

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )        PROTECTIVE COVENANTS OF  
 )        FOX HOLLOW SUBDIVISION

**P R E A M B L E**

**WHEREAS**, Previously certain Protective Covenants of Fox Hollow Subdivision were prepared and recorded in the RMC Office for Aiken County in Record Book 4337 beginning at page 920 and Record Book 4337 beginning at page 942; and

**WHEREAS**, These documents have been revised into one (1) single document contained herein; and

**WHEREAS**, The previously aforementioned documents are hereby declared null and void and having no further force or effect; and

**WHEREAS**, The within documents shall now become the operative effective covenants of Fox Hollow Subdivision.

THIS DECLARATION OF PROTECTIVE COVENANTS, hereinafter referred to as the “Covenants”, made and published this \_\_\_ day of \_\_\_\_\_, 2011 by RFM, LLC, hereinafter referred to as “Developer” and Fox Hollow of Aiken Property Owner’s Association, Inc., hereinafter referred to as the “Association.”

WITNESSETH:

WHEREAS, the Developer is the owner of several lots in one of the following described property and Association members own the rest of the lots:

ALL that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being on Boyd Pond Road, approximately five miles Northeast of Beech Island, South Carolina, containing 441.22 acres, more or less, being shown and designated on that certain plat prepared for PBM Company, LLC by Southern Partners, Inc. dated March 2, 2005 and recorded March 18, 2005 in Plat Book 49, page 51, Aiken County Records and revised November 12, 2010 and recorded December 8, 2010 in Title Book 4337, Page 964-985, Records of Aiken County, Fox Hollow Subdivision Section 1. Reference is made to the aforesaid plat for a more accurate and complete description of the metes, bounds and location of the subject property. Lot 31 consisting of 16.78 acres was later removed from this section of property on Nov 1, 2005. Remaining are 423.79 total acres.

ALL that certain piece, parcel or tract of land, situate, lying and being five miles more or less Northeast of Beech Island, South Carolina, in Aiken County, South Carolina, designated as Lots 32, 33,34,35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, of Fox Hollow Subdivision Section 2, containing 148 acres, more or less, as reflected on a plat made by Southern

Partners, Inc. dated September 2, 2005, recorded September 23, 2005, in Plat Book 50, Pages 414 Records of Aiken County. Being a portion of the property conveyed unto RFM, LLC by deed of Grand River Real Estate Corporation dated July 5, 2005, recorded July 15, 2005, in Title Book 4005, Page 1574-1576, Records of Aiken County and revised November 12, 2010 and recorded December 8, 2010 in Title Book 4337, Page 942-963, Records of Aiken County. Parcel No. (Portion of) 00-084-0-01-154. Specifically included in these COVENANTS is that certain property 5.28 acres, more or less and bearing Aiken County Tax Map Number 073-10-02-001.

ALL that certain piece, parcel or tract of land, with any improvements thereon, lying, situate and being in Aiken County, South Carolina, containing 169.08 acres, more or less, being shown and designated on that certain plat of FOX HOLLOW ON THE LAKE, Fox Hollow Subdivision Section 3, prepared for RFM, LLC by Southern Partners, Inc. dated November 20, 2006, and revised December 6, 2006, February 7, 2007 and February 25, 2007, and recorded March 16, 2007, in Plat Book 52, at pages 482, 483 and 484, records of Aiken County and revised March 20, 2007 and recorded March 21, 2007 in Title Book 4125, Page 1594-1608, Records of Aiken County and revised November 12, 2010 and recorded December 8, 2010 in Title Book 4337, Page 920-941, Records of Aiken County. Reference is made to said plat for a more accurate and complete description of the metes, bounds and location of the subject property.

WHEREAS, the Developer and the Association desires to continue to develop and maintain where exists currently on said property, a residential equestrian community to be known as Fox Hollow Subdivision and hereinafter referred to jointly as "Fox Hollow" and has deemed it desirable for the preservation of the value of said property to have an organization which shall be delegated and assigned, as hereinafter set forth, the power of maintaining and administering and enforcing the terms and conditions hereinafter set forth in this agreement, and also to perform any other functions that may be desirable to improve the enjoyment of living in Fox Hollow; and

