

Re-record to Follow Easement

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ADDENDUM TO COVENANTS AND RESTRICTIONS

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

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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 Burban 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 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.

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

WITNESSES

Jane J Backus  
Shonda J Steady  
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 10<sup>th</sup> day of  
October, 2001

Jane J Backus (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 9-8-09

Shonda J Steady

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Judy A. Hill

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Judy A. Hill