

2018007844
AMENDED COVENANTS
RECORDING FEES \$21.00
PRESENTED & RECORDED
04-05-2018 10:40 AM
JUDITH WARNER
REGISTER OF AIDENS CONVEYANCE
AIKEN COUNTY, SC
BY: QUINLAN BATES DEPUTY
BK: RB 4714
PG: 444 - 458

AMENDED AND RESTATED COVENANTS FOR
TWIN SILOS
(Record Book 4058, Page 1647; Record Book 4112, Page 738)

WHEREAS, Covenants for Storm Branch Equestrian dated April 18, 2006 were filed for recorded on April 20, 2006 in Record Book 4058, Page 1647, Aiken County Records, which were thereafter amended by an Amendment of Covenants for Storm Branch dated January 10, 2007 and recorded on January 12, 2007 in Record Book 4112, Page 738, Aiken County Records (all of the aforesaid being collectively referred to as the "Original Covenants"); and

WHEREAS, the name of the subdivision was amended to be Twin Silos; and

WHEREAS, the Original Covenants contained a number of inconsistencies and omissions; and

WHEREAS, the Original Covenants may be amended by an instrument signed by the Twin Silos Property Owners Association, Inc. formerly known as the Storm Branch Property Owners Association, Inc. (the "Association") and by Storm Branch Equestrian Clubs LLC (the "Developer"); and

WHEREAS, the Association and the Developer wish to amend and restate the Original Covenants in their entirety to reflect and correct the aforesaid; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Developer, its successors and assigns, and all purchasers and existing and future owners of the property comprising the Twin Silos development formerly known as the Storm Branch Equestrian Clubs development ("Twin Silos"), and any persons claiming by, through or under them, including any occupant, tenant or land contract vendee, the Developer for itself, its successors and assigns, does hereby publish, declare and make known to all purchasers and future owners in the subdivision that the same will and shall be used, owned, held and/or sold expressly subject to the Amended and Restated Covenants for Twin Silos (the "Declaration") more particularly set forth herein which shall be incorporated by reference in all deeds of conveyance and contracts for the sale of such Lots and shall run with the land and be binding upon all grantees of Lots in the subdivision and on their respective heirs, personal representatives, successors and assigns.

ARTICLE I
TWIN SILOS PROPERTY OWNERS ASSOCIATION

1. Nonprofit Corporation. The Association has been organized as a nonprofit corporation for the purposes of operating and managing the property owners association in Aiken County, South Carolina upon the property (the "Property") described in Exhibit A of this Declaration for the purposes stated in this Declaration.
2. Membership. An Owner shall automatically become a member of the Association ("Member") upon the recording with the Aiken County Register of Deeds of a document evidencing the Owner's fee simple title to a Lot. The Developer shall continue to be a Member until the date that it no longer is the record owner of fee simple title to any portion of the Property.
3. Articles and Bylaws. The Articles of Incorporation and Bylaws of the Association are incorporated by reference into this Declaration and are available for inspection and copying from the Developer or the Association.
4. Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, landscape device or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereon be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, which is described in Article III of this Declaration.

ARTICLE II
ARCHITECTURAL REVIEW BOARD

1. Membership. The architectural review and control functions of the Association shall be administered by and performed by the Architectural Review Board ("ARB"), which shall consist of three (3) members, who must be Members of the Association. The Developer shall have the right to appoint all of the members of the ARB or such lesser number as it may choose, as long as it owns at least one (1) Lot. Members of the ARB as to whom the Developer may relinquish the right to appoint, and all members of the ARB after the Developer no longer owns a Lot, shall be appointed by and serve at the pleasure of the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation or other termination of service of any member thereof shall be filled by the Board of Directors except that Developer, to the exclusion of the Board,

shall fill any vacancy created by death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

2. Powers and Duties. The ARB shall have the following powers and duties:
 - a. Review Plans. To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, landscape device or object or other improvements, the construction or placement of which is proposed upon any Lot in Twin Silos. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvements in accordance with this Declaration.
 - b. Approve Plans. To approve or disapprove of any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Twin Silos and to approve or disapprove any exterior additions, changes, modifications or alternations therein or thereon. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days after such decision for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.
 - c. Amendments. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each Member of the Association.