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

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

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

## ARTICLE I

### RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

#### 1. Size of Structures.

All of the lots within Fox Hollow shall be used for residential purposes only and may not be used for any type of business or commercial purpose. The main residential dwelling constructed on a lot shall contain a minimum of 1800 square feet of heated space, unless a lesser size is approved by the Architectural Control Committee hereinafter referred to as the "ACC". In addition, the ACC, as hereinafter described, shall evaluate all proposed structures and fencing to be constructed on a lot to ensure that they are in good taste, of high quality construction, both as to workmanship and materials, and harmonious and suitable to the environment and surroundings and follow all set back requirements. Solar, wind or other energy efficient/green building options shall be allowed in construction. However, materials such as aluminum or vinyl siding materials are strongly discouraged on main building structures unless of very high, but may be allowed on subsidiary structures. Any main structure that does not currently contain at least 1800 square feet of heated space, that was completed prior to August 1, 2011, is exempt from further modifying their structure to meet the minimum size requirement.

#### 2. Altering Lot Boundaries.

No lot shall be subdivided, nor its boundary lines changed, nor shall application for the same be made to the County of Aiken, except with the written consent of the Developer for Developer lots and the Fox Hollow Board of Trustees, hereinafter referred to as the "Board", for all other lots. The Developer expressly reserves unto itself, its successors, assigns and heirs, as the case may be, the right to re-plat and change boundary lines or subdivide any lot or lots owned by it and the Board reserves the right to approve the same for all other Association lots, in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable as a building site, including, but not limited to, the relocation of easements, walkways, rights of way, private roads and other amenities to conform to the new boundaries of said re-platted lots. However no lot shall be reduced to a size of less than 5 acres. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combination of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger tract shall be considered in the interpretation of this Declaration unless

exceptions are noted in these Covenants or the Fox Hollow Bylaws, hereinafter referred to as the "Bylaws".

3. Location of Building on Lot.

It is the intention of the Developer and the Association that the ACC allow the construction of structures to be erected on any lot in Fox Hollow in such a location on each lot as will more fully enhance the natural harmony and aesthetic appeal of Fox Hollow. However, no building of any kind or character shall be erected on a lot within one hundred fifty (150) feet of any road within the subdivision, nor within fifty (50) feet of any side property line of a lot, adjoining another fox hollow property. In addition, no buildings, swimming pools or other recreational amenities and auxiliary buildings may be constructed within seventy (70) feet of a rear lot line, facing an exterior property. If any lot is re-subdivided or enlarged pursuant to the provisions hereof, side and rear line restrictions shall be applicable only to the side and rear lot lines of the lot as altered or re-subdivided. All boundary lines between corner lots and contiguous lots shall be considered as side boundary lines.

4. Zoning Restrictions.

Zoning ordinances, restrictions and regulations of the County of Aiken and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of these Declarations and such ordinances, restrictions or regulations, the more restrictive provision shall apply.

5. Wetlands.

Some portions of lots within Fox Hollow are or may be considered wetlands, as that term is defined under applicable local, state or federal law or regulation. No owner of any lot in Fox Hollow shall construct any improvements or take other actions within such wetlands that would be prohibited under such laws or regulations.

6. Builders Entrance for Fox Hollow

When building in Fox Hollow, in the section also known as Fox Hollow On The Lake, located on the south side of Boyd Pond Road, use of a builder's entrance may be required. Construction trucks, exceeding posted bridge load, must use the Right Of Way through Boyd Pond Park when carrying heavy loads such as gravel, etc. in order to avoid heavy truck traffic over the wooden entrance bridge and reduce the stress and maintenance requirements to the bridge.

ARTICLE II  
THE PROPERTY OWNER'S ASSOCIATION BOARD OF DIRECTORS

1. Board of Directors

A Board had been duly set up by the original Developer. This group of people consisting of a President, Secretary and Treasurer, with the addition of the Developer, constitutes the decision-making body of Fox Hollow for the everyday operation, maintenance, repair, replacement, bill payment, hiring of contractors, etc. in connection with general administrative oversight of Fox Hollow. Starting with the January 2012 Annual Association Meeting, new members will be added to the Board by election of a majority (51%) of a combination of Association members present at the Annual meeting and by Proxy if non present. At that election 2 new Member-At-Large positions will be added to the Board. The Developer will assume a position as Member-At-Large at this time. The total number of Board members after January 2012 will be five (5) maximum, with a minimum of 3 required. The minimum Board members required are President, Treasurer and Secretary.

