

FILED IN GREENVILLE COUNTY, SC *Timothy J. Henry*

RESTRICTIVE COVENANTS AND EASEMENTS
FOR CHAPMAN BRANCH FARMS

Made by:
Chapman Branch Farms, LLC

KNOW ALL MEN BY THESE PRESENTS, that these Restrictive Covenants and Easements for Chapman Branch Farms (the “Restrictive Covenants”) are made and entered into on this 2nd day of December, 2024 by Chapman Branch Farms, LLC, a South Carolina limited liability company (hereinafter referred to as the “Declarant”).

WHEREAS, Declarant is the owner of the real property described in Article One of these Restrictive Covenants (the “Property”) and desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, all of which are for the benefit of the Property and all of its owners.

NOW THEREFORE, the Declarant declares that the Property shall be held, used, transferred, sold, conveyed and occupied subject to the terms, conditions and provisions of the covenants, conditions, restrictions, charges and liens contained herein.

ARTICLE ONE: GENERAL PROVISIONS AND DEFINITIONS

Section 1.1 The Property. The real property which shall be, held, used, transferred, sold, conveyed and occupied subject to these Restrictive Covenants (the “Property”) is located on W. Chapman Road in Greenville County, South Carolina, as more specifically described on Exhibit A attached hereto and incorporated herein by reference, and will be commonly known as Chapman Branch Farms.

Section 1.2 Shared Driveways. “Shared Driveways” shall mean those certain driveways shown as “Shared Drive Ingress/Egress Easement” on any recorded plat of the Property needed to provide vehicular and pedestrian ingress, egress and regress to, from and between the Tracts and the public right-of-way of W. Chapman Road.

Section 1.3 Tract. “Tract” shall mean and refer to any numbered parcel of land subdivided from the Property which is intended for use as a site for a residence or upon which a residence is constructed, as shown upon any recorded plat of the Property and labeled thereon as a “Tract.”

Section 1.4 Tract Owner. “Tract Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Tract. Notwithstanding any applicable theory of any lien or mortgage law, “Tract Owner” shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 1.5 Tract Owner Consent. Each Tract Owner shall be deemed by acceptance of the deed to any Tract to have consented to the creation of additional Tracts and reconfiguration of existing Tracts owned by the Declarant.

Section 1.6 Utilities. Easements for utilities and drainage facilities are reserved as indicated on recorded plats. Within these easements, no structures, plantings or other material shall be placed or

permitted to remain which may interfere with the installation and maintenance of the utilities, or which may substantially change the direction or flow of drainage channels in the drainage easements.

ARTICLE TWO: EASEMENTS AND MAINTENANCE FOR SHARED DRIVEWAYS

Section 2.1. Access. Declarant does hereby declare, grant and convey unto the Tract Owners, their respective successors and assigns, a perpetual and non-exclusive right, privilege and easement on, upon, along and over the Shared Driveways for ingress, egress and regress, both vehicular and pedestrian, to, from and between the Tracts and the public right-of-way of W. Chapman Road (the "Access Easements").

Section 2.2 Benefit. The Access Easements imposed herein are for the benefit of the Tract Owners, their heirs, successors and assigns and any family member, agent, independent contractor, guest or invitee of said Tract Owners and shall be perpetual, shall be deemed to run with the land, and shall be binding upon the Tract Owners, their successors and assigns. It is granted for the perpetual benefit of the Tract Owners, their heirs, successors and assigns as owners of all or any portion of the Property.

Section 2.3 No Barriers. No walls, fences, barriers or construction will be erected which would prevent the free flow of pedestrian or vehicular traffic over the Shared Driveways or between any of the Tracts comprising the Property and W. Chapman Road.

