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STATE OF SOUTH CAROLINA) Protective Covenants
) Easement Plan
 COUNTY OF SPARTANBURG) Road & Trail Repair and Maintenance Provisions

THIS DECLARATION is made this 4th day of May, 2023, by Honey Bee Co., LLC, a South Carolina Limited Liability Company, hereinafter referred to as "Developer."

DISCLOSURE: Vanderbilt Farms is a private, gated community located within the town limits of Campobello, SC. All infrastructure within the community is maintained by the residents. Neither the Town of Campobello or the County of Spartanburg is or will ever be responsible for the maintenance of infrastructure within the community.

RECITALS

WHEREAS, Developer is the owner of a certain tract of land in the Town of Campobello, Spartanburg County, South Carolina, located on Old Asheville Highway containing 109.31 acres, more or less, being shown and described in its entirety on a SURVEY for VANDERBILT FARMS dated March 31, 2023 by Huskey & Huskey, Professional Land Surveyors and recorded April 19, 2023 in Plat Book 183 Page 391 in the Register of Deeds Office for Spartanburg County (hereinafter the "ROD"). Said tract, in its entirety shall hereinafter be referred to as the "Property".

WHEREAS, It is acknowledged that while the Property is located within the Town of Campobello, the Town of Campobello has no obligation to do any maintenance on "Bascule Ridge Lane" or anywhere within the Vanderbilt Farms community.

WHEREAS, Developer wishes to protect the Property and provide for the preservation of property values and amenities. Accordingly, the Property shall be subject to these **Protective Covenants, Easement Plan and Road & Trail Repair and Maintenance Plan** (hereinafter the "Covenants"). The provisions of the Covenants in their entirety shall survive all future conveyances and prevail for the benefit of the Developer and all subsequent grantees of tracts located within the bounds of the Property (hereinafter collectively referred to as the "Property Owners"); and

WHEREAS, Developer wishes to create a community consisting of a minimum number of dwellings with designated easements and rights-of-way for access, usage and preservation. These easements and rights-of-way shall permit the Property Owners to utilize designated portions of the Property that are owned by others for the uses and purposes stated herein.

NOW THEREFORE, the Developer hereby REVOKES AND TERMINATE all prior Covenants and Restrictions previously imposed on the Property and hereby impose upon all the Property the following Covenants which shall bind all future Property Owners, their successors and assigns.

PART ONE - RIGHT OF WAY, TRAIL AREAS, EASEMENTS, ENTRANCE & OVERSIGHT COMMITTEE

1. **RIGHT-OF-WAY FOR INGRESS AND EGRESS:** The SURVEY for VANDERBILT FARMS shows a fifty (50) foot wide Right-Of-Way (hereinafter referred to as the "ROW") extending from the South edge of the right-of-way for Old Asheville Highway to a point approximately 2,231 ft at the end of a cul-de-sac. Provisions contained herein shall also provide for the maintenance and repair of the ROW and its roadway "**Bascule Ridge Lane**" that has been constructed by the Developers along the ROW, and to further provide for the construction, installation, maintenance, and repair of any and all utilities that serve the Property Owners of the Vanderbilt Farms tracts. It is essential to the value of the property that the ROW be maintained in a good and proper manner and able to be fully utilized for the purposes for which it is intended, therefore Developer hereby encumbers all property within the bounds of the ROW as a perpetual, non-exclusive DEDICATED RIGHT-OF-WAY, for the uninterrupted purpose of ingress and egress to and from the Vanderbilt Farms tracts. Furthermore, the ROW shall provide for the installation and maintenance of utilities.
2. **REPAIR, IMPROVEMENT AND MAINTENANCE OF RIGHT-OF-WAY and ROAD:**
 - (a) Property Owners adjoining the ROW are hereby given an easement to landscape and maintain ground cover for all portions of their property up to and including the ditches along "**Bascule Ridge Lane**" subject only to utility lines that may be located outside or along the ROW and any other easements and/or rights-of-way of record (hereinafter the "**Maintenance Easement**"). The Maintenance Easement shall include the right to fence; provided however that costs to repair or replace any subsequent damage to such fencing or landscaping shall be borne solely by the Property Owner utilizing said ROW property. The Maintenance Easement is granted strictly for the purpose of enhancing the aesthetic appeal of the ROW property for the common good of the Property and no other rights to or use of said property are implied, granted, or allowed. Specifically, no vehicles of any type, camping trailer, boat, boat trailer (or similar recreational vehicle), cargo trailers, tractors, or heavy equipment (machinery or trailers), buildings or sheds shall be permitted to stand or be placed at any point along the ROW, provided however that this requirement shall be

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waived with respect to equipment necessary for grading and landscaping during the construction period or loading and unloading.