ARTICLE III  
ARCHITECTURAL CONTROL COMMITTEE

1. Submission of Plans.

An Architectural Control Committee, hereinafter called the "ACC," had been duly set up and appointed by the original Developer to exercise such jurisdiction and functions with respect to all lots in all 3 Fox Hollow Subdivisions as may be delegated to it under the charter and Bylaws of the Association and as may now or hereafter be bestowed upon it by terms of these Covenants, as the same may hereinafter be amended.

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

3. Completion of Construction Within One Year.

The exterior of each building or other structure must be completed within one (1) year after the construction of said building or structure has been commenced, except when such completion is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergency or natural disaster.

4. Requirement to Complete Main Building Structure Within Five Years.

A main residential dwelling, as stated in Article I, Section 1. Size of Structures, shall be constructed on a lot within five (5) years of the commencement of building the first structure on any property. This allows for apartments or small

living structures with less than 1800 square feet of heated space for guests or workers, and barns, to be constructed prior to construction of the main residential dwelling. However, any dwelling that does not meet the minimum size requirements cannot continue as the main residential dwelling beyond the five year period, except when such completion is impossible or would result in great hardship to the owner(s) or builder due to strikes, fire, national emergency or natural disaster. If the owner(s) decide not to build a separate main residential dwelling, then the existing smaller structure must be modified to meet the minimum heated space requirement. If any property is sold prior to completion of the main residential dwelling, the responsibility to build the main building, or modify the existing smaller structure to meet the minimum requirement, transfers to the new owner(s) commencing with the timeline initiated by the original owner(s) who built the original structure(s). If any owner fails to comply with the provisions of this section, notice shall be sent to the owner of his or her violation thereof. If no adequate response has been received as to the owner's failure to comply has been received within thirty (30) days, a lien shall be placed upon the owner's property in favor of the Association in an amount reasonably calculated to be sufficient to cover the costs and expenses to obtain compliance. The Association shall have the right to record a notice of claim of lien and proceed on such claim in accordance with the provisions of the Code of Laws of South Carolina for the enforcement of liens. Alternatively, the Association shall be allowed to commence an action in the Court of Common Pleas for the State of South Carolina for specific performance of this provision by the owner. The owner consents to jurisdiction and venue in the State of South Carolina.

5. Roofs and Structures.

Roofs and structures shall be constructed of high quality architectural or laminated shingles, cedar shingles, metal, slate or synthetic slate materials, brick, stucco or concrete fiber siding such as Hardiplank®. This does not preclude using material for green/solar roof energy solutions. However, materials such as aluminum or vinyl siding are strongly discouraged on main building structures unless of very high quality and approved by the ACC.

6. Fences and Hedges.

No fence, hedge, wall, shrub, bush, tree or other similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any lot if the location of such structure obstructs any equestrian easement, interferes with the intended use of said equestrian easements, obstructs the vision of motorists on any adjacent street or lane, or creates a traffic hazard. No fences, hedges, walls or other similar structures, natural or artificial, shall be permitted within ten (10) feet from any side lot line, i.e one facing another Fox Hollow property, nor within twenty (20) feet from any front or rear lot line. A front lot line defined as one facing any road and a rear lot line defined as one facing a property exterior to Fox Hollow. No fence, wall, hedge, or similar structure on any lot shall be constructed

or maintained which is either more than seven (7) feet in height or higher than that which is allowed by ordinance currently enforced by the County of Aiken, whichever is less. All fences fronting the roadway shall be of a uniform four board wooden design, with face-board, painted a flat black and shall be constructed no later than six (6) months from completion of any building construction. All fences, which are not fronting from a roadway, or on a private road, may be made either of uniform three board wooden design painted a flat black or woven wire with a top board, which is painted a flat black. The exception to this is any fence facing a private road should comply with the fencing requirements of the owner of the private road regarding the use of four (4) board vs. three (3) board fence for consistency along each private road. The use of a fence made solely of woven wire, barbed wire, hog wire, chain link or plastic is strictly prohibited, except for a small dog pen or run, which, if approved by the ACC, must be screened with suitable plantings and painted dark green or black, or appropriately match the materials of the main structure. Any non-equine related yard fencing, such as for a pool or yard, must also be approved by the ACC.

