

STATE OF SOUTH CAROLINA	)	RESTRICTIVE COVENANTS FOR
	)	
COUNTY OF ANDERSON	)	SHADY GROVE FARMS PHASE II

WHEREAS, Shady Grove Land Co., LLC (“Owner”), is the owner of certain real property as shown as P/O TAX ID # 273-00-08-026-000 consisting of approximately ±13.63 acres in Anderson County, South Carolina and being more fully described upon Exhibit A attached hereto (“Property”).

WHEREAS, Owner desires to impose Restrictive Covenants on Property as described upon Exhibit A. 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 current or 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. The building front yard setbacks of each lot shall be a minimum of 70 feet. Building setbacks for the side yards shall be 30 feet and the back yard setbacks shall be a minimum of 30 feet for each lot.
4. All dwellings must have at least 1250 square feet of heated living area and any multistory structure must have a minimum of 1250 square feet of heated living area on the ground floor. All garages are to be side or rear entry of the residential structure, unless otherwise expressly permitted by the Developer (See Paragraphs 26 and 27 herein).
5. All sides of the residential structures shall be brick, rock, stucco, wood, Hardee plank, or any combination thereof. No vinyl siding shall be permitted as a primary façade material. Any siding materials not listed above, shall be submitted to the Developer for consideration (See Paragraphs 26 and 27 herein).
6. Fencing shall be limited to vinyl, wood, wrought iron, or metal. Chain link, barbed wire and chicken wire are allowable only for the purpose of dog runs, chicken pens, livestock enclosures, pool areas and the like, as expressly approved by the Developer on a case-by-case basis. All fencing to be placed in the front yard of any property must be expressly approved, in writing, 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 do not involve high volume of invitee traffic and/or a high volume of commercial tractor trailer or truck deliveries or pickups to/from/on the Property. High volume of commercial tractor trailer or truck delivery/pickup to/from/on the Property shall be defined as more than 1 tractor trailer per week. No tractor trailer delivery or pickup before 8:30am nor after 5:30pm Monday through Saturday. No truck delivery or pickup shall occur on Sunday.
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 equipment, heavy equipment, or tractors other than those vehicles owned by the Lot Owner. Any such repairs shall be made only within an 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 homes 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 (garage, shed, or barn, etc.). 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, minibikes, or other similar items, including all small engine devices/equipment/tools shall be stored within an enclosed structure (garage, shed, or barn, etc.).
13. Pigs, hogs, or swine shall not be permitted.
14. Cattle, horses, donkeys, and/or mules, shall be limited to 1 head per 2 acres.
15. Sheep and goats shall be permitted with each category limited to 2 head per acre.
16. Chickens, rabbits, turkeys, guinea fowl, geese, and ducks shall be permitted for Lot Owner's personal use/consumption.
17. Roosters shall not be raised, bred, or kept on or within any lot.
18. 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.
19. Any other animals, birds, fowl, not specifically listed in these General Restrictions are hereby prohibited on 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 Anderson 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 in accordance with the laws of the State of South Carolina.
26. If the Developer still owns any of the Lots bounds by these Restrictive Covenants, and a Lot Owner or Prospective Lot Owner wishes to deviate from any of the General Restrictions listed herein, the Lot Owner or Prospective Lot Owner must provide a written request to the Developer, specifying the deviations they wish for the Developer to consider. The Developer shall in no way be obligated to accept a Lot Owner or Prospective Lot Owner's request. Should the Developer accept any or all deviations from the General Restrictions requested from a Lot Owner or Prospective Lot Owner,

- the Developer shall provide a written Release from said General Restrictions to be recorded in the Register of Deeds Office for Anderson County, identifying the property subject to said Waiver.
27. The existence of a Waiver (as described in Section 26) does not invalidate the General Restriction(s) of any other property than for which the Waiver is issued. Furthermore, Waivers shall be granted by the Developer, and the Developer only, on a case-by-case basis and the granting of one Waiver shall in no way bind the Developer to grant an additional Waiver, even if the request to deviate is identical in nature to that granted in a prior Waiver.
 28. 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.
 29. 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.
 30. 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.
 31. If the Developer still owns any of the Lots bound by these Restrictive Covenants, the Developer hereby retains the unilateral right to amend or modify these Restrictive Covenants without the consent or approval of any of the Lot Owners.
 32. Upon the Developer's conveyance of 100% of the Lots bound by these Restrictive Covenants, if there be a need or want to amend or modify these Restrictive Covenants, a written instrument, signed by eighty percent (80%) of the Lot Owners must be recorded to change or amend these Restrictive Covenants in whole or in part.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Shady Grove Land Co., LLC has, through its duly authorized member, has caused these Covenants and Restrictions to be executed this _____ day of April, 2024.