ARTICLE III ARCHITECTURAL PLANNING CRITERIA

1. Use. The Property subject to these covenants and restrictions may be used primarily for single family residential purposes. Equestrian businesses are permitted on the Lots provided that said businesses do not unreasonably interfere with the other Owners' use and enjoyment of Twin Silos. In addition, home-

based businesses are permitted provided that said businesses do not have any identifying signage within Twin Silos and further provided that said businesses do not increase traffic flow within Twin Silos and do not unreasonably interfere with other owners' use and enjoyment of Twin Silos.

2. Building Type. No residence shall be erected, altered, placed or permitted to remain on any Lot other than one detached primary single-family dwelling containing not less than two thousand square feet (2,000) of livable enclosed floor area (exclusive of open or screen porches, terraces and garages), with a minimum 6/12 roof pitch, together with a guest house that is complimentary to the primary single-family dwelling. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the primary residential dwelling nor can any such structure(s) (including the guest house) be constructed prior to construction of the primary residential dwelling or horse barn. No tents, trailers, vans, shacks, tanks or temporary structures shall be erected or permitted to remain on any Lot without the written consent of the Developer or of the Association after the Developer has conveyed the last Lot which Developer owns in Twin Silos.
3. Horse Barns. Horse barns, run-in sheds and equipment sheds are permitted subject to approval of ARB.
4. Building Plans. No foundation for any building shall be poured nor shall construction commence in any manner or respect until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home or horse barn is placed on the Lot in its most advantageous position.
5. Exterior Plans. The ARB shall have final approval of all building plans. Each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc. The ARB shall consider the extent to which the building plan is consistent with the design for the structures in Twin Silos and the extent to which the color plan conforms to the natural color scheme of and for Twin Silos.
6. Roofs. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. In all other areas, the minimum roof pitch shall be 6/12 as that term is used in the construction industry.
7. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. Fencing shall be installed at least eight (8) feet inside the property line. Fencing on the exterior of

the property shall be three (3) board wood or centaur type or wire mesh with a top board.

8. Landscaping. A basic landscaping plan for each Lot must be submitted to and approved by the ARB. Lawns and ground cover for yards shall be installed within nine (9) months after completion of the structure or after occupancy, whichever shall first occur. It shall be the goal of the ARB in the approval of any landscape plan and layout to preserve all existing trees when possible.
9. Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees and shrubs and shall encourage the Owner to incorporate them in the landscaping plan.
10. Swimming Pools. Any swimming pool constructed must be in-ground and is subject to the approval of the ARB. No above-ground pools are permitted. Swimming pool fences as required by law are permitted subject to approval of the ARB; provided, no chain link fences will be permitted.
11. Garbage Containers and Weeds. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which containers shall be screened from view except when placed on the curb for pickup. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot and no refuse pile or unsightly objects shall be allowed to be placed or maintained anywhere thereon. In the event that any Owner shall fail or refuse to keep such Lot free of weeds, underbrush or refuse piles or other unsightly vegetation or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner and such entry shall not be deemed a trespass.
12. Building Setbacks. Building setbacks are as required by applicable law provided that no setbacks shall be less than eight (8) feet from any property line to allow for equestrian easements between the Lots.
13. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that such facilities shall be provided within the buildings to be constructed on a Lot.
14. Animals. Except as set forth herein, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. The foregoing notwithstanding, horses, donkeys, chickens, mules, dogs, cats and other household pets may be kept on a Lot subject to such rules and regulations as may be adopted by the Association and further subject to the requirement that such animals are limited to reasonable numbers according to the size of the Lot. All animals must be maintained within the boundaries of their Lot and may not be permitted to roam freely. Stables and pastures shall be maintained in a sanitary manner and in no event may animals become a nuisance to other Owners.

15. Nuisances. Nothing shall be done or maintained on any Lot or anywhere on the Property which may be or become a nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Association, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.
16. Signs. The Developer or a sales agent for the Developer may place one professional sign on any Lot or Lots advertising such Lot(s) for sale. The size and design of all other signage shall be subject to the approval of the ARB.