- (b) When repairs appear to be necessary, the Developer or Committee Members, as hereinafter defined, must agree that the repairs are needed. Each Property Owner hereby grants to one another reasonable rights of passage over their respective lands for the purpose of maintenance and repair of the roadbed, water lines, trail, utility lines, service lines or ditches along the ROW.
 - (c) Any utility company providing utility services to the Property may locate its facilities within the ROW, provided however that each Property Owner shall bear responsibility for any damages caused by utility installation, maintenance, or repairs on their behalf. **Note: Duke Energy underground service lines have been previously installed and are located outside the ROW. The general locations are shown on the recorded survey, but no digging should be conducted along these areas without first having lines located.**
 - (d) Any improvements, as opposed to repairs, with an estimated cost exceeding \$5,000.00, to the ROW, Trail Areas, Easements, Entrance and/or “**Bascule Ridge Lane**” must be agreed to by all Property Owners.
 - (e) The Property Owners shall work together to coordinate their repair and maintenance activities so as to make repair and maintenance along ROW as economical as possible. Any damage to the ROW caused by any Property Owner or his guests or invitees shall promptly be repaired by that Property Owner at his sole expense. Any pro-rata share of approved expenses for repairs or allowable capital improvements shall be paid promptly. If any Property Owner fails to promptly repair such damage to the ROW so caused by him or his guests or invitees, the other Property Owners may do so, and the resulting cost shall be the sole responsibility of the Property Owner responsible for the damage. Should a Property Owner fail or refuse to pay any due amounts incurred under Provision 2-e, then the other Property Owners may proceed with collection efforts under the following civil procedures.
 - (f) If any Property Owner, or his successors and assigns, shall fail to pay any statement tendered for authorized expenses within thirty (30) days after receipt thereof, the amount of such statement, together with interest thereon at the maximum legal rate, plus attorneys fees for collection, shall automatically become a continuing lien upon the Tract owned by the Property Owner being billed, which lien shall be superior to all claims to such Tract except first mortgages. Furthermore, such an expense shall be considered as an enforceable personal obligation of the Property Owner. The other Property Owners incurring the expense which remains unpaid may, upon failure of the owing Property Owner to pay his share, record notice of its claim of a lien against such Property Tract and thereafter pursue a judicial action to foreclose said lien, subject only to any first mortgage, in any manner now or in the future permitted by law or equity with respect to mortgage liens. Proceeds received from such a sale shall be distributed first to pay the lien being foreclosed upon, plus all costs and expenses, interest and attorneys’ fees, and any surplus shall be distributed in accordance with the priorities established by applicable law. The other Property Owners may, in addition to, or instead of foreclosure, obtain a personal judgment against the Property Owner in default.
3. **EASEMENTS FOR TRAIL AREAS:** The SURVEY for VANDERBILT FARMS describes property shown as a 25’ TRAIL EASEMENT (hereinafter the “Trail”). The “Trail” runs across, over and through portions of the Property as shown on the SURVEY for VANDERBILT FARMS. In areas where access for maintenance and repair of the Trail is not available through normal routes along the Trail itself, the adjoining tract shall be subject to a non-specific Easement for ingress and egress over the adjoining tract for purposes of performing maintenance and/or repairs. In the event such utilization causes damage to the host tract, authorization for repairs for such damage shall be immediately granted by the Developer or the Committee Members, as hereinafter defined. .
- (a) No mechanical vehicles or devices including, but not limited to bicycles, dirt bikes, ATV’s, etc. are allowed on the TRAIL except for maintenance purposes.
 - (b) Care shall be taken not to trespass on lands which border the Trail.
 - (c) Developer reserves the right to install underground waterlines in the Trail ROW.
 - (d) Use of the Trail shall be for the pleasure of the user only and shall be at the user’s own risk. The Developer and Property Owners shall require that anyone who uses the Trail sign the approved Hold-Harmless form that:
 - (i) acknowledges assumption of risk,
 - (ii) agrees to hold harmless and indemnify the Developer and the other Property Owners from any liability for damage, personal injury, injury to others or death that may occur as a result of their use,
 - (iii) recognizes that such use is by permission and license only which may be revoked by the Developer or the Committee Members, as hereinafter defined, at any time and is not by invitation,
 - (iv) renounces and releases any prescriptive rights or easements whatsoever, and
 - (v) agrees to abide by all rules and regulations as previously stated or any future rules and regulations that may be adopted by the Developer or the Committee Members, as hereinafter defined. It shall be the responsibility of the Licensee to have the provided Hold -Harmless Form signed and in-hand prior to guests utilizing these areas. Forms must then be filed with the Committee Members. It is recommended that these forms be executed well ahead of anticipated use. Any guest on the Trail without proper authorization will be subject to arrest for trespassing.
 - (e) All guests using the Trail must be accompanied at all times by a Property Owner.