#### ARTICLE IV LAND USE RESTRICTIONS

1. Animals.

Horses, stable pets and household pets shall be permitted within Fox Hollow but shall be limited to reasonable numbers according to lot size. Commercial equestrian activities, such as boarding, breeding, training and sales, are prohibited. Commercial kennels for boarding, breeding, training and sales of canines are prohibited. No ovine, bovine, pig, chicken, fowl, or bait farm shall be allowed or permitted on any lot. Stables and pastures shall be maintained in a sanitary manner. Stable pets may include a limited number of the above, but in no case, may such animals become a nuisance to neighbors.

Sustenance and Shelter of animals, as defined in South Carolina Laws, SECTION 47-1-10. must be adhered to, which, at the time of the signing of this document reads:

"Sustenance" means adequate food provided at suitable intervals of quantities of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition to allow for proper growth and weight and adequate water provided with constant access to a supply of clean, fresh, and potable water provided in a suitable manner for the species.

"Shelter" means shelter that reasonably may be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

No vicious dogs or dangerous animals may be kept on any lot. All dogs and other animals must be fenced or otherwise contained on their owner's property or under the control of their owner. The term 'vicious' shall be determined by Aiken County Animal Control in their enforcement of SC State Law.

2. Vegetable Gardens.

Vegetable gardens for individual homes must be carefully planted to be screened from view from streets and adjacent portions of Fox Hollow.

3. Screened Areas for Unsightly Items.

All garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clothes lines and other unsightly objects must be located behind the front view line of the main building serviced by such items and appropriately screened.

Television, radio and CB antennas are not permitted in Fox Hollow. Satellite dishes for television and/or high-speed internet access are permitted.

4. No Dumping or Rubbish.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All waste shall be kept in sanitary containers screened from view. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds, such as unmaintained fencing, on such owner's lot, which tends to detract from the beauty of Fox Hollow as a whole or such owner's lot in particular.

5. Lot Maintenance.

In addition to the above provisions, owners that have cleared pasture area are required to have their property brush hogged at least three times a year, regardless of their resident status. This is to prevent unsightly overgrowth or overtaking of pasture weeds. For lots that do not have cleared pasture area, yards or lots must be maintained neatly and fallen trees in street view must be removed in order not to detract from the beauty and appearance of Fox Hollow as a whole or such owner's lot and surrounding lots in particular.

Where lots extend to the street, as in Section 3, the owners are responsible for maintenance of the landscaping along the side of the road. Where the Association owns the common area in front of lots, as in parts of Section 1, the Association maintains the landscaping.

Deteriorating paint, poorly maintained lawns, shrubbery, trees, failing sheds, rotting fences, trash, unsightly yard clutter, abandoned or unmaintained pools, poor maintenance of unoccupied lots or any other condition that adversely impacts the aesthetic values of Fox Hollow are not permitted.



6. Trucks, Trailers, Mobile Homes.

No parking of commercial trucks, trailers, or mobile homes shall be permitted on the streets, lots, or other portions of Fox Hollow except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings within Fox Hollow. Horse trailers, campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or service trucks, boats, boat trailers and utility/landscape trailers may be kept on a lot so long as said vehicles are not displayed in an unsightly manner or spoil the aesthetic beauty of the subdivision and are stored or parked behind the front view line of the main residence.

7. Hobbies.

The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of vehicles and other mechanical devices which might lead to disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any lot. As Fox Hollow is an equestrian area, horses and equipment related to equestrian activities are permitted.

8. Driveways.

The initial twenty (20) feet of any driveway serving a lot which connects to the roadway must be paved. The remainder of the driveway may be dirt, stone, gravel or paved at the owner's discretion. Paving must be completed within 1 year of completed construction of any structure unless a temporary waiver is granted by the ACC.

9. Noxious or Offensive Activity.

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

10. Signs.

Except as otherwise provided in these Covenants, no sign, except for one small sign no bigger than 18" by 24" for a farm name or owner's name, shall be erected nor maintained on any portion of Fox Hollow by anyone including, but not limited to, an owner or realtor, a contractor or subcontractor, except with the written permission of the ACC or except as may be required by legal proceedings. If such permission is granted, the ACC reserves the right to restrict design, color and content of such sign. One sign of not more than four (4) square feet used by a

contractor during the construction period of the main dwelling structure or accessory structure is permissible and only one (1) "For Sale" realtor sign may be erected without the permission of the ACC.