Section 2.4 Shared Driveway Maintenance. The Tract Owners shall be responsible for all costs and expenses involved with the maintenance of the Shared Driveways, including, all expenses incurred for cleaning, policing, inspecting, snow removal, repairing, replacing, and resurfacing of the Shared Driveways (collectively, the "Shared Driveway Maintenance"). Each Tract Owner shall be responsible for its prorata share of the Shared Driveway Maintenance. Each Tract Owner's prorata share shall be based on the total number of Tracts of the Property i.e. if there are thirteen (13) Tracts, each Tract Owner's prorata share shall be 1/13th. If additional Tracts are subdivided from the Property, the prorata share of each Tract Owner shall be reduced accordingly. Shared Driveway Maintenance shall be performed upon approval by Tract Owners of at least ten (10) of the Tracts. Notwithstanding anything contained herein to the contrary, a Tract Owner shall be solely responsible for costs of any Shared Driveway Maintenance arising from the gross negligence or intentional bad acts of said Tract Owner or Tract Owner's family member, agent, independent contractor, guest or invitee.

Section 2.5. Failure to Comply. If any Tract Owner shall fail to comply with its obligations to pay its share of the Shared Driveway Maintenance or otherwise violates this Article 2 (the "Defaulting Owner"), then any of the other Tract Owners, at their option (the "Curing Party") and with ten (10) days prior written notice to the Defaulting Owner, in addition to any other remedies available in law or equity, may proceed to perform such defaulted obligation on behalf of the Defaulting Owner (and shall have a license to do so) by the payment of money or other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if within the ten (10) day notice period the Defaulting Owner cures the default. Within thirty (30) days after written demand therefor (including providing copies of invoices reflecting costs), the Defaulting Owner shall reimburse the Curing Party for any sum reasonably expended by the Curing Party due to the default or in correcting the same plus 5% of the amount due and, if such reimbursement is not paid within said thirty (30) days and collection is required, the Curing Party's reasonable costs of collection, including, without limitation, reasonable attorneys' fees. Any claim of the Curing Party for reimbursement, together with interest accrued thereon (at the annual rate of ten percent (10%) per annum) and collection costs as set forth above, shall constitute a personal obligation and liability of the Defaulting Owner, and shall be secured by an equitable charge and lien on the Defaulting Owner's Tract and all improvements located thereon effective upon recordation of notice thereof with the Office of the Register of Deeds of Greenville County; provided, however, that any such lien shall be subordinate to

the lien of any mortgages covering the Defaulting Owner's Tract, and provided further that the foreclosure or enforcement of any such lien will not invalidate any mortgage executed on said Tract.

ARTICLE THREE: GENERAL RESTRICTIONS

Section 3.1. Minimum Tract Size. Tract Owners shall not subdivide any current or future Tract to be less than a minimum of Five (5) acres.

Section 3.2. Permitted Uses. All Tracts shall be used solely for single family residential homes or homestead style recreational (non-commercial) farms or ranches.

Section 3.3. Building Setbacks. Each Tract shall be subject to the following building setbacks:

- (a) Front building setback shall be a minimum of seventy (70) feet.
- (b) The side building setback shall be a minimum of thirty (30) feet.
- (c) The back building setback line shall be a minimum of thirty (30) feet.

Section 3.4. Minimum Square Footage. All residential homes must have at least 1750 square feet of heated living area. If the dwelling is two or more stories, the first floor must have a minimum of 1250 square feet of heated living area. All garages are to be side or rear entry and shall not face the front property line of the Tract, unless approved in writing by the Declarant.

Section 3.5. Exterior Finishes. Only brick, stone, stucco, wood, Hardee plank, or any combination thereof shall be used as the exterior siding of residential homes. No vinyl siding shall be permitted. Any siding materials not specifically permitted herein shall require the prior written approval of the Declarant.

Section 3.6. Fencing. Only vinyl, aluminum, wood, or wrought iron fencing shall be used on a Tract except as specifically stated herein. Chain link, barbed wire and chicken wire may only be used for dog runs, chicken pens, livestock enclosures, pool areas and similar applications, as approved in writing by the Declarant. Any fencing to be placed in the front yard of a Tract must be approved in writing by the Declarant.

