

STATE OF SOUTH CAROLINA

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RESTRICTIVE COVENANTS FOR

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COUNTY OF SPARTANBURG

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ROCKY RIDGE FARMS

WHEREAS, ROCKY RIDGE FARMS LLC("Owner"), is the owner of certain real property as shown as Tax ID #(s) 4-43-00-009.00 consisting of approximately 178 +/- acres in SPARTANBURG County, South Carolina.

WHEREAS, Owner desires to impose Restrictive Covenants on the property described on the aforesaid Tax ID Number and any Tax ID Numbers that are created due to the division of the aforesaid TAX ID Number, herein after referred to as the ("Property"). Likewise, any owner of any portion of the Property shall be referred to as ("Lot Owner").

NOW, THEREFORE, for and in consideration of the foregoing and the benefits flowing to the Lot Owners of the aforesaid Property, the undersigned does hereby impose the flowing Restrictive Covenants on all the Property.

GENERAL RESTRICTIONS

1. Lot owners shall not subdivide any future lot to be less than a minimum of Five (5) acres.
2. All lots shall be used solely as building lots for single family residential homes or homestead style recreational (non- commercial) farms or ranches.
3. Building front yard set-back shall be a minimum of 70 feet. Building set-back for the side yard shall be 30 feet and the back yard set back shall be a minimum of 30 feet.
4. All dwellings must have at least 1500 square feet of heated living area and any multistory structure must have a minimum of 1500 square feet of heated living area on the ground floor. All garages to be side or rear entry. Unless otherwise expressly permitted by the Developer – ROCKY RIDGE FARMS LLC
5. All sides of residential structures shall be brick, rock, stucco, wood, Hardee plank, viynl or any combination thereof.
6. Fencing shall be limited to vinyl, wood, wrought iron, or metal. Chain link, barbed wire and chicken wire are allowable only for purpose of dog runs, chicken pens, live stock enclosures, pool areas and the like as approved by the Developer. All fencing to be placed in the front yard of any property must be approved specifically by the Developer.
7. No business or commercial enterprise shall be erected, maintained, operated, carried on, permitted or conducted on the Property, except any home office type businesses that does not involve high volume of invitee traffic and/or high volume of commercial tractor trailer or truck deliveries or pick up on the Property. High volume of commercial tractor trailer or truck delivery/pickup on the Property shall be defined as more than 1 tractor trailer per week. No tractor trailer delivery or pick up be 8:30am nor after 5:30pm Monday through Saturday. No truck delivery or pickup on Sunday.

DEE-2022-5755



DEE BK 135-R PG 198-201

Recorded 4 Pages on 02/04/2022 08:41:00 AM

Recording Fee: \$25.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Dorothy Earle, Register Of Deeds

8. No portion of the Property shall be used for sheet metal fabricating or metal workshop type work or any similar loud noise or obnoxious smell manufacturing or assembling process.
9. No portion of the Property shall be used for the repairing of vehicles, trucks, trailers, farm, heavy equipment, or tractors other than those vehicles owned by the Lot Owner. Any such repairs shall be made only within and enclosed structure, such as a garage, shed, or barn.
10. No mobile homes, house trailers, or manufactured housing shall be permitted on the Property. No modular home shall be permitted on the Property.
11. All vehicles on the Property shall have current licenses and tags. Any inoperative or unlicensed vehicles shall be stored within an enclosed structure. Any campers, recreational vehicles, buses, vans, heavy trucks, heavy equipment, etc. shall be stored within an enclosed structure (garage, shed, or barn, etc.) and not visible to neighboring Lot Owners.
12. Any motorcycles, 3 wheelers, 4 wheelers, all-terrain vehicles, utility vehicles, golf carts, go karts, mini bikes, or other similar items, including all small engine devices/equipment/tools shall be stored within an enclosed structure (garage, shed, or bar, etc).
13. Any other animals, birds, fowl, not specifically listed in these General Restrictions are hereby prohibited on the Property.
14. Pigs, hogs, or swine shall not be permitted.
15. Cattle, horses, donkeys, mules, shall be limited to 1 head per 2 acres.
16. Sheep and goats shall be permitted with each category limited to 2 head per acre.
17. Chickens, rabbits, turkeys, guinea fowl, geese, and ducks shall be permitted for Lot Owner personal use/consumption.
18. Roosters shall not be raised, bred or kept on any lot
19. Household pets and work animals (such as dogs and cats) are permitted, provided they stay within the confines of the Lot Owner's portion of the Property.
20. In the event any governmental regulation or rule or law is more restrictive regarding animals on the Property and such regulation or rule or law does not permit the Property to be "grandfathered"; then such rule or regulation shall govern and shall supersede these Restrictive Covenants.
21. After a lot is conveyed by Owner each subsequent Lot Owner shall assure that the property is properly maintained by periodically cutting grass, cleaning and clearing of undergrowth and otherwise undertaking to maintain an appealing appearance of the Property.
22. Lot Owners shall comply with the Spartanburg County Board of Health regulations and requirements concerning waste materials and disposal thereof, including any burning.
23. No portion of the Property shall be used or maintained as a dumping ground for debris, litter, garbage, trash, junk, non-operating equipment or vehicles or parts thereof. Any items of waste or garbage shall be kept in a sanitary container and kept out of sight of the road or any neighboring Lot Owner.
24. Nothing contained herein shall be construed to prevent a Lot Owner from leasing the lot or any building thereon to any other party; provided the Restrictive Covenants set forth herein shall govern the usage of the lot and shall be equally binding upon such tenant.

ENFORCEMENT AND DURATION

25. These Restrictive Covenants shall be interpreted and enforced according to the laws of the State of South Carolina.
26. All Restrictive Covenants are enforceable by any one or more Lot Owner(s) or any governmental agency authorized to enforce these covenants and any successor in interest or tenant with an interest in any portion of the Property.
27. The invalidation of any Restrictive Covenant or provision in the Agreement by a judgment or court order shall not affect the remaining provisions of this Agreement and the remaining covenants, restrictions, and provisions shall remain in full force and effect.
28. These Restrictive Covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date this Agreement is recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by eighty percent (80%) of the Lot Owners has been recorded to change or amend these Restrictive Covenants in whole or part.

IN WITNESS WHEREOF, I have set my hand and seal this 1st day of December, 2021.

ROCKY RIDGE FARMS LLC

Wm J Taylor III

William J Taylor III, Owner
101 E. Washington Street, Suite 300
Greenville, SC 29601

[Signature]
Witness

SWORN to and subscribed before me this
1st day of DECEMBER, 2021.

[Signature]
Witness

[Signature]
Notary Public for South Carolina
My Commission Expires: 09/22/2027

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

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ACKNOWLEDGEMENT

I certify that William James Taylor, III personally appeared before me the undersigned witness who, being duly sworn, deposed and said that she saw William James Taylor, III as Owner of Rocky Ridge Investment, LLC seal and deliver the foregoing document and that she, together with the other witness whose name appears as a witness, witnessed the execution thereof.

I certify that William James Taylor, III personally appeared before me this day and certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and witnessed Williams H. Owens sign the foregoing document.

Sworn to and subscribed before me this 3rd
day of December, 2021.


Ashley Blount, Notary Public for South Carolina
My Commission Expires: 9/22/27


Witness

Witness

(Official Seal)