Shady Grove Land Co., LLC

Witness

William James Taylor, III, Member
301 N Main Street #501
Greenville, SC 29601

Witness / Notary

STATE OF SOUTH CAROLINA

)

)

COUNTY OF ANDERSON

)

ACNOWLEDGEMENT

Personally appeared before me, _____, and made oath that she/he saw _____, Shady Grove Land Co., LLC, sign, seal and as the act and deed of said Limited liability Company, deliver the within written instrument for the purposes therein mentioned, and that _____ (Witness #1) witnessed the execution thereof.

SWORN to and subscribed before me this.
_____ day of _____, 2024.

Notary Public for _____ South Carolina

My Commission Expires: _____

EXHIBIT A

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Anderson being shown and designated in the chart below and as follows as: Tract 1 containing 2.25 acres, more or less; Tract 2 containing 2.10 acres, more or less; Tract 3 containing 2.06 acres, more or less; Tract 4 containing 2.40 acres, more or less; Tract 5 containing 2.16 acres, more or less; Tract 6 containing 2.66 acres, more or less as shown on plat prepared by Glenn Associates Surveying, Inc., Michael R Mills, SCPLS #11606, dated April 16, 2024 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Book S3141 Page 00006, and having the metes and bounds, courses and distances as upon said plat appear. Further described by survey attached in Exhibit B. Any acreage not described in the Table below shall not be encumbered by the Covenants.

TMS # P/O 273-00-08-026-000

DERIVATION:

This being the same property conveyed unto Shady Grove Land Co., LLC by warranty deed of David W. Black and Greg L. Black, dated December 20, 2023 and recorded December 20, 2023 in the Office of the Register of Deeds for Anderson County, South Carolina in Deed Book 17130 at Page 112.

<u>Tract/Lot #</u>	<u>Acreage</u>
Tract 1	2.25
Tract 2	2.10
Tract 3	2.06
Tract 4	2.40
Tract 5	2.16
Tract 6	2.66

GRID TIE:
NAD 83 (2011) S.C. GRID COORDINATES FROM
BENCH MARK:
"SOUTH CAROLINA VIRTUAL REFERENCE NETWORK"

SCALE FACTORS:
FIELD TO GRID DATUM: 0.999866546
GRID TO FIELD DATUM: 1.000133454
NOTE: MEASUREMENTS SHOWN HEREON ARE FIELD DATUM
THIS TIE DATA TO BE USED FOR LOCATION ONLY.

POINT	DESCRIPTION	NORTHING	EASTING	LATITUDE	LONGITUDE
503	MAG NAIL SET	974,618.72	1,582,230.15	N 34° 30' 15.5593"	W 082° 23' 12.3128"
512	MAG NAIL SET	974,679.27	1,582,830.82	N 34° 30' 16.2380"	W 082° 23' 05.1453"
508	MAG NAIL SET	974,917.26	1,582,951.24	N 34° 30' 18.6080"	W 082° 23' 03.7446"

COURSES ALONG BOUNDARY OF LOT 1 - 2.25 ACRES		
PT-PT	BEARING	DISTANCE
503-7	N 60° 46' 28" W	40.65'
7-8	N 58° 32' 22" W	9.36'
8-2012	N 30° 00' 40" E	35.92'
2012-1005	N 30° 00' 40" E	179.61'
1005-2001	N 29° 56' 18" E	5.69'
2001-2015	N 61° 02' 29" W	234.14'
2015-501	N 27° 54' 22" E	297.99'
501-502	S 62° 05' 39" E	295.24'
502-504	S 30° 00' 33" W	167.27'
504-514	S 30° 00' 33" W	324.97'
514-503	S 30° 00' 33" W	33.00'