11. No Interference with Streams.

No owner shall obstruct, alter or interfere with the flow or natural course of the waters of any river, creek, stream, lake or pond in the subject property without first obtaining the written consent of the ACC and without approval of all other landowners adjoining such pond, creek or stream, which are subject to these restrictions.

12. Use of Ponds and Streams.

No owner, other than such owners whose property is bounded by the waters of the lake, pond, river, stream or creek, and is so indicated on a recorded plat, by virtue of ownership of any lot, acquire any right, title or interest in and to the lakes, ponds, river, streams or creek within Fox Hollow or the beds, waters or surfaces thereof. All owners are required to follow the rules and regulations of SC DHEC regarding waterways, ponds and lakes and streams. No motorized transport shall be allowed on the pond. Any and all guests using the pond must be accompanied by a lot owner.

13. Maintenance of Ponds and Streams.

The maintenance, upkeep and repair of the pond, aka Johnson Lake, dam/berm and spillway shall be the responsibility of all lot owners who have residential property which fronts or adjoins such pond. Common Property owned by the Association or other Association members whose lots do not front or adjoin the pond are not responsible for pond maintenance, improvement or enhancement such as cleaning or stocking the pond. All lot owners who front or adjoin the pond shall have the right to use the entire pond. The Association agrees to mow the permanent Equestrian/Pedestrian easement that crosses the dam and do minor maintenance on the surface of the dam, but will not be responsible for maintenance, upkeep and repair of the pond. However, the Association will participate in a fair and equal share of maintenance, upkeep and repair of the dam/berm or spillway, in conjunction with all other property owners and Associations that front the pond.

14. Common Areas.

The common areas within Fox Hollow, which shall include the roadways and any equestrian amenities or other areas so designated on any applicable plat of Fox Hollow, shall not be used for any commercial purposes nor will they be used to host outside events. The common areas are for the sole purpose and enjoyment of the residents and their guests. All residents, owners, guests and renters are required to sign a Release of Liability and Acknowledgement of Risk waiver

before using any of the equestrian amenities located on the common areas. In addition, guests are permitted to use the common areas only when accompanied by members who are residents of Fox Hollow.

14. Firearms.

Use of firearms within Fox Hollow or on a member's property for hunting or target shooting is prohibited. Any exceptions must be approved by the Board.

ARTICLE V  
COMMON EASEMENTS AND AREAS

1. Utility and Drainage Easements.

Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer over the rear ten (10) feet of each lot and over five (5) feet from each side lot line, and over all areas designated as easements upon any plats of Fox Hollow; provided, that in the event of re-subdivision of any of the said lots, such side easements shall apply to the side lot lines of the lots as re-subdivided in lieu of the side lot line of the lots as originally platted, unless the installation of utilities and drainage facilities shall have been substantially completed, in which event the easements originally reserved shall apply. Where an easement with larger dimensions is shown on said plat, the larger easement shall apply instead of the easement herein reserved.

2. Equestrian/Pedestrian Easements.

There are hereby established Equestrian/Pedestrian easements for the use and enjoyment of all lot owners in Fox Hollow. However, no equestrian carriages or bicycles are permitted on the equestrian easements. Motorized vehicles are only permitted on equestrian easements for trail maintenance/inspection, trail clearing or during construction of fences. Farm equipment such as tractors, ATV's, golf carts, etc. may be on the trails, as necessary, but all vehicles should observe a speed limit of no greater than 10 miles per hour. Such easements shall be twenty (20) feet in width and shall be parallel with and contiguous to the exterior boundary lines of all lots located on the outside boundary of the subdivision, together with the interior trails created from the easements of 10 feet along each interior boundary of separate or combined contiguous lots." In addition, there is also an Equestrian/Pedestrian easement over the dam/berm that crosses over the pond and acts as a connector of the Fox Hollow trail system for access from both sides of Boyd Pond Road. The owners of lots over which all equestrian easements are located shall erect no improvements and allow no obstructions within the easement area. Lot owners are required to clear vegetation and obstructions from the Equestrian/Pedestrian easement, in order to provide convenient access for riding and walking. In the event that the lot owner fails to adequately clear such

vegetation or obstructions, then he or she shall be notified in writing by the Association. Should an adequate answer not be provided to the Association by the lot owner within ten (10) days, then the Association may clear the vegetation or obstruction at its own expense. Should this be necessary, the Association shall then be allowed to bill the owner and then absent prompt payment, file a lien against the lot owner's property for the actual expenses incurred in connection with the clearing of the vegetation or obstruction. The Association shall then proceed on such lien in accordance with the provisions of the Code of Laws of the State of South Carolina for the enforcement of said lien.