- (f) While the Trail is primarily for pedestrian purposes equestrian riders shall also have use of the Trail as provided for within. **In any event, equestrian riders shall always have the right-of-way over pedestrian users.**
4. **RELOCATION OF TRAIL:** The Trail is located generally as shown on the SURVEY for VANDERBILT FARMS. However, it is acknowledged that the Trail locations are not to be construed as exact and may in fact meander somewhat. Furthermore, and in consideration of the value of the Trail to the Property Owners as a whole, provisions are necessary to allow for relocating the Trail should present conditions to the existing terrain change in such a way as to render the present Trail either not usable or not safe to use and in a condition that will not allow for repairing to a safe and usable condition. Therefore, if in the sole opinion of the Developer or Committee Members (as hereinafter defined), circumstances dictate that the existing Equestrian Trail is either unsafe or not usable, and beyond repairing in its current location, the Trail may be moved to the nearest usable location. All expenses for movement or relocation of structures, including fencing, shall be borne by all Property Owners including a revised survey and plat of the Easement.
5. **REPAIR AND MAINTENANCE OF COMMON AREAS, DUES STRUCTURE and EQUESTRIAN USE FEE.**
- (a) When repairs that pose a safety issue are necessary, the Committee Members, (as hereinafter defined), must determine that the repairs are needed and undertake such repairs anywhere along the ROW or Trail. Property Owners hereby grant reasonable rights of passage over their respective lands for the purpose of maintenance and repair.
- (b) In consideration of the fact that Trail maintenance and repair issues are primarily a result of equestrian use, or necessary to allow a continuation of equestrian use, a significant share of these costs shall be allocated through a separate fee, as hereinafter provided for in (d), below, that shall be paid by all equestrian users.
- (c) The Property Owners shall work together to coordinate repair and maintenance activities so as to make repair and maintenance as economical as possible. Any damage to the Trail by a Property Owner or their guests, shall promptly be repaired by that Property Owner at their sole expense. If any Property Owner fails to promptly repair such damage so caused by him or his guests, the other Property Owners may do so; and the cost of doing so shall be the sole responsibility of the Property Owner responsible for the damage, to be paid and collected as allowed under civil procedures listed above.
- (d) An annual fee of \$150.00 shall be paid annually by all Property Owners who utilize the Trail at any time for **equestrian purposes**. This fee shall be paid on January 1, in advance, and pro-rated for the current year. No future increases in the annual equestrian use fees are allowable.
- (e) Any Property Owner, or his successors and assigns, failing to pay any statement tendered for authorized trail dues, assessments, or expenses within thirty (30) calendar days after delivery to the address of record, is subject to all rights of usage being revoked for the Property Owner and guests without further notice. A "reinstatement fee" not to exceed \$100.00 and all past due amounts must be paid to reactivate usage.
6. **EASEMENTS FOR WATER LINES:** The Developer hereby creates a twenty-five (25') foot wide easement, from the center of Bascule Ridge Lane, for water supply lines (hereinafter the "**Water Line Easement**"). The Water Line Easement shall allow for access necessary for maintenance, repair and/or replacement of water lines lying within the easement area; provided however that all costs for restoration to the disturbed land shall be borne by the Property Owner(s) performing such maintenance, repairs or replacements. If any Property Owner or their employees or agents shall damage the underground lines by any means whatsoever, said Property Owner shall be fully responsible for paying a **licensed plumber to repair, replace and pressure test all lines in the location where the damage occurred.**
7. **CREATION and APPOINTMENT of MEMBERS for OVERSIGHT COMMITTEE, hereinafter Committee:** Developer shall, at a time of its choosing, appoint three individual Property Owners to oversee maintenance of the ROW, Trail, and common areas. These individuals (hereinafter referred to as the "**Committee Members**"), who shall be delegated and assigned the specific responsibility of:
- (a) managing the Trail.
- (b) managing the gate, front entrance, fencing along Old Ashville Hwy, and all common areas and easements created under the Covenants.
- (c) managing the ROW and its roadbed Bascule Ridge Lane.
- (d) identifying problems and issues within the bounds of these areas and/or rights-of-way in need of maintenance and/or repairs, obtaining estimates of amounts necessary to undertake such maintenance and/or repairs and contracting for the execution of such required maintenance and/or repairs.
- (e) determining, collecting, and disbursing annual dues and assessments that shall be paid by the Property Owners and Equestrian Users for expenses related to the required maintenance and/or repairs for their respective areas of responsibility.
- (f) The Committee shall have no further administrative responsibilities.

