

Re-record to correct Plat references

BOOK 1975 PAGE 500 ✓
BOOK 1970 PAGE 1420 ✓

2001 NOV 29 10:21

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

EASEMENTS, COVENANTS AND RESTRICTIONS

"BURBAN CREEK PLANTATION."

WHEREAS Wild Turkey Holdings, LLC., hereinafter referred to as the owner and developer of a tract of real property located in Greenville County, South Carolina, which has been subdivided into residential lots designated as Lots Number One (1) through Thirty One (31) in a development to be hereafter known and designated as Burban Creek Plantation, according to a plat of survey thereof by Brian Gosnell recorded in Plat Book 44-0 at page 69 A+B in the RMC Office for Greenville County.; and and Plat Book 44-T at Page 48 and Plat Book 44-Sat Page 35

WHEREAS, the said Owner and Developer, believing it to be in the best interests of all present and future owners of lots within this Subdivision, now desire to impose certain protective covenants and restrictions as to the use of such lots, and to reserve certain easements for utilities, roadways or amenities for the use and benefit of all owners of lots therein;

WHEREAS, as part of the overall development the developer will dedicate 500 acres known as "The Reserve" in perpetuity to Upstate Forever for the express purpose of providing hunting land for the owners and guests of Burban Creek Plantation, said dedicating to be effective one (1) year and one (1) day after title to said property is acquired by the Developer;

WHEREAS, the residential lots in the Development will consist of five (5) 20 acre tracts, seven (7) 10 acre tracts and eleven (11) 5 acre tracts or as may be amended by the Developer prior to the sale of any lots but in no event less than five (5) acres;

WHEREAS, the aforementioned 500 acre reserve shall be exclusively for the owners and their guests and will be subject to rules and regulations as set forth in a separate document entitled "Rules and Regulations for The Reserve of Burban Creek Plantation".;

NOW, THEREFORE, the undersigned Owner and Developer hereby reserve the following easement and adopts the following Protective Covenants and Restrictions for Burban Creek Plantation, as follows, to-wit:

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I. **EASEMENTS, COVENANTS AND RESTRICTIONS:** All lots in this Subdivision shall be held, used, conveyed, transferred and sold subject to the within restrictions, covenants, reservations and easements. The same shall be binding upon all parties or person claiming under the undersigned, and shall run with the land, for a period of twenty-five (25) years next following the date hereof, after which the same shall be automatically extended for successive periods of twenty-five (25) years each unless an instrument in writing by a majority of the then-owners of lots in this Subdivision shall be recorded agreeing to change the same in whole or part. Except as provided herein, no lot may be used or occupied, and no structure built within this Subdivision except in conformance with the following:

1. No professional office, business, trade or commercial activity of any kind may be conducted in any building or upon any lot or upon any portion of any lot, excepting electronic communication such as telephone, fax computer and similar equipment and not as a primary facility for any business activities. No employees or storage or other business activity are permitted. No structure of a temporary nature, including but not limited to a trailer, mobile home, modular or prefabricated home, basement, tent, shack, garage, barn or other outbuilding may be located upon or used as a residence on any lot. No temporary building of any kind will be allowed on any lot, unless incidental to the construction of a permanent dwelling on said lot, in which event such building must be removed upon completion of the construction work. Log homes, however, will be permitted.
2. The owners of the lots are required to comply with the erosion and sediment control measures as shown on the Department of Health and Environmental Control Approval Plan of the State of South Carolina.
3. All lots shall be used for residential purposes only, and no building may be created, altered, placed or permitted to remain on any lot other than one single family dwelling, and only one detached building for garage or hobby use of similar design and construction as the main house which shall not exceed one story in height above ground level and not exceed 600 square feet overall.
4. The outer walls of any dwelling shall be of masonry, wood, natural stone, masonry veneer, redwood or such vinyl as may be approved by the Architectural Review Committee but no asbestos shingle or imitation masonry on outer walls will be permitted. All buildings shall have a solid perimeter foundation of poured concrete, brick or concrete block. No concrete block or concrete brick may be used in construction of any dwelling which may be visible from exterior after grading has been complete, except for texture slump stone used as a decorative feature.