The Board of Directors shall have the right to enter into any agreement allowing reciprocal access to trails with other Equestrian Subdivisions, provided they feel it is in the best interest of the Association. Use of common amenities, such as the jump line, rings, etc. shall be reserved strictly for owners of Fox Hollow and their guests.

3. Roadway Easements.

Each and every owner of a lot within Fox Hollow is hereby granted a non-exclusive easement for the use of the streets and ways in Fox Hollow for the purposes of ingress and egress, for themselves and their invitees, as the same are shown on any applicable plats of Fox Hollow. Speed limits on all roadways are posted as 15 mph. On all Roadways, horses have the right of way.

4. Dedication of Common Areas and Green Space.

As of January 2011, the title of all common areas and green space was conveyed by the Developer to the Association.

5. Private Roadways.

Private access roadways exist within Fox Hollow. They are Vixen Lane, Gone Away Lane and the extension of Grand Prix Drive, starting at the circle and bounded by Lots 21, 27, 28, 29, 30, 49 and 50.

The maintenance of these access roads, as well as the frontage landscaping, is the responsibility of the flag lot property owner at the end of the private road. All lot owners who are served by these roadways are encouraged to structure an agreement for maintenance of the roadway for the mutual benefit of all who have access.

## ARTICLE VI

### MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS OF ITS MEMBERS

#### 1. Membership.

All owners of a single-family residential building lot or lots in Fox Hollow thereby become members of the Association for so long as such ownership continues; provided, however, that no person or corporation in taking title as security for the payment of money or for the performance of any obligation, shall thereby so become entitled to membership. There is one joint Association for all 3 Fox Hollow Subdivisions. Ownership of property as qualification for membership is defined herein as follows: Ownership of any such lot under recorded deed, whether the owner is the occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the lot in question. Ownership within the meaning and intention hereof shall cease upon the sale of any such lot to another by the owner thereof. Sale of any such lot within the meaning hereof shall mean and shall be effective upon the recording of any deed conveying such lot to another, or the termination of occupancy of the property by the owner thereof accompanied by the giving of such owner to another of a bond for title or contract of sale with respect to such lot. The Developer shall be a member of the Association so long as it is an owner of two or more residential lots, or of any additional property made subject to these Covenants.

Any owner of a lot or lots in Fox Hollow shall be required to join the Association upon the terms and conditions set forth herein and shall be entitled to use the common areas and Equestrian/Pedestrian easements established herein; provided, however, that they may only use the common areas and easements so long as they are members in good standing with the Association. Acceptance of ownership of a lot shall subject such owner to the Covenants, Bylaws, rules and regulation as established by the Association, and shall be binding upon said owner, his/her/its/their heirs, successors, assigns and/or personal representatives.

Each lot owner shall be deemed a member of the Association and each member shall be entitled to one vote per lot owned by such member, as long as they are a member in good standing with all owed dues and assessments paid in full at the time of any Association wide vote. If lots have been combined, those member(s) shall be entitled to votes equal to the amount of original lots combined, e.g. 2 votes for 2 combined lots, etc. This policy of multiple votes does not apply to two (2) exceptions granted by the original Developer, lots 4 and 5 and lots 8 and 9. Under these exceptions, the members are only entitled to one vote for each of their combined lots, unless subdivided at any point in time with the County of Aiken.

In addition, the Developer, for so long as Developer owns any lots within Fox Hollow, shall be entitled to only one vote for all Developer lots, i.e. a lot owned by the Developer's corporation, not personally owned by the Developer, on Association matters without regard to the number of lots owned by such Developer.

2. Duties of the Association.

It shall be the duty of the Association to impose and collect such dues, assessments and other charges as it may deem necessary in accordance with the provisions hereof, and to landscape and maintain the entrances to and medians and street islands of Fox Hollow as well as the common areas, easements and green spaces shown on any applicable plat of Fox Hollow thereof. In addition, the Association shall also repair and maintain the following: the private roads within Fox Hollow that are part of the common area owned by the Association and are used by all members for general access, the entry gate, entrance walls and lighting, perimeter fencing, rings and Equestrian/Pedestrian trails and all grounds associated with the amenities and amenities such as jumps, rings, etc. The Association shall further maintain whatever security is required by the Association. The Association may, in its discretion, require all lot owners to maintain their property in accordance with the standards set forth herein.