The Committee Members' terms shall expire on January 1st of each year at which time a majority of the Property Owners may elect three new Committee Members or simply allow the Committee Members' terms to continue in annual cycles until a resignation occurs. Voting rights and assessments shall be singular to each of the within named Property Owners. However, in

the event any one owner shall purchase multiple tracts that contain only a single dwelling; then that owner shall only owe one assessment and have a single vote. If at any future time: (1) the tract is re-platted to its original division or (2) another dwelling is built; then an additional assessment to each appropriate collection entity shall immediately be due for the entire year in which the division occurs, and an additional vote will be allowable.

8. DUES STRUCTURE:

- (i) Individual Property Owners shall each pay annual dues and any assessments as necessary to provide the services described in preceding paragraphs. **This amount shall be \$150.00 for 2023. The amount for 2024 and future dues shall be based on annual maintenance expenses.**
- (ii) Upon construction of an Accessory Apartment (guest house) as described under provision (1) in Part Two. DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, provision 1(a), below, additional annual Committee dues in the amount of 50% of the fee for the primary lot will be assessed.

9. FINANCIAL RESPONSIBILITY OF THE DEVELOPER: The Developer will continue to provide essential services as needed during the development and sales period. The Developer shall not be required to participate in any general assessments for fees, dues, or capital expenses agreed to by the Property Owners and/or Committee other than provided for in (b) below.

- (a) **Pre-turnover expenses.** Prior to a turn-over to the Property Owners, it will be the Developer's responsibility to keep the books balanced, and to avoid any continuing deficit in operating expenses.
 - (b) **Post-turnover expenses.** After turn-over, the Developer shall not be responsible for the payment of general expenses and instead shall pay a set fee of \$150 annually per retained lot.
 - (c) **Exempted transactions.** At no time shall the Developer be responsible for the payment of any portion of any charges levied for deferred maintenance, reserves for replacement or capital improvements or additions, or to finance litigation or other claims against the Developer.
- 10. AMENDMENTS:** The Covenants may be amended by the Developer to make non-material changes without the consent of any Property Owner(s) if the amendment does not materially alter or change the rights of any Property Owner, including, but not limited to:
- (a) amendments to modify the types and sizes of unsold tracts and their appurtenant limited common elements.
 - (b) amendments correcting survey or other errors in the documents.
 - (c) amendments affecting the Trail,
 - (d) amendments affecting the Water Line Easement.
 - (e) amendments affecting the ROW and its roadbed.
 - (f) amendments affecting the Gate, sign, fencing along Old Asheville Hwy, and common areas.