ARTICLE IV
ROAD, BRIDLE PATH, UTILITY AND MAINTENANCE EASEMENTS

1. Grant. The parties hereto hereby grant, transfer, establish and declare a non-exclusive, perpetual easement for ingress and egress over and across those certain private roads on the Property as shown on the plat referenced in Exhibit A for the benefit of the Property. In addition, the Developer reserves easements for the installation and maintenance of utilities and drainage facilities over all areas designated as easements upon any plats of Twin Silos. These easements shall be administered by the Association.
2. Bridle Paths. There is hereby established an equestrian easement for the use and enjoyment of all Owners in Twin Silos. Such easement shall be located as follows (i) as shown and designated on the plat of Twin Silos; (ii) on the shoulder of any private roadways within Twin Silos as such roadways are shown on the plat of Twin Silos; (iii) around the perimeter of Twin Silos that does not adjoin a public right of way; and (iv) on the boundary lines of all Lots between the fence setbacks. The equestrian easement is to remain open and accessible to all Owners, their guests and tenants. The Developer shall have no obligation to maintain any equestrian easements. To the extent an equestrian easement is located on any Lot (but excluding any property owned by the Developer), the Owner of said Lot shall be responsible for maintenance of the same. To the extent that an equestrian easement is located on property owned by the Developer and/or the Association, the Association shall be responsible for maintenance thereof.
3. Other Properties. The Developer herein specifically reserves unto itself, its heirs, executors, administrators, personal representatives, successors and assigns, the easements and the easement rights set forth herein for the benefit of the Property and any further divisions thereof, including the right to use said easements and to subsequently convey said easements and easement rights with said Property and any divisions thereof.
4. Run With the Land. The easements described herein shall run with title to the Property and shall be appurtenant thereto.

5. Maintenance and Costs. Each Member shall be deemed to covenant and agree to pay the Association when due the annual or special assessment for any dues or charges established hereby as hereinafter provided which shall be used for the payment of expenses incurred for maintenance of roads, entrance ways, medians, common areas, drainage retention basins and green spaces within Twin Silos ; maintenance of the riding trails and equestrian/pedestrian easements and common recreation areas associated within Twin Silos to the extent located on property owned by the Association or which is otherwise the responsibility of the Association to maintain and for such other lawful purposes as the Board of Directors of the Association shall determine. Each Lot shall be made subject to a continuing lien to secure the payment for each annual or special assessment or charge when due. In the event that any Member fails to pay the assessments prior to delinquency, the Association may pursue all remedies at law or in equity to collect said assessments, including, but not limited, bringing an action at law to collect the delinquent assessments or filing a statement of lien with respect to the Lot and foreclosing said lien in accordance with applicable law. Such annual assessments or charges shall be in an amount to be fixed from year-to-year by the Board of Directors of the Association. The annual assessment may be increased no more than ten percent (10%) per year, provided that any proposed increase of more than ten percent (10%) per year shall become effective if approved by a simple majority of the Members.
6. Voting Requirements. On any matter requiring a vote of the Members hereunder, each Member shall have one (1) vote for each Lot owned by it in Twin Silos. In the event that a Lot is owned by more than one person or entity, such Lot shall only be entitled to one vote.
7. Major Capital Improvements. Prior to any costs being incurred by the Association for any major capital improvements within Twin Silos, all of the Members must consent to such capital improvements and the costs thereof. "Major capital improvement" shall include, but not be limited to, grading, regrading, graveling, re-graveling, paving, re-paving and/or repair, the total cost of which is in excess of Three Thousand and No/100 Dollars (\$3,000.00) per occurrence. Each Member shall be liable for its pro rata share of the total cost of such improvement, such share being based on the total number of Lots benefited by the major capital improvement.
8. Extraordinary Use. The Owner of a Lot shall be separately responsible to repair any damage caused to any easement due to extraordinary use. "Extraordinary use" shall include, but not be limited to, movement of construction equipment, moving vans, commercial trucks or other heavy loads, movement of recreational vehicles or increased usage not consistent with normal traffic. In the event that any Owner or their agents, employees or invitees who cause the type of damage described herein, shall fail to make the necessary repairs, either the Association or the other Owners may do so after notice to such Owner and any costs so expended

shall become a lien upon the Lot of the defaulting Owner enforceable as set forth herein.

