


Turnberry Farms

Restrictive Covenants

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

State of South Carolina County of Greenville

WHEREAS, Turnberry Farms LLC ("Developer"), is the owner of certain real property as shown on a survey prepared for Turnberry Farms, by Brian Norton PLS of Triad Engineering and surveying Inc. dated April 4, 2018 , which plat is recorded in the Office of the Clerk of Court for Greenville County in Plat Book 1301 , page 38.

WHEREAS, Developer desires to impose Restrictive Covenants on that property described on the aforesaid plat:

NOW THEREFORE, for and in consideration of the foregoing and the benefits flowing to the owners of the aforesaid property, the undersigned does hereby impose the following Restrictive Covenants on all property shown in the above-referenced plat:

ARCHITECTURAL REVIEW COMMITTEE

1. The Architectural Review Committee ("ARC") shall initially be composed of Bruce B. Aughtry and Joe G. Thomason. In the event that any of said individuals chooses to resign from the committee, dies, or becomes legally incapable of

discharging his duties as Committee member, the remaining member(s) of the Committee shall be entitled to name a successor to the vacated position. The committee may be expanded by unanimous consent of all existing members.

2. Should none of the initial members of the ARC be serving at any given time, the owners of the majority of the lots in the subdivision may elect three replacements (or more if the ARC has been expanded as set forth above.) Each lot will be entitled to one vote regardless of the number of owners of the lot.

3. The ARC shall be entitled to establish specific standards of architectural style, building materials, landscaping designs, and the other similar features affecting the overall appearance and atmosphere of the Subdivision. In setting these construction standards, the ARC shall be entitled to employ and rely solely upon its own judgment and discretion.

4. In order to maintain the above-mentioned construction standards, lot owners must obtain the approval of the ARC prior to beginning any construction, landscaping, fencing, etc. All building, landscaping and fencing plans or specs are to be submitted to Bruce Aughtry, 32 Quail Hill Dr -Greenville SC 29607. Plans and or specs must include all building materials and colors.

5. The ARC shall promptly review proposed plans for compatibility with the above mentioned construction standards, and shall either approve such plans or express its reason(s) for disapproval of all or any part of the plans within thirty (30) days after delivery in the manner prescribed above. In applying these standards to individual applications for approval, the ARC shall apply its judgment uniformly and fairly, and shall not discriminate against any proposed building or other

improvement for any reason other than compatibility with such standards. If the plans or any part thereof shall be disapproved by the ARC, the ARC will negotiate in good faith with the property owner in any attempt to resolve the differences.

GENERAL

6. Lot owners shall not further subdivide any of the numbered lots shown on the Plat.

7. All lots in the Subdivision shall be used solely as building lots for single-family residential homes. Only one residential structure may be constructed on each lot. Guesthouses, barns, garages, and other outbuilding may be added only if specifically approved by the ARC.

8. All dwellings must have at least 2000 square feet of heated living area, and any multistory structure must have a minimum of 1750 square feet of heated living area on the ground floor. All garages to be side or rear entry.

9. All sides of residential structures shall be brick, rock, stucco, wood, Hardie plank, or any combination thereof. No vinyl siding allowable as a primary façade material.

10. The building setback lines shall be 200 feet on front and rear lot lines with side setbacks no less than 75 feet; however, if any lot in the Subdivision will not adequately allow for the minimum front and rear set-back, the purchaser of said lot and the ARC will make a reasonable determination for the building site location.

11. 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 ARC. All fencing to be placed in the front yard of any property must be approved specifically by the ARC.

12. No business or commercial enterprise shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

13. No **ABANDONED** mobile homes, manufactured housing, trailers, old buses, vans, inoperative vehicles, campers, tents, or shacks shall be placed or kept on any lot within Turnberry Farms. All vehicles to include RV's shall have current license tags and registration unless otherwise approved by ARC and stored properly with limited road exposure.

14. No hogs or roosters shall be raised, bred or kept on any lot. Cows, chickens, horses, dogs, goats, sheep and other small household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Household pets and dogs shall be maintained and kept in clean and sanitary enclosures which are fenced and shall not be allowed to run free except on area of specific lot. No animal shall be allowed to become a nuisance to other residents of the subdivision. Any variance must be approved at the sole discretion of ARC.

15. Each lot owner agrees to maintain his or her own property in a reasonably aesthetic condition. Any unsightly conditions such as dead trees or

excessive under growth as perceived by ARC to be remedied by lot owner at their expense.

16. Lot owners shall comply with the Greenville County Board of Health regulations and requirements concerning waste materials and disposal thereof. Burning of trash, garbage, limbs, trees, leaves, or yard clippings are limited to acceptable regulations of Greenville County.

17. No lot shall be used or maintained as a dumping ground for litter, garbage or trash. All items of waste shall be kept in sanitary containers, which shall be kept out of sight of the road.

18. No trees with minimum caliper of 24 inches or greater to be removed without approval of ARC.

ENFORCEMENT/DURATION

19. The Restrictive Covenants shall be interpreted and enforced according to the laws of the State of South Carolina.

20. All Restrictive Covenants included herein are enforceable by any one or more lot owner(s) upon other lot owner(s) affected by these covenants.

21. The invalidation of any of these Covenants by judgment of Court Order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

22. So long as Developer is the owner of at least twenty percent of the platted lots or tracts in the subdivision, Developer retains the right to alter or amend these restrictions, including the right to re-configure the size and shape of any of the lots

therein at his/her sole discretion provided all lots are a minimum of Seven (7) acres in size.

23. These Covenants are to run with the land and shall be binding on the parties and persons claiming under them for a period of ninety nine (99) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, I have set my hand and seal this 27th day of April, 2018.

In the presence of:
Paul J. Harrison
PAUL J. HARRISON
Chris Brown
CHRIS BROWN
Austin Evert
Austin Evert

TURNBERRY FARM LLC
Bruce B. Aughtry
Bruce B. Aughtry - ~~Not a partner~~
Joe G. Thomason
Joe G. Thomason



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

ACKNOWLEDGEMENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27 DAY OF

April, 20 18 BY Paul J. Harrison - Turnberry Farms LLC



A handwritten signature in black ink that reads "Paul J. Harrison". The signature is written in a cursive style and is positioned above a horizontal line.

NOTARY PUBLIC FOR South Carolina

MY COMMISSION EXPIRES: 02/25/25