Section 3.7. Commercial Use Prohibited. No business or commercial enterprise shall be erected, maintained, operated, carried on, permitted or conducted on any Tract, except a home office that does not involve a high volume of customer traffic or a high volume of commercial tractor trailer or truck deliveries or pickups to/from/on the Tract. High volume of commercial tractor trailer or truck delivery/pickup to/from/on the Tract shall be defined as more than 1 tractor trailer per week. No tractor trailer delivery or pickup before 8:30am or after 5:30pm Monday through Saturday. No truck delivery or pickup shall occur on Sunday.

Section 3.8. Nuisance. No Tract Owner shall use, permit or allow a Tract to be used for any immoral, improper, offensive or unlawful purpose nor shall any Tract Owner permit or allow any nuisance or other activity to be conducted on any Tract which would be a source of annoyance or interfere with the peaceful possession, enjoyment and use of other Tracts by other Tract Owners. No Tract shall be used for sheet metal fabricating or metal workshop type work or any similar loud noise or any manufacturing or assembling process creating an obnoxious smell or smoke.

Section 3.9. Unsightly Conditions. Each Tract Owner shall be responsible for preventing any unclean, unsightly or unkempt conditions to exist on the Tract Owner's Tract. No portion of a Tract shall be used for the repairing of vehicles, trucks, trailers, farm equipment, heavy equipment, or tractors other than those

vehicles owned by the Tract Owner. Any such repairs shall be made only within an enclosed structure, such as a garage, shed, or barn.

Section 3.10. Prohibited Structures. No mobile homes, modular homes, house trailers, or manufactured housing shall be permitted on a Tract.

Section 3.11 Parking. At no time shall motorcycles, 3 wheelers, 4 wheelers, all-terrain vehicles, utility vehicles, golf carts, go karts, dirt bikes, boats, trailers, jet skis, campers or other recreational vehicles and all small engine devices, equipment, tools (collectively, "Recreational Machines") or panel trucks, buses, trucks with a load capacity of one (1) ton or more, commercial vans or other vehicles primarily used for commercial or business purposes (collectively "Commercial Vehicles") be parked on the Tract Owner's Tract except within an enclosed structure (garage, shed, or barn, etc.) and shall not be visible to neighboring Tract Owners. Notwithstanding anything contained herein to the contrary, an Tract Owner may temporarily park such Recreational Machine for loading purposes only for a period not to exceed twenty-four (24) hours. Further, Commercial Vehicles shall be allowed temporarily on the Tract during normal business hours for the purpose of serving a Tract Owner; provided, however, that no Commercial Vehicle shall remain on a Tract overnight for any purpose. All vehicles on a Tract shall have current licenses and tags. Any inoperative or unlicensed vehicles shall be stored within an enclosed structure (garage, shed, or barn, etc.) and shall not be visible to neighboring Tract Owners.

Section 3.12. Permitted Animals. The following animals shall be permitted on a Tract under the following circumstances:

- (a) Cattle, horses, donkeys, and/or mules, shall be limited to 1 head per 2 acres.
- (b) Sheep and goats shall be permitted with each category limited to 2 head per acre.
- (c) Chickens, rabbits, turkeys, guinea fowl, geese, and ducks shall be permitted for Tract Owner's personal use and/or consumption.
- (d) Household pets and work animals (such as dogs and cats) are permitted, provided they stay within the confines of the Tract Owner's Tract.

Section 3.13. Prohibited Animals. Pigs, hogs, or swine shall not be permitted on a Tract. Roosters shall not be raised, bred, or kept on or within any Tract. Any other animals, birds, fowl, not specifically permitted in this Section 3 are hereby prohibited on all Tracts. In the event any governmental regulation or rule or law is more restrictive regarding permitted 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.

Section 3.14. Tract Maintenance. After a Tract is conveyed by the Declarant, each subsequent Tract Owner shall properly maintained the Tract Owner's Tract by periodically cutting grass, cleaning, and clearing of undergrowth and otherwise keeping the Tract in a neat and visually appealing condition.