Any amendments making material changes to the Covenants must be consented to and signed by all of the Property Owners.

- 11. ASSIGNMENT OF DEVELOPER RIGHTS:** Any or all of the rights and powers granted to or reserved by the Developer under the Covenants, including without limitation the power to approve or to disapprove any act, use, or proposed action, may be assigned by the Developer to any other responsible entity or person. Any such assignment or transfer shall be made by appropriate instrument in writing and distributed to each Property Owner.
- 12. ASSIGNMENT OF PROPERTY OWNERS' RIGHTS:** All rights hereunder granted shall not be further assignable by any Property Owner except as an appurtenance to and in conjunction with the sale of their property.
- 13. LEGAL IDENTIFICATION OF SPONSOR:** It is hereby acknowledged that the Developer, the Committee Member(s), and all Property Owners are hereinafter considered to be Equine Activity Sponsors for purposes relating to liability limitations for equestrian activities under SC Code of Laws Article 7, Chapter 9 of title 47. (1976).

PART TWO - DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

1. ALLOWABLE STRUCTURES: Only one (1) Dwelling House may be erected on a single Lot; provided however that an accessory apartment or "Guest House" may be erected in accordance with the provisions herein.

(a) APPROVED CONSTRUCTION:

- (i) **PRIMARY DWELLING:** No one-story dwelling house shall be constructed, erected, or placed on any Lot having a gross square footage displacement (footprint) on the ground floor of less than 3,000 square feet **including porches, garages, and sunrooms.** A carport does not constitute square footage displacement.
- (ii) No two-story dwelling house shall be constructed, erected, or placed on any Lot having a gross square footage displacement (footprint) on the ground floor of less than 2,500 square feet **including porches, garages, and sunrooms.** A carport does not constitute square footage displacement.