ARTICLE V
RECREATIONAL USE EASEMENT

1. Grant of Recreational Use Easement. Subject to the limitations contained herein, there is hereby granted to each Owner a non-exclusive easement for the use in, over and across the Recreational Land as defined herein. Each Owner is deemed to have agreed to be bound by the limitations and restrictions stated herein.
2. Limitations on Use. The grant and use of the Recreational Land is strictly limited as follows:
 - a. Recreational uses shall including walking, running, horseback riding, walking of domestic animals that are properly controlled and supervised, and other non-motorized activities. The bridle path easements shall be maintained as set forth above. All persons or parties who make use of the easements on the Recreational Land do so at their own risk and assume all liability and risk for such use and will hold harmless the Developer, its employees, owners and agents, the Association, its Members, officers and directors, and all Owners from any damage, suit, expense or any claims whatsoever arising from the use of these easements.
 - b. Motorized vehicles, other than those on the Recreational Land for purposes of performing maintenance, are strictly prohibited in, over and across the Recreational Land.
 - c. No Owner shall use or permit or suffer the use of any B-B guns, firearms, air rifles, pellet guns, bow and arrow, crossbow, sling shot or any weapon of any kind in, over or across the Recreational Land.
 - d. No fences, trees, underbrush or signage shall be removed, cut, damaged or destroyed on the Recreational Land without the express written permission of the Developer or the Association after the Developer is no longer a Member.
 - e. No dumping of rubbish, trash, garbage or waste, including lawn and tree materials, shall be allowed in or on the Recreational Land.
 - f. The Recreational Land shall not be used for any commercial purposes nor will it be used to host an outside event unless approved by a majority vote of the Owners. In addition, guests who are not a family member of an Owner or resident of Twin Silos are permitted to use the Recreational Land with the written permission of an Owner or resident of Twin Silos

and are obliged to produce or have on file with the Association a signed release waiving liability as set forth herein.

3. Developer's Right to Use. The Developer shall at all times have the right to make such use of the Recreational Land as shall not be inconsistent with the exercise by the Owners of the rights and privileges granted to them herein. This grant of use by the Developer of the Recreational Land is subject to change and modification by the Developer so long as the Developer owns any Property in Twin Silos. When the Developer no longer owns any Property in Twin Silos, the Association shall manage the Recreational Land.

ARTICLE VI MISCELLANEOUS

1. Definitions. When the following words and phrases below appear in capitalized form, they shall mean:
 - a. Articles of Incorporation: The articles of incorporation of the Association as they now exist or as they may exist or may be amended from time-to-time.
 - b. Association: Twin Silos Property Owners Association, Inc. formerly known as Storm Branch Property Owners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.
 - c. Bylaw: The bylaws of the Association as they now exist or as they may exist or as may be amended from time-to-time.
 - d. Developer: Stormbranch Equestrian Clubs, LLC and its successors and assigns.
 - e. Declaration: This Amended and Restated Covenants of Twin Silos, and any amendments thereto, as recorded in the Office of the Aiken County Register of Deeds.
 - f. Lot: Any parcel of land intended for resale to a third party but expressly excluding any common areas which are intended to be owned by either the Developer and/or the Association for the use of all Members.
 - g. Owner: The record owner of a Lot, including the Developer, whether one or more persons or entities, of the fee simple title to a Lot. Notwithstanding the prior sentence, the holder or holders of a vendee's interest in a Lot from a land sale contract (and not the fee simple title holder) shall be considered the Owner of that Lot. Those having any interest in a Lot merely as security for the performance of an obligation shall not be deemed an Owner.

h. Recreational Land:

2. Exemption of Developer. Nothing in the Declaration shall limit the right of the Developer with respect to Property which is still titled in the Developer, including but not limited to, the right to complete excavation, grading and construction of improvements, the right to use any structure as a model home or real estate sales or leasing office within Twin Silos, the right to erect or maintain trailers, tents and other facilities and the right to construct such additional improvements or facilities as the Developer deems advisable in the course of development of Twin Silos. The Developer shall not be required to seek or obtain architectural improvement of any improvement constructed or placed by Developer on any Property in Twin Silos owned by the Developer and may deviate from or waive, in its sole discretion, all or any of the covenants and restrictions set forth herein; provided, however, that no such deviation or waiver is intended to be construed as a waiver of any covenant or restriction as the same may apply to other Lots or to the Members.
3. Indemnification. In consideration for the easements herein granted, the Owners shall fully and promptly indemnify and save the Developer, its employees, agents, contractors, owners and partners, harmless from and against any and all claims, demands, actions, liabilities, expenses (including reasonable attorneys' fees), laws suits or proceedings (whether civil, criminal, administrative or investigative) arising from or in any manner based upon the installation, operation, management, maintenance, repair, upgrade, inspection, alteration, replacement and/or removal of all or any portion of the easements or restrictions herein granted or contained.
4. Clarification. In the event of any dispute or uncertainty as to the intent, meaning or property interpretation of any of the terms contained in this Declaration and upon the request of an Owner, the Developer shall resolve same by delivery to said Owner a written clarification in recordable form which, when filed with the Aiken County Register of Deeds, shall be binding on all parties and deemed a part of this Declaration.
5. Enforcement. Developer, Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Developer, Association or Owner to enforce any restrictions, conditions, covenants, reservations, liens or charges herein contained shall in no event be deemed an estoppel or waiver of the right to do so thereafter.
6. Severability. Invalidation of any of these easements, covenants, restrictions or conditions by judgment or court order shall not affect any other provisions, which remaining provisions shall continue in full force and effect.