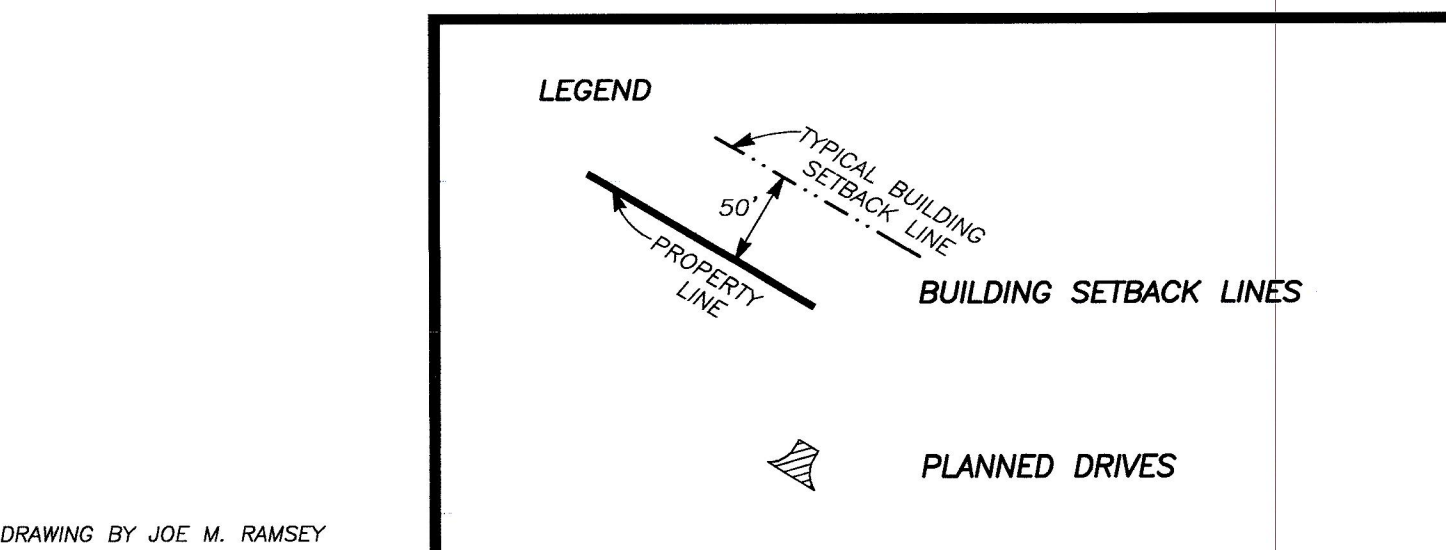
COURSES ALONG BOUNDARY OF LOT 2 - 2.10 ACRES		
PT-PT	BEARING	DISTANCE
503-514	N 30° 00' 33" E	33.00'
514-504	N 30° 00' 33" E	324.97'
504-515	S 59° 23' 57" E	255.27'
515-516	S 30° 00' 33" W	326.59'
516-513	S 30° 00' 33" W	33.00'
513-20	N 58° 07' 58" W	69.93'
20-34	N 58° 30' 38" W	114.53'
34-503	N 60° 46' 28" W	70.88'

COURSES ALONG BOUNDARY OF LOT 3 - 2.06 ACRES		
PT-PT	BEARING	DISTANCE
512-2088	S 26° 50' 18" W	103.15'
2088-230	S 26° 50' 18" W	251.67'
230-17	S 46° 05' 27" W	22.64'
17-21	N 55° 28' 15" W	232.87'
21-513	N 58° 07' 58" W	15.89'
513-516	N 30° 00' 33" E	33.00'
516-515	N 30° 00' 33" E	326.59'
515-517	S 59° 23' 57" E	201.69'
517-512	S 59° 23' 57" E	33.00'