- (iii) Building plans are subject to architectural review and a nominal \$100 submission fee per plan will be due to pay for the professional review. Approval or denial of the suggested changes will be made by the Developer or Oversight Committee. Approval of proposed building plans shall not be unreasonably withheld. Furthermore, should no reply to a request for plan review be received by the applicant within 60 days from the date recorded with the submission, then plans shall be deemed approved.
- (iv) **GUEST HOUSE:** A guest house shall be constructed along the same lines to conform in appearance to the primary dwelling (i) above and shall contain approximately one-third the square footage of the primary dwelling. Site location for such structure must be approved by the Developer or Committee. Guest Houses may be occupied prior to completion of the primary dwelling for up to 18 months from the date certificate of occupancy is granted.
- (v) **ACCESSORY APARTMENT (BARN):** Barn apartments are allowable and there are no square footage requirements, however a barn apartment is considered to be the single allowable guest house. It shall be permissible to occupy a barn-apartment prior to completion of the primary dwelling.
- (b) **APPROVED CONSTRUCTION - BARNs:** Barns and outbuildings shall be constructed in a workmanlike manner and finished and enclosed on the exterior with quality construction-grade materials. Barns must be essentially enclosed. Run-in type barn construction is not acceptable for the primary barn. Three-sided run-in type shelters are acceptable for pastured areas. Aluminum siding is not allowable. In no case shall concrete block be exposed and if used for foundation or any wall, it shall be stuccoed or brick veneered.
2. **RENTALS:** Interval or short-term rentals, such as Airbnb and Vrbo, are prohibited.
3. **COMPLIANCE WITH COVENANTS:** In order to preserve the integrity of the and maintain property values for other Property Owners, strict compliance with these covenants is mandatory and expected. Any Property Owner (s), jointly or severally, shall have the right to proceed at law or equity to compel compliance with the within Covenants and to prevent the violation or breach of any of them.
4. **TRAILERS AND MOBILE HOMES:** Trailers, mobile homes, (including, but not limited to double wide mobile homes), barndominiums or manufactured structures, transportable in one or more sections, built on a permanent chassis designed for towing, (irrespective of whether such may be permanently affixed to the site) are strictly prohibited. A HUD-code manufactured home, Class A or otherwise, is also strictly prohibited.
- A Class A "modular" residential structure meeting all Spartanburg County building conditions including the necessary electrical, plumbing, heating, ventilating, and other service systems, manufactured off-site and transported to the point of use for installation or erection, with or without other specified components, as a finished building, and not built on a permanent chassis designed for towing is permitted. Any "modular" residential structure eligible for installation must also comply with all other restrictions set forth in these Covenants and be approved by Architectural review. Building plans must include all additional on-site enhancements to the exterior of the dwelling. No pre-existing residence may be moved from another lot location and placed on the Property.
5. **CONSTRUCTION TIME LIMIT:** No specific time limit is placed from the date of sale for construction of a dwelling to begin. However, prior to the construction of a permanent dwelling, the Property Owner shall maintain any open land by mowing.
6. **COMPLETION OF CONSTRUCTION:** The exterior on all units and other structures must be completed within 18 months after the construction of any structure commenced.
7. **REQUIRED SET-BACK:** No buildings or residences shall be constructed or located nearer than 150 ft from the center of the ROW with the exceptions of Lot 8, Lot 14, and Lot 15 as shown on the SURVEY for VANDERBILT FARMS. The ROW setback for Lots 8, 14, and 15 shall be 100 ft.
- Side set-back lines shall be a minimum 40 feet.
- No rear set-back lines will apply with the exception of 75 ft for Lot 14 boundary with Lot 13 and 75 ft for Lot 15 boundary with Lot 13.
- Furthermore, no individual lots can be further subdivided.
8. **DRIVEWAYS:** All driveways must be asphalt, concrete, brick or covered with pea gravel.
9. **TREE REMOVAL, MINING:** No mature hardwood trees may be indiscriminately removed from along the S. Pacolet River. Otherwise, trees that are dead, diseased or storm damaged may be removed immediately. No rocks, sand, gravel, clay or minerals shall be mined, excavated or removed from any property for commercial purposes.
10. **LANDSCAPING ACTIVITIES:** As certain portions of the Property are privileged to the extent that home sites located thereon have mountain views, it shall therefore be required that all Property Owners use diligence when planting trees that, when mature, such trees will not obscure the views from neighboring houses.
11. **EROSION CONTROL, CONTAMINATION:** DHEC Stormwater control measures should be in place before proceeding with any activity which may create erosion, siltation, or related surface disturbances. Such measures may include, by way of example and not of limitation, physical devices for controlling the run-off and drainage of water, special precautions in grading, silt fences and temporary ground cover to hold the soil until permanent ground cover can be established. No activity which results in contamination of or damage to the Property or neighboring lots shall be conducted at any time and each Property

Owner undertaking activities involving surface disturbance shall be liable for all resulting damages from such activity and for restoration of all property damaged as a result of such activity.

12. **PROHIBITED ACTIVITIES:** While Business and professional Property Owners may use their residence as an office, no manufacturing, business or production activities or any other activity shall be allowed that will cause an increase in public traffic. This includes commercial horse boarding operations. Commercial hay farming is allowable.