7. Amendment. The covenants, restrictions and conditions of this Declaration shall run with and bind the Property unless amended as set forth herein. This Declaration may be amended by an instrument signed by (i) the Association and (ii) the Developer, but Developer's signature is only required if Developer owns at least one Lot at the time of such amendment. Any amendment must be approved by a simple majority vote of the Members. Notwithstanding the aforesaid, amendments may be made solely by the Developer for purposes of adding other real property to this Declaration and any such amendments shall not require the prior approval, vote or signature of any other Members or the Association.

8. Assignment to the Association. Developer reserves the right to assign to the Association any rights or powers the Developer has reserved for itself in this Declaration.

IN WITNESS WHEREOF, the undersigned Developer has executed this Declaration to be effective as of the 29 day of March, 2018.

STORM BRANCH EQUESTRIAN CLUBS,
LLC

[Signature]
Witness

[Signature] (LS)
By
Don M. Houck, Member

[Signature]
Notary

STATE OF South Carolina)
)
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Don M. Houck personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 29 day of March, 2018.
[Signature]
Notary Public for the State of South Carolina
My Commission Expires: 10-5-27

[NOTARY SEAL]



Helen Varon
Witness
[Signature]
Notary

STORM BRANCH EQUESTRIAN CLUBS,
LLC

By M&J Storm Branch, LLC, Member
By: [Signature] (LS)
Michael D. Rubin, Member

STATE OF South Carolina)
COUNTY OF Alcona)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Michael D. Rubin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 31 day of March, 2016.
[Signature]
Notary Public for the State of South Carolina
My Commission Expires: 10-5-27

[NOTARY SEAL]

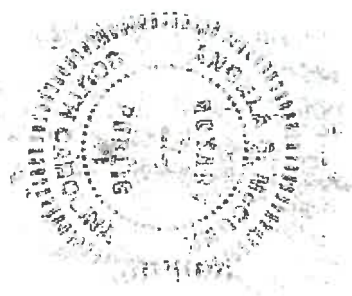


EXHIBIT A

PROPERTY DESCRIPTION

ALL those certain pieces, parcels or tracts of land, with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, being shown and designated as Tract "A" containing 92.0+/- acres, Polo Field No. 1 containing 15.951+/- acres, Polo Field No. 2 containing 20.661+/- acres, Lots 1 through 11 inclusive, Cowdry Park Road (a 50 foot private dirt road right of way) and Silos Road (a 50 foot private dirt road right of way) on that certain plat prepared for Merle Jenkins et al. by Don W. Taylor, Jr. dated January 30, 2006, last revised June 2, 2006, and recorded June 22, 2006 in Plat Book 51, Page 484, Aiken County Records.

LESS AND EXCEPT 30.4107 Acres as shown on a plat recorded in Plat Book 53, Page 144, Aiken County Records, conveyed to Luis F. Escobar by deed recorded in Record Book 4164, page 926, Aiken County Records.

BEING a portion of the property conveyed to Storm Branch Equestrian Clubs, LLC by deed of Edward Bernard and Stuart A. Gertman, Trustee of the Amended and Restated Stuart A. Gertman Revocable Trust dated August 19, 1999, said deed being dated November 7, 2007 and recorded November 9, 2007 in Record Book 4172, Page 654, Aiken County Records.

Grantee's Address: PO Box 5411
Aiken, SC 29804

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its successors and assigns forever.

AND THE GRANTOR does hereby bind Grantor's successors, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against Grantor and Grantor's successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our Hand and Seal this 17 day of December, in the year of our Lord 2019.