Section 3.15 Waste and Dumping. Each Tract Owner shall comply with the Greenville County Board of Health regulations and requirements concerning waste materials and disposal thereof, including any burning. No portion of a Tract 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 shall not be visible from the shared driveways or roads or visible to any Tract Owner.

Section 3.16 Leasing. Nothing contained herein shall be construed to prevent a Tract Owner from leasing a Tract or any building thereon to any other party; provided the lease is subject to the Restrictive

Covenants which shall govern the tenant's usage of the Tract. Any violation by tenant of the Restrictive Covenants shall be a default under the lease.

ARTICLE FOUR: RIGHTS RESERVED TO DECLARANT

Section 4.1 Waivers. So long as the Declarant owns any Tract, Declarant shall have the authority to grant a waiver of any provision contained in these Restrictive Covenants. To request a waiver, a written request identifying the Tract and detailing the requested deviations from the Restrictive Covenants must be submitted to the Declarant. The Declarant shall not be obligated to grant any waiver and each waiver will be considered on a case-by-case basis. If the waiver is granted (each, a "Waiver"), the Declarant shall provide a waiver, in recordable form, detailing the deviation and identifying the Tract. No such Waiver shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Greenville County Register of Deeds. The existence of a Waiver shall not invalidate these Restrictive Covenants and the Waiver shall only be applicable to the Tract identified therein. The issuance of a Waiver shall in no way bind the Declarant to grant any additional waiver, even if the waiver requested is identical in nature to a previous Waiver granted.

Section 4.2 Right to Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of the Declarant set forth in these Restrictive Covenants may be transferred in whole or in part to other persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under these Restrictive Covenants. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Greenville County Register of Deeds. The foregoing sentence shall not preclude Declarant from permitting other persons to exercise, on a one time or limited basis, any right reserved to Declarant in these Restrictive Covenants where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

Section 4.3 Right to Redesignate Certain Property. So long as the Declarant owns a Tract, the Declarant hereby reserves for itself and its successors and assigns the right to redesignate boundary lines shown on a recorded plat of the Property by recording a new recorded plat showing such changes and executed by the Declarant or its successor or assigns and any Tract Owners of property redesignated or for which the boundary line is thereby changed. Except as limited herein or by Greenville County ordinances and Section 3.1, Tract Owners may recombine, add or delete Tracts, and adjust Tract boundary lines and the total number of Tracts, and such resulting Tracts will, without any consent of the Declarant, constitute "Tracts" hereunder.

Section 4.4. Amendment. So long as the Declarant still owns a Tract, the Declarant hereby retains the unilateral right to amend or modify these Restrictive Covenants without the consent or approval of any of the Tract Owners by recording a written amendment executed by the Declarant in the Office of the Register of Deeds for Greenville County.

ARTICLE FIVE: AMENDMENT BY TRACT OWNERS

Section 5.1 Amendment by Tract Owners. Upon the Declarant's conveyance of 100% of the Tracts to third party Tract Owners, if there be a need or want to amend or modify these Restrictive Covenants, a amendment in recordable form, signed by eighty percent (80%) of the Tract Owners shall be recorded in the Office of the Register of Deeds of Greenville County, and no such amendment to these Restrictive Covenants shall be effective until so recorded.

SECTION SIX: ENFORCEMENT AND DURATION

Section 6.1. Enforcement. The Declarant and/or any Tract Owner may enforce these Restrictive Covenants. Unless otherwise stated herein, enforcement of these Restrictive Covenants shall be by an appropriate civil proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both, and against the Tract to enforce any lien created by these covenants and restrictions; and failure by the Declarant or any Tract Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

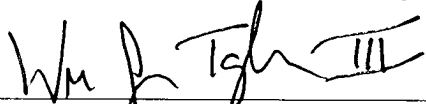
Section 6.2 Severability and Governing Law. If any provision of these Restrictive Covenants is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions. The covenants and restrictions contained herein shall be deemed to be severable each from each other without qualification. These Restrictive Covenants shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of South Carolina. Seller and Purchaser hereby irrevocably submit to the jurisdiction of any state or federal court sitting in Greenville County, South Carolina in any action or proceeding arising out of or relating to these Restrictive Covenants and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in Greenville County, South Carolina.