5. The ground floor area of the main floor structure of any dwelling constructed upon any lot shall contain not less than 1000 square feet of enclosed and heated floor space with an attached garage of no less than 400 square feet. In the event an owner builds with a 2 or 2 ½ story configuration (maximum height of 2 ½ story) said residence must have at least a minimum of 1700 heated square feet.
6. No building or structure of any kind may be located nearer to the front lot line of any lot than as shown on the recorded plat.
7. No lot in this Subdivision may be resubdivided into smaller lots. There shall be no more than one main dwelling located on any lot of this Subdivision. Should the owner of one lot acquire an adjoining lot, the aggregate shall be considered as two individual lots for purposes of these covenants and subject to the provisions of this paragraph. No lot and no part of a lot shall be dedicated or used or permitted to be used as a right-of-way for the public except only with the written approval of the Architectural Review Committee.
8. All construction commenced on any lot shall be completed with twelve (12) months after construction is begun.
9. No signs or bulletin board will be permitted on any lot except when used in connection with the sale of a lot or when used by contractors during the actual construction of a dwelling upon any lot. The sign shall not exceed four (4) square feet overall.
10. Any dwelling constructed on any lot must be serviced by a sewage disposal system of a type and kind approved by the South Carolina State Board of Health and Environmental Control.
11. Any house pets maintained by any lot owner must be kept confined so as not to be or become a nuisance to any other lot owner. Such pets must be fenced or leashed except when hunting. No pigs, cows, horses, chickens or other outdoor birds shall be permitted or maintained on any lot.
12. No noxious or offensive activity may be carried on upon any lot, nor anything which may be or become an annoyance or nuisance to the general neighborhood, including but not limited to the parking or storage of wrecked or disabled vehicles upon any lot or street within the development. All disabled vehicles permanently housed on any lot must be garaged at all times in an enclosed garage.

13. All trash, garbage or other waste shall be kept only in containers approved for sanitary conditions, by governmental authorities or the Architectural Review Committee and any equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No lot shall be used or maintained as a dumping ground for trash or rubbish. No burning is permitted on any lot and any refuse, including trimmings, must be hauled from the lot, with ten (10) days of accumulated at owners expense.
14. Each lot owner shall be responsible for the maintenance of his entire lot. Each lot shall be kept clean of debris and lawn cut and other things as to prevent objectionable viewing to others.
15. There is reserved along all lot lines an easement of ten (10) feet in width for installation, operation and maintenance of utilities and for drainage. Any other easements shown upon the recorded plat of the subdivision are also reserved for the specified purposes. No owner shall impair access to the above which must be kept as open space free of obstruction.
16. All ditches and drainage swales shall be kept free of trash, tree trimmings, and garbage by the owners of each lot in order to permit the proper flow of water and drainage within the Subdivision.
17. Any ownership or leasing arrangement of a lot having the characteristics of a vacation time sharing ownership plan or a vacation time sharing lease plan is expressly prohibited. No leasing or renting is permitted.
18. Roofs (except dormers) shall not be less than six-in-twelve pitch, and not less than twelve (12") inch overhang. Roofing materials shall be limited to slate, cedar shake, tile, fiberglass shingles or standing seam roofing. Corrugate iron, tin or rolled roofing material is not permitted.
19. No satellite dish will be permitted on any lot or in any portion of this Subdivision except one (1) digital satellite dish with a diameter of not more than twenty-four (24") inches is permitted per lot, as approved by the Architectural Review Committee.

- II. ARCHITECTURAL REVIEW COMMITTEE.** The Developer herewith creates the Architectural Review Committee herein referred to as A.R.C. which will consist of Jerry Williams and up to six additional property owners. The two original committee members will be selected by Jerry Williams with additional members being elected by a majority vote. All owners shall submit plans for review by the Committee, who may approve, disapprove or recommend changes to the proposed construction. The Committee shall be empowered to determine conformity to the same standards as other lots in Burban Creek Plantation, in addition to the restrictions as herein set forth, not inconsistent with the same. Upon the occasion of the Developer having sold all the lots in the Subdivision to individual Owners, the homeowners shall meet for the purpose of electing two or fewer number, at their choice, with the understanding that Dr. Jerry Williams shall remain on the committee, to continue as the Architectural Review Committee until a majority of the property owners in writing vote for the dissolution of the said Committee; otherwise to continue in perpetuity. All A.R.C. decisions will be made by majority vote.
- III. OTHER PROPERTY:** The Undersigned reserves the right from time to time to apply these covenants, restrictions and easements to additional lands developed as a part of Burban Creek Plantation by placing of record an additional plat or plats so designated and re-recording this or an altered version, as is deemed appropriate by the owner/developer.
- IV. WAIVER OF SURFACE WATER CLAIMS.** The purchasers and grantees of any lot in this Subdivision agree to accept surface water from the roadways and waive any claim for damages by reason of surface water from any roadways.
- V. OTHER RESTRICTIONS.** All lots in this Subdivision will be conveyed subject to covenants and restrictions as imposed by the S. C. Department of Natural Resources pertaining to "The Reserve", which covenants, restrictions, and easements as set forth in said Deed are covenants and restrictions which shall run with the land and be binding on any and all purchasers of lots in Burban Creek Plantation.
- VI. ENFORCEABILITY.** Any owner may institute a lawsuit in equity against any person violating or attempting to violate any covenants; to restrain violation and to recover damages. The successful party shall be entitled to reasonable attorney's fees and costs.
- VII. SEVERABILITY.** Invalidity of any one of these covenants by judgment of a Court of competent jurisdiction shall not effect any of the other provisions hereof which shall remain in full force and effect.
- VIII. CONFLICT.** In the event of a conflict between these Restrictions and other such Restrictions, the more restrictive provision shall apply and be enforceable as herein provided or as otherwise enforceable.