COURSES ALONG BOUNDARY OF LOT 4 - 2.40 ACRES		
PT-PT	BEARING	DISTANCE
512-517	N 59° 23' 57" W	33.00'
517-515	N 59° 23' 57" W	201.69'
515-504	N 59° 23' 57" W	255.27'
504-502	N 30° 00' 33" E	167.27'
502-510	N 30° 00' 33" E	48.92'
510-518	S 59° 23' 57" E	444.98'
518-509	S 59° 23' 57" E	33.00'
509-512	S 26° 50' 18" W	216.64'

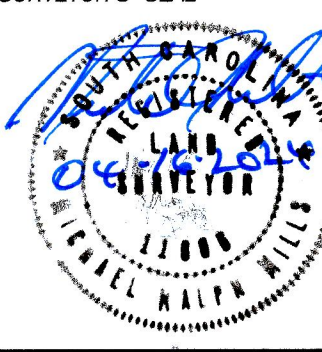
COURSES ALONG BOUNDARY OF LOT 5 - 2.16 ACRES		
PT-PT	BEARING	DISTANCE
508-519	N 59° 23' 57" W	33.00'
519-507	N 59° 23' 57" W	442.20'
507-506	N 30° 00' 33" E	200.01'
506-520	S 59° 23' 57" E	431.09'
520-511	S 59° 23' 57" E	33.00'
511-508	S 26° 49' 56" W	200.43'

COURSES ALONG BOUNDARY OF LOT 6 - 2.66 ACRES		
PT-PT	BEARING	DISTANCE
508-509	S 26° 50' 18" W	50.11'
509-518	N 59° 23' 57" W	33.00'
518-510	N 59° 23' 57" W	444.98'
510-502	S 30° 00' 33" W	48.92'
502-501	N 62° 05' 39" W	295.24'
501-505	N 27° 54' 22" E	313.14'
505-506	S 59° 23' 57" E	306.55'
506-507	S 30° 00' 33" W	200.01'
507-519	S 59° 23' 57" E	442.20'
519-508	S 59° 23' 57" E	33.00'