ARTICLE VII

COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

1. Imposition of Assessment.

Each member of the Association by ownership of a residential lot in Fox Hollow shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any dues or charges established hereby as hereinafter provided. In addition, the Developer shall be responsible for the payment of any annual or special assessments on any lots which are owned by the Developer. Each residential building lot within Fox Hollow shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due. In the event that any owner fails to pay the assessments prior to delinquency, the Association may pursue all remedies at law or in equity to collect said assessments, including, but not limited to, bringing an action at law to collect the delinquent assessments or filing a statement of lien with respect to the lot and following through on said lien in accordance with applicable South Carolina law. Notwithstanding, there will not be any foreclosures of properties due to unpaid fees or assessments. The fiscal year of the Association shall be the calendar year. Annual assessments are payable annually in advance by a specific date(s) established by the Board within each applicable calendar year.

2. Amount of the Assessment.

Such annual or special assessment or charge shall be in an amount to be fixed from year-to-year by the Board; provided that the amount of each annual or special assessment shall be in equal amounts with respect to each lot and each lot's access, subject to such charge or assessments under the terms of these Covenants and consistent with the needs of Association expenses. Details and amounts of these fees and assessments are listed in the Bylaws.

If one homestead has been created from two or more contiguous lots that have been combined into one lot with the County, the lot owner(s) is required to pay one annual homeowner's fee and associated assessments for each of the original lots. In addition, if a single lot is subdivided, each new lot is charged separate fees and assessments. In the case of a lot being subdivided and the property shared equally by the new owner's of the contiguous lots, the owners will split the associated fees and assessments and each pay half of the annual amounts.

3. Use of the Assessments.

The amount so paid to the Association shall be administered by the Board and may be used for the payment of expenses incurred for such purposes as may be set forth in the corporate charter or Bylaws of the Association, as they now exist or may be hereafter amended

ARTICLE VIII  
REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS

1. Remedies for Violation.

In the event of any violation or breach of any of the declarations and restrictions contained herein by any owner or agent of such owner, the owners of the lots in Fox Hollow or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of the covenants herein contained or to recover damages for such violation. In addition to the foregoing, the Developer or the Association or the ACC shall have the right, whenever there shall have been built on any lot in Fox Hollow any structure or other condition created which is in violation of these Covenants, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days prior written notice of such violation, it shall not have been corrected by such owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained herein, however long such defaults continue, shall not be deemed a waiver of the right to do so hereafter as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The foregoing notwithstanding, no violation of any covenant or restriction shall constitute a forfeiture or reversion of title hereunder.

2. Attorneys Fees.

In the event the Developer, the Board, the Association or the ACC or the owners of any lot or lots in Fox Hollow shall bring an action at law or in equity as provided herein above, the prevailing party in any such action shall be entitled to recover attorneys' fees and costs of such action in an amount to be determined by the court of competent jurisdiction hearing the same.

ARTICLE IX  
ADDITIONAL PROPERTY SUBJECT TO THESE COVENANTS

1. Additional Property.

Subject to any limitation contained in the corporate charter of the Association, additional contiguous real estate which the Developer and the Board or the Board once the Developer is no longer involved in Association matters, may elect to add to the scheme of the development herein set forth may be subjected to and placed within the jurisdiction of the Association and these Covenants upon the written designation of the Developer and the Board, to extend these Covenants to such other property and the same shall be effective upon the filing of same for record in the Office of the Registrar of Mesne Conveyance, County of Aiken, State of South Carolina. Such supplementary declarations or agreements may contain such modifications of the terms of these Covenants as may be deemed necessary or appropriate by the Developer and the Board to reflect the different character, if any, of said additional real estate. In no event, however, shall said supplementary declarations be construed so as to revoke or modify the terms hereof with respect to the property initially subject to said Covenants.

2. Right to Extend Streets.

The Developer and the Board has the right to extend the streets, utilities, storm drainage systems and water and sanitary sewer systems to such additional real estate as may be added to the scheme of development as herein set forth, and further reserves the right to cause water, whether surface or otherwise, and whether concentrated and collected or not, to flow into the drainage easements more particularly established herein from such additional real estate.