Signed, Sealed and Delivered
in the Presence of:

[Signature]

Storm Branch Equestrian Clubs, LLC

BY: [Signature] (LS)
Don Houck, Member

BY: [Signature] (LS)
Michael D. Rubin, Member

[Signature]

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

I, the undersigned notary, do hereby certify that Storm Branch Equestrian Clubs, LLC by Don Houck, Member and Michael D. Rubin, Member personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 17 day of December 2019.

[Signature]
Notary Public for the State of
My Commission Expires: 7-28-27
[NOTARY SEAL]



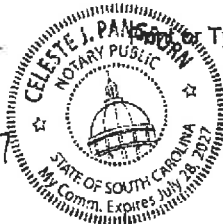
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is known as Lots 16 and 17 Silos Road, in Aiken County, bearing County Tax Map Number P/O 053-18-01-001 which was transferred by Storm Branch Equestrian Clubs, LLC to Stuart A. Gertman, Trustee of the Amended and Restated Stuart A. Gertman Revocable Trust dated August 19, 1999 on December 18, 2019
3. Check one of the following: The deed is
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information section of affidavit):
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 89,400.00
 - (b) The fee is computed on the fair market value of the realty which is _____
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check Yes or No to the following: A lien or encumbrance on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	\$89,400.00
(b) Place the amount listed in item 5 above here:	\$
(c) (If no amount is listed, place zero here.)	\$0
(c) Subtract Line 6(b) from Line 6(a) and place result here:	\$89,400.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 331.15
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

SWORN to before me this 18
day of December 2019
Somerville
Notary Public for
My Commission Expires: 7-28-21



Type Name Here: Mary O. Guynn

Deed Consideration Affidavit

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. "Family" means the grantor, the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of them, and the grantor's and grantor's spouse's heirs under a statute of descent and distribution. A "family partnership" or "family trust" also includes charitable entities, other family partnerships and family trusts of the grantor, and charitable remainder and charitable lead trusts, if all the beneficiaries are charitable entities or members of the grantor's family. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim used to confirm title vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.
- (16)

Deed Consideration Affidavit

2018025137
 AGREEMENT
 RECORDING FEES \$11.00
 PRESENTED & RECORDED:
 10-17-2018 09:53 AM
 JUDITH WARNER
 REGISTER OF DEEDS CONVEYANCE
 AIKEN COUNTY, SC
 BY: JULIE STUTTS DEPUTY RMC
BK: RB 4745
PG: 2366 - 2370

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN) **PRIVATE ROAD MAINTENANCE**
) **AGREEMENT**

WHEREAS, Storm Branch Equestrian Clubs, LLC, (the "Property Owner") is the owner in fee simple of the parcel of real property described in paragraphs 1 and 2 below on which certain roads are located, and Twin Silos Property Owners Association, Inc., (the "POA") has an interest in and obligation for the maintenance of those roads by virtue of the Amended and Restated Covenants for Twin Silos identified below in paragraph 2; and

WHEREAS, the Property Owner and POA desire to enter into a Private Road Maintenance Agreement (the "Agreement") for two private roads named Cowdrey Park Road (P-1362) and Silos Road (P-1363) in Aiken County (the "Roads"); and

WHEREAS, pursuant to the Aiken County, South Carolina Land Management Regulations and state and local ordinances, the Property Owner must enter into a Private Road Maintenance Agreement that provides for the perpetual private maintenance of the Roads by the Property Owner prior to approval by Aiken County of the proposed further subdivision of the below described real property on which the private Roads are located; and

WHEREAS, the term "Aiken County" as used herein refers to Aiken County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina.

NOW, THEREFORE, know all persons by these presents, the Property Owner and POA, in consideration of the benefits to the Property Owner and POA, the receipt and sufficiency of which are hereby acknowledged, hereby covenant and agree as follows:

1. The Property Owner and POA hereby accept full and complete responsibility for the Roads, including the right-of-way therefor and all related stormwater and utility easements, facilities, and appurtenances, as shown on a plat recorded in Plat Book 51, Page 484 of the records of the Aiken County RMC Office, and as shown on the Official Road Atlas of Aiken County, SC, which Roads are located on the parcel of real property further described in paragraph 2 of this Agreement.
2. The parcel of real property on which the Roads are located is more specifically described in a deed dated November 7, 2007, and recorded in the Aiken County RMC Office in Record Book 4172, Page 654 and in Exhibit A of the Amended and Restated Covenants for Twin Silos dated March 29, 2018, and recorded in the Aiken County RMC Office in Record Book 4714 at Page 444. The parcel also is currently designated in whole or in part as Aiken County Tax Map No: 053-18-01-001. All references in

this described below Agreement to subdivided lots or the subdivision refer to lots subdivided at any time from the real property described in this paragraphs 1 and 2 of this Agreement.