Section 6.3 Duration. The covenants and restrictions of these Restrictive Covenants shall run with the land, and shall inure to the benefit, or, and be enforceable by, the Declarant or any Tract Owner, their respective legal representatives, heirs, successors, and assigns, for a term of twenty five (25) years from the date these Restrictive Covenants is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless eighty percent (80%) of the Tract Owners elect not to extend these Restrictive Covenants. These Restrictive Covenants may be amended in accordance with the provisions of Section 4.4 or 5.1. Amendments made in conformity with either Section may alter any portion of these Restrictive Covenants.

IN WITNESS WHEREOF, the Declarant has caused these Restrictive Covenants to be duly executed under seal as of the date first above written.

DECLARANT:

Chapman Branch Farms, LLC,
a South Carolina limited liability company

By: 
William J. Taylor, III, Manager


Witness 1



Witness 2

EXHIBIT A

TRACT 1

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as containing 25 acres, more or less, on a plat entitled "Sarah Scott Davenport Estate," and recorded November 16, 1954 in the Register of Deeds Office for Greenville County in Plat Book EE, Page 68A, and containing the following metes and bounds, to wit:

BEGINNING at a stone corner of Tract No. 5, lands now or formerly of Robert Coker, and the tract hereby conveyed, and running thence along Tract No. 5 S. 3-00 W. 1,848 feet to a stone; thence N. 74-30 E. 625 feet to a corner of the tract conveyed to P. M. Davenport, Jr.; thence with the line of said tract N. 3-00 E. 1,750 feet to a point in land now or formerly of Robert Coker; thence with the line of said lands S. 83-30 W. 600 feet to the point of beginning, together with the easement of ingress and egress along the northern and southern boundaries of said tract to the properties now or formerly of David M. Davenport and F. M. Davenport, Jr.

For informational purposes only: TMS# 0598.01-01-006.00

TRACT 2

ALL that certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 61.587 acres, more or less, upon a plat entitled "SURVEY FOR STANLEY F. MASSINGILL", dated - September 5, 2002, prepared by C.O. Riddle Surveying Co., Inc., and having the following metes and bounds:

Starting from the Southeastern most corner of the property described in the records of the Register of Deeds for Greenville County in Deed Book 1664 at Page 1614 and running S 64°15'00" W a distance of 385.64 feet to the Point of Beginning of the subject property; thence turning S 13°10'00" E and running 1737.90 feet to a point ; thence turning S 74°52'08" W and running 1854.84 feet to a point; thence turning N 03°22'08" E and running 1829.55 feet to a point; thence turning N 86°21'53" E and running 330.69 feet to a point marked by a flat iron bar; thence turning N 84°15'40" E and running 349.10 feet to a point marked by a marked poplar tree; thence turning N 64°15'00" E and running 677.00 feet to the Point of Beginning of the subject property.

For informational purposes only: TMS# 0598.01-01-007.00

TRACT 3

ALL that certain piece, parcel or tract of land situate, lying and being on the northern side of West Chapman Road in the County of Greenville, State of South Carolina, being shown and designated as a 80.332 acres, more or less, (gross acreage) on a plat of survey prepared for McWillie Land Co., LLC by C.O. Riddle Surveying Co., Inc., dated May 20, 2015 and recorded in the Office of the Register of Deeds for Greenville County, S.C. in Plat Book 1208 at Page 96 reference being hereby made to said plat for a complete metes and bounds description of the property.

For informational purposes only: TMS # 0598.01-01-009.00

This being the same property conveyed to Chapman Branch Farms, LLC by McWillie Properties, LLC and Bruce B. Aughtry by deed dated April 24, 2024 and recorded on April 25, 2024 in Deed Book 2717 at Page 3531 in the Office of the Register of Deeds for Greenville County, SC.