IX. **RESALE.** Any lot that is subsequently offered for resale must first be offered to the Burban Creek Homeowners Association, at the MAI Appraised Value. The owner shall be responsible for obtaining the appraisal at their expense. The Homeowners Association shall have 30 days to purchase the property after receipt of said appraisal. If the Homeowners Association does not purchase said property or waives the right to do so the property may be sold free of this restriction.

X. **HOMEOWNERS ASSOCIATION.** A non profit Homeowners Association will be formed at or prior to the sale of the last lot in the subdivision. The Association shall be opened by a Board of Directors of not more than five (5) members or less than three (3) members who shall be elected each year by the homeowners at the annual meeting. The initial board shall consist of Jerry Williams and two (2) other property owners appointed by Jerry Williams.

IN WITNESS WHEREOF, the Developer has hereunto placed his hand and seal this 10th day of October, 2001.

WITNESSES

BURBAN CREEK PLANTATION

Jane Baecher
Shanda J. Steadley
State of South Carolina)

BY: [Signature]
Jerry Williams, President

PROBATE

County of Greenville)

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Grantor(s) sign, seal, and, as their act and deed, deliver the within-written Restrictive Covenants, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 10th day of October, 2001

Shanda J. Steadley (SEAL)
Notary Public for South Carolina
My Commission Expires: 9-14-2010

Jane Baecher

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 10:21 AM
11 29 01 RECORDED IN DEED
BOOK 1975 PAGE 0500 THRU 0505
DOC # 2001107862

FILED FOR RECORD IN GREENVILLE
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10 12 01 RECORDED IN DEED
BOOK 1970 PAGE 1420 THRU 1425
DOC # 2001092273

Judy A. Hix

Judy A. Hix

Re-record to follow Encumbrance

BOOK 1970 PAGE 1426 ✓

BOOK 1975 PAGE 514 ✓

ADDENDUM TO COVENANTS AND RESTRICTIONS

2001 NOV 29 10:31

RULES AND REGULATIONS
FOR
"THE RESERVE"
OF
BURBAN CREEK PLANTATION

2001 NOV 29 10:31

WHEREAS, "The Reserve" is a 500 acre hunting area established for the exclusive use of its members; and

WHEREAS, the only members are owners of the lots in Burban Creek Plantation and said members wish to be governed by rules and regulations regarding the use of "The Reserve; and

WHEREAS, the rules and regulations are intended to provide for the enjoyment and safety of all members and at the same time preserve in perpetuity a large tract of land for the habitation of wildlife in conjunction with best land managements practices in regards to the timber; and

WHEREAS, these rules and regulations shall run with the land and be considered part of the covenants and restrictions for Burban Creek Plantation; and

NOW, THEREFORE the following Rules and Regulations are hereby imposed on the land known as "The Reserve" of Burban Creek Plantation.

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- I. **MEMBERSHIP.** Only title holders of lots in Burban Creek Plantation shall be members. In the event a lot is owned by more than one individual, the owners shall decide which owner will be the member since only one (1) member per lot is allowed.
- II. **USE BY MEMBERS.** The property may be used by the member at any time during posted hours provided the member properly registers his location on the property at the registration station. Said member may have up to three (3) guests at one time provided they are properly registered and located. All minors must be accompanied by an adult. Guests are allowed only when accompanied by Member.