3. Extension of Equestrian Easement.

Upon the addition of contiguous real estate to Fox Hollow as herein provided, the equestrian easements shall be extended along the perimeter of such additional property. Subsequent to the establishment of the extended equestrian easements, the original equestrian easements along the present boundary of Fox Hollow shall be abandoned and the extended equestrian easements over such additional and contiguous real estate shall be substituted therefore. The abandonment of the equestrian easements shall in no way affect the existing drainage and utility easements



ARTICLE X  
SEVERABILITY CLAUSE

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

ARTICLE XI  
EFFECTIVE PERIOD AND AMENDMENT

1. Effective Period.


These Covenants and associated Bylaws shall be effective immediately upon the filing of the same for record in the Office of the Registrar of Mesne Conveyances, Aiken County, South Carolina; shall thereupon run with the land and be binding upon all persons or parties and their successors and assigns claiming title by, under or through Developer and the Association shall be continued automatically and without further notice from that time unless at an Association annual meeting or special meeting, a written agreement is executed by at least 51% of combined votes cast by Association members in attendance and by proxy of non-attending members at the annual or a special Association meeting. The resulting amendments to these Covenants or Bylaws shall be placed on record in the Office of the Registrar of Mesne Conveyances, Aiken County, South Carolina, in which agreement the owners express their desire to amend or terminate said Covenants or Bylaws and, in such event, these Covenants and associated Bylaws shall become amended or null and void as of the expiration of the current term. If the Covenants and Bylaws are terminated, any and all real property owned by the Association shall revert to the record owners of the lots within Fox Hollow as tenants in common.

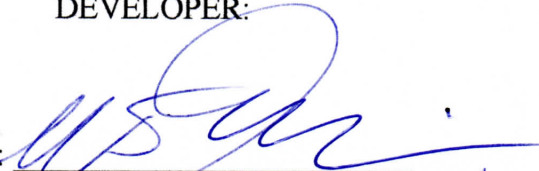
2. Amendment.

All Covenant and Bylaw amendments shall apply to all 3 former sets of Covenants, which are now combined into one set of Covenants and one set of Bylaws for all 3 Fox Hollow Subdivisions, as appropriate, for consistency across the Covenants and Bylaws.

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

DEVELOPER:

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
RFM, LLC, Developer *Mike Rubin, member*

*Carla Williams*  
\_\_\_\_\_  
Witness

ASSOCIATION:

FOX HOLLOW OF AIKEN PROPERTY  
OWNER'S ASSOCIATION, INC.

  
\_\_\_\_\_  
Witness

*Carleen M. Sultz*  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
William Whitehead, President  
Fox Hollow Board Of Directors

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

**ACKNOWLEDGEMENT**

**PERSONALLY APPEARED BEFORE ME,** Michael D. Rubin,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument and acknowledged to me that  
he/she executed the same in his/her authorized capacity, the within named Developer, and  
that by his/her signature on the Covenants, for the uses and purposes therein mentioned  
the person executed this document.

SWORN to before me this  
23<sup>RD</sup> day of November, 2011.

Carla Williams  
Notary Public for South Carolina

[Signature]  
Witness 1

My Commission Expires: 8/13/2017

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

**ACKNOWLEDGEMENT**

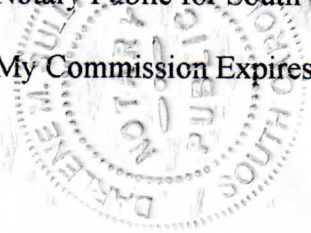
**PERSONALLY APPEARED BEFORE ME,** William James Whitehead,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument and acknowledged to me that  
he/she executed the same in his/her authorized capacity, and that by his/her signature on  
the Covenants, for the uses and purposes therein mentioned the person executed this  
document.

SWORN to before me this  
21<sup>st</sup> day of November, 2011.

[Signature]  
Notary Public for South Carolina

[Signature]  
Witness 1

My Commission Expires: 3/9/21



**2011027406**  
RESTRICTIVE COVENANTS  
RECORDING FEES \$25.00  
PRESENTED & RECORDED:  
**12-16-2011 12:42 PM**  
JUDITH WARNER  
REGISTER OF MESNE CONVEYANCE  
AIKEN COUNTY, SC  
BY: LYNN STEMBRIDGE DEPUTY  
**BK: RB 4384**  
**PG: 2257 - 2275**