3. The Property Owner and POA shall maintain the Roads in good condition as private roads for ingress and egress for motor vehicles and emergency vehicles to all lots the Roads serve, including lots subdivided at any time from the real property described in paragraph 2 above, and shall be responsible and liable for the Roads' perpetual care and maintenance so that neither Aiken County, South Carolina, nor the State of South Carolina will be, or will be held to be, responsible or liable for the Roads or any use of the Roads by any person or emergency service.

4. The Property Owner and POA, jointly and severally, agree to and shall indemnify Aiken County for and hold it harmless from all losses, expenses, damages, judgments, actions, claims and liabilities arising in any way from the existence, use, operation or condition of the Roads or related stormwater and utility easements, facilities and appurtenances.

5. If, for whatever reason, Aiken County is asked to accept maintenance of the Roads, the Property Owner and POA will be responsible for bringing the Roads up to the then existing standards of a public road as required by Aiken County as a condition of consideration of acceptance of the Roads by Aiken County. Aiken County may in its discretion decline to accept the Roads or place conditions on such acceptance.

6. All deeds conveying lots subdivided from the real property described in paragraphs 1 and 2 above shall include a provision identifying this Private Road Maintenance Agreement and stating the book and page number where this Private Road Maintenance Agreement is recorded with the Aiken County RMC Office.

7. This Agreement is binding upon the Property Owner and the Property Owner's grantees, successors, and assigns to any part of the real property described in paragraphs 1 and 2 above, and shall run with the land and shall also be binding on all persons having any right, title or interest in all or any part of the Roads. This Agreement also is binding upon the POA and its successors and assigns.

8. Upon both (a) the Property Owner recording a deed with Aiken County RMC Office conveying all of its right, title and interest to the Roads to the POA and (b) the POA recording with the Aiken County RMC Office a statement certifying the acceptance by it of the conveyance of the Roads to it together with a resolution adopted by the Board of Directors of the POA to that effect which resolution shall further state that the POA accepts all obligations of the Property Owner under this Private Road Maintenance Agreement, the Property Owner shall be released prospectively as a party to this Agreement.

IN WITNESS WHEREOF, the Property Owner and POA have hereto set their hands and seals this 15th day of October, 2018.

[Separate Signature Pages Follow]

Signed, sealed and delivered
in our presence:

PROPERTY OWNER:

Storm Branch Equestrian Clubs, LLC

[Signature]
Witness Signature
Printed Name: C. Langdon

By: [Signature] (SEAL)
Printed Name: Dan M. Houck
Title: Authorized Officer
Address: Box 1119
Colerdale SC 29810
Telephone: 803-257-6083

[Signature]
Witness Signature
Printed Name: Angela S. McCuen

STATE OF South Carolina)
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, Angela S. McCuen, a Notary Public for South Carolina do
hereby certify that Storm Branch Equestrian Clubs, LLC, by Dan M. Houck its
Authorized Officer, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

SWORN to before me this 15 day
of October, 2018.

[Signature]
Notary Public for South Carolina Angela S. McCuen SEAL
My Commission Expires: 10-15-29 10-5-29
Printed Name: Angela S. McCuen



Signed, sealed and delivered
in our presence:

POA:

Twin Silos Property Owners Association, Inc.

[Signature]
Witness Signature
Printed Name: W. Pangborn

[Signature]
Witness Signature
Printed Name: Angel S. McLean

[Signature] (SEAL)
By: Don M. Houck
Printed Name: Don M. Houck
Title: Authorized Officer
Address: TD, Box 119
ALEXANDER SC 29810
Telephone: 803-259-6083

STATE OF South Carolina)
COUNTY OF Aiken)

ACKNOWLEDGEMENT

I, Angel S. McLean, a Notary Public for South Carolina, do hereby certify that Twin Silos Property Owners Association, Inc., by Don Houck, its Authorized Officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 15 day of October, 2018.

[Signature]
Notary Public for South Carolina Angela S. McLean SEAL
My Commission Expires: 10-5-21 10-5-21
Printed Name: Angela S. McLean