No noxious or offensive trade or activity shall be carried on upon property, nor shall anything be done thereon tending to cause danger, embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants, animals, device, or thing of any sort whose numbers, normal activities or existence is in any way noxious, dangerous, unsightly, or unpleasant that may diminish or destroy the enjoyment of other property in the neighborhood by the Property Owners. Specifically, cows, swine, poultry, fowl, or exotic animals are not permitted. Chickens (**no roosters**) are permitted in numbers less than ten. The storage of rubbish, debris, junk, post construction building materials, or collectibles shall not be permitted on the Property unless kept within a barn or outbuilding and out of view. Manure piles must be removed from the premises on a regular basis.
13. **FENCES:** All fencing that faces the ROW, Old Asheville Highway or an adjoining Owner's property must be wooden or vinyl three or four board at least 1" thick x 6" wide. Single or multiple board fencing with wire mesh or hog wire is permitted for other pastured areas that immediately adjoin the Trail. Electric wire-strand fencing is permitted in conjunction with approved board/vinyl fencing only. No stand-alone wire fencing. Chain link may be utilized for dog runs only.
14. **SERVICE YARDS:** All garbage receptacles and other unsightly objects shall be concealed from public view.
15. **PETS:** All animals kept on or about the Property shall be well maintained at all times and under the control of a responsible person. No animal shall be allowed to run at large. No animal is allowed off-leash except on the Owner's property. Any pet that consistently barks or makes disturbing noises which might reasonably be expected to disturb surrounding properties must be kept inside. Upon receipt of a valid complaint the offending Property Owner shall take immediate steps to correct the violation or shall remove the animal from the Property. Pet maintenance guidelines are taken from the Spartanburg County Animal Control Ordinance - Reference Section 6-18. For clarification purposes, a goat, whose sole purpose is to accompany a horse, will be considered a pet.
16. **GRAZING ANIMALS:** Grazing animals, other than horses, are prohibited. No Property Owner shall keep no more than one (1) horse for each one (1) acre of established pasture.
17. **VEHICLES:** Campers, recreational vehicles, utility trailers, boats and trailers (other than horse trailers) must be stored either entirely within a garage or barn or parked in such a manner that they are not immediately visible to the surrounding neighbors. No three- or four-wheel all-terrain type vehicles (ATVs) shall be operated anywhere except on the owner's property or while doing maintenance. "Dirt bikes" are not to be operated anywhere on the Property. Golf carts and utility vehicles built in a similar manner are acceptable anywhere except on the Trail. No vehicles or trailers of any type may be parked overnight along the ROW. No junk or salvage automobiles are allowed on the Property at any time. No inoperable vehicles or vehicles without a current license plate are allowed unless stored in an enclosed building or garage.
18. **HUNTING:** No hunting will be permitted on the Property, nor will the indiscriminate discharge of firearms be permitted thereon.
19. **SEWAGE DISPOSAL:** All sewage disposal for residences and barns shall be by systems installed with the approval of the SC Department of Health and Environmental Control.
20. **VARIANCES/NON-MATERIAL CHANGES:** Developer reserves the right to approve non-material changes and variances throughout the development process.
21. **BINDING EFFECT:** The provisions within these Covenants shall be appurtenant to and run with the Property and shall be binding upon and inure to the benefit of the Developers and Owners, their successors, heirs and assigns, and the present and future Property Owners until December 31, 2040, after which time these Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Property Owners has been recorded in the ROD modifying or terminating the provisions of the Covenants in whole or in part.
22. **ENFORCEABILITY:** For violation of or a breach of any of the Covenants by any person claiming by or through or under the Developers and/or Property Owners, or by virtue of any judicial proceeding, the Developers, and any other Property Owners, or any of them jointly or severally, shall have the right to proceed at law or equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to promptly enforce any of these Covenants shall not bar the enforcement at a later date. Prevailing parties shall be entitled to be reimbursed for all reasonable costs and expenses including attorney fees.

(SEE DECLARANTS SIGNATURE PAGES ATTACHED)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 4th day of May, 2023.

IN THE PRESENCE OF:

HONEY BEE CO., LLC, a South Carolina Limited Liability Company
MEMBERS

JONES KIDS INVESTMENTS, LP

[Signature] (SEAL)
L. BRENT JONES, as Manager of Jones Kids Management
Company, LLC, General Partner

[Signature]
WITNESS
[Signature]

WITNESS

DURHAM KIDS INVESTMENTS, LP
[Signature] (SEAL)
PHILIP R. DURHAM, as Manager of Durham Kids Management
Company, LLC, General Partner

[Signature]
WITNESS
[Signature]
WITNESS

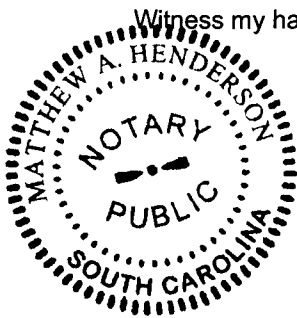
STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, Matthew A. Henderson the undersigned Notary Public,
(print name of notary)

do hereby certify that L. Brent Jones + Philip R. Durham Managing Member of Honey Bee Co, LLC, a South Carolina Limited Liability Company personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 4th day of May, 2023.



[Signature]

Notary Public for S.C.

My Commission Expires: 2-2-32