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- III. **ASSUMPTION OF RISK.** All reasonable safeguards will be imposed to insure the safety of the members and their guests but inasmuch as the property will be used for hunting there remains some degree of risk and therefore the members and their guests realize this risk and do assume same when using the hunting property. As well as assuming the risks, all users of the land do by their registration and entry agree to hold the owner harmless from any liability in connection with any claim for loss which may be sustained by any use of the property whether said loss is for personal or property damage. All members are obligated and required to have each guest sign "The Reserve Waiver and Release Form" before allowing any guest to use or occupy the 500 acre reserve area and further agree to hold all other members harmless for their failure to do the same.
- IV. **GAME LIMIT.** All hunting and fishing game limits shall be set by the Board of Governors. Violations will not be tolerated and may constitute grounds for removal or suspension from the membership.
- V. **TIMBER.** The owner reserves the right to cut such timber as he deems necessary and appropriate provided he uses best land management practices.
- VI. **DUES.** Members shall pay annual dues in the amount of \$1,000.00 to defray the costs of maintenance and equipment used in maintaining "The Reserve". Said dues shall be payable annually by January 15 of each year. Failure to pay within thirty (30) days of the due date may result in suspension of membership until all dues are paid. Said dues shall attach to the members' property and be enforceable as homeowner association dues.
- VII. **HUNTING AND FISHING REGULATIONS.** Regulation regarding the type of ammunition being used may change from time to time and the rules will be posted at the registration station. Failure to adhere to these regulations may result in suspension or expulsion from "The Reserve". S. C. State rules and regulations must be followed at all times. In addition to the S. C. Government and Fish Regulations, the Board of Governors has the authority to implement rules and regulations specific for the management of the game located on the reserve. Said rules and regulations will be published and distributed to each member at the beginning of each calendar year and may be amended by the Board of Governors as deemed necessary to preserve the quality and habitat of the wildlife.
- VIII. **LAND OWNERSHIP.** While the land will be dedicated in perpetuity one year and one day after acquisition to the S. C. Wildlife Trust entitled "Upstate Forever", the title to the property shall remain in the name of the Developer and said Developer shall be entitled to all benefits derived therefrom.
- IX. **OBLIGATIONS OF DEVELOPER.** The Developer agrees to prepare the dedicated property for the best hunting and fishing environment possible and to maintain said property by proper seeding and planting and by erection of sufficient tree stands and duck blinds. All such blinds are available on a first come first serve basis.

X. **ASSESSMENT.** In the event the annual dues are insufficient to carry the expense of maintaining the property, the members acknowledge and agree that any shortfall will be funded by an assessment for each member by an amount equal to their pro-rata share of said expense overrun. Said assessment must be paid in the manner prescribed by the Board of Governors.

XI. **ADMINISTRATION.** The rules and regulations shall be administered by a Board of Governors. The Board will consist of three (3) members, two of which shall be elected by a majority of the lot owners of Burbank Creek Plantation at an annual meeting to be held the first Monday in January in the year following the sale of at least three (3) lots. The other member of the Board will be Dr. Jerry Williams. Membership on the Board will be for one (1) year other than the membership of Dr. Williams, which is permanent. In the event Dr. Williams ceases to be a director by reason of death or disability, his appointed Personal Representative or Attorney-in-Fact shall serve in his stead. No compensation will be paid to any Board Member.

The Board of Governors has the right to assess, interpret and, if necessary, amend the "Rules and Regulations" by a majority vote. All decisions of the Board of Governors are final.

XII. **RESALE.** Any lot that is subsequently offered for resale must first be offered to the Burbank Creek Homeowners Association, at the MAI Appraised value. The owner shall be responsible for obtaining the appraisal at their expense. The Homeowners Association shall have 30 days to purchase the property after receipt of said appraisal. If the Homeowners Association does not purchase said property or waives the right to do so the property may be sold free of this restriction.

BOOK 1970 PAGE 1429

BOOK 1975 PAGE 517

IN WITNESS WHEREOF, the Developer has hereunto placed his hand and seal this
10th day of October, 2001.

WITNESSES

Jane S Backer
Shanda J Headley
State of South Carolina)

County of Greenville)

BURBAN CREEK PLANTATION

BY: [Signature]
Jerry Williams, President

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within-named Grantor(s) sign, seal, and, as their act and deed, deliver the within-written Restrictive Covenants, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 10th day of
October, 2001
Jane S Backer (SEAL)
Notary Public for South Carolina
My Commission Expires: 9-8-09

Shanda J Headley

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 10:31 AM
11 29 01 RECORDED IN DEED
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Judy A. Hix

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Judy A. Hix