DRAWING BY JOE M. RAMSEY

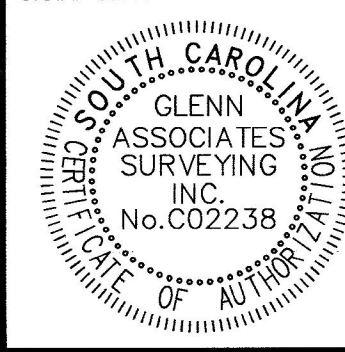
SURVEYOR'S SEAL



SURVEYOR'S SEAL



C.O.A. SEAL

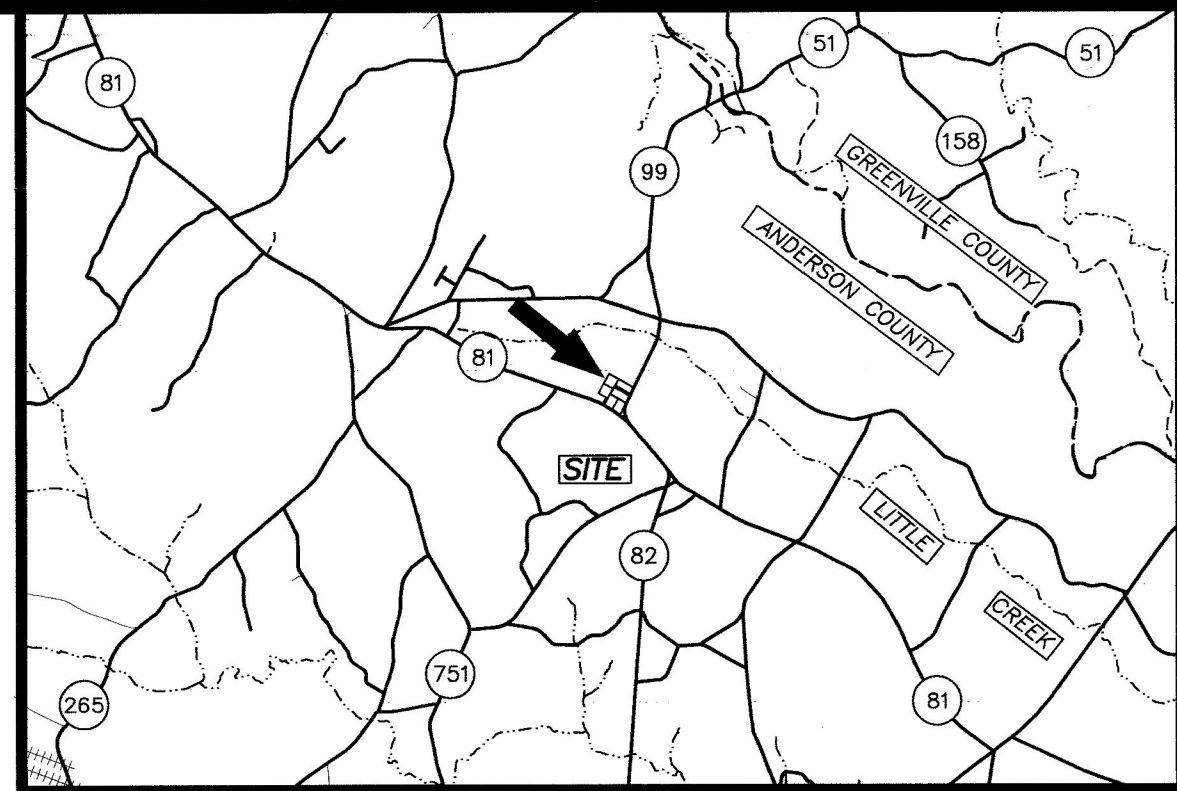


REVISION SCHEDULE

NO.	DATE	DESCRIPTION	CHECKED



16506, 16542, 16576



LOCATION SKETCH
SCALE: 1 INCH = 1 MILE

240009217 4/18/2024 03:06:24 PM
FILED, RECORDED, INDEXED
Bk: 53141 Pt: 00006 Pages:001
Rec Fee: 25.00 St Fee:
Co Fee:
REGISTER OF DEEDS, ANDERSON CO., S.C.
Cynthia D. Radford

COPY

THIS IS NOT A SUBDIVISION AS DEFINED BY
ANDERSON COUNTY SUBDIVISION REGULATIONS
4/18/24
DATE

- NOTES:
- SUBJECT PROPERTY REFERENCES:
OWNER: SHADY GROVE LAND CO, LLC
TMS # 273-00-08-026-000(PORTRION)-13.63 ACRES
DEED: BOOK 17130 PAGE 112
DEED: BOOK 10779 PAGE 242
PLAT: SLIDE 3090 PAGE 5
 - NO NEW STREETS OR ROADS WERE REQUIRED FOR THIS SUBDIVISION.
 - PUBLIC WATER IS AVAILABLE ON SHADY GROVE ROAD AND HOLLIDAY DAM ROAD. WATER SERVICE PROVIDED BY: BELTON-HONEA PATH WATER AUTHORITY
525 FILTER PLANT ROAD
HONEA PATH, S.C. 29654
PHONE: (864) 369-7442
 - PRIVATE SEPTIC SYSTEMS AS APPROVED BY SCDHEC WILL SERVE EACH LOT.
 - MINIMUM SPACING FOR PLANNED DRIVES AS SHOWN IS 200 FEET.
 - I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED IN ZONE "X" AND IS NOT IN A FEMA DESIGNATED SPECIAL FLOOD HAZARD ZONE.
COMMUNITY PANEL NUMBER: 45007C0295E
COMMUNITY PANEL DATE: SEPTEMBER 29, 2011
 - NO PRINT OR ELECTRONIC COPY OF THIS PLAT IS CERTIFIED BY GLENN ASSOCIATES SURVEYING, INC. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND IMPRESSION SEAL OF THE RESPONSIBLE SURVEYOR SHOWN HEREON.

SUMMARY PLAT FOR
SHADY GROVE LAND CO, LLC, II
LOCATED 4.2 MILES NORTH OF HONEA PATH
ANDERSON COUNTY, SOUTH CAROLINA
APRIL 16, 2024

SCALE: 1 INCH = 100 FEET

0 100' 200' 300' 400' 500' 600'
SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

MICHAEL R. MILLS, S.C.P.L.S. # 11606

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

16649-2