

NO TITLE OPINION REQUESTED OR GIVEN BY THE PREPARER OF THIS INSTRUMENT\*\*

**STATE OF SOUTH CAROLINA)**

) **GENERAL DECLARATIONS, COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This General Declaration of Covenants, Conditions, and Restrictions is made this 4<sup>th</sup> day of December, 2025, by Fowl Life Land Co, LLC, a South Carolina limited liability company (hereinafter the "Declarant").

## WITNESSETH

**WHEREAS**, Declarant is the owner of certain real property located in Anderson County, South Carolina; and

**WHEREAS**, Declarant intends to develop the real property herein described on Exhibit "A" attached hereto and incorporated herein by this reference and submit the same to the provisions of this Declaration(hereinafter the "Property"); and

**WHEREAS**, Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of the Property;

**WHEREAS**, Property has been subdivided into 5 separate and distinct parcels of land, more fully shown upon Exhibit "B", which may sometimes be referred to herein as ("Lot or Lots");

**NOW, THEREFORE**, Declarant hereby declares that the Property which is described on EXHIBIT "A" shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following restrictions, covenants, charges, and conditions which are for the purpose of protecting the value and desirability of the Property, and which shall touch and concern and run with title to the Property. This Declaration and all provisions hereof shall be binding on all parties having any right, title or interest in the Property or any portion thereof, and their respective heirs, successors, successors in title and assigns, and shall inure to the benefit of each Owner thereof.

# ARTICLE I

## **IMPOSITION OF COVENANTS AND STATEMENTS OF PURPOSE**

**Section 1.1 Imposition of Covenants.** Declarant hereby makes, declares and establishes the following covenants, condition and restrictions (collectively hereinafter the "Covenants") which shall affect the Property. From this day forward, the Property shall be held, sold, conveyed and devised subject to the Covenants. The Covenants shall run with

the land and shall be binding upon all persons or entities having any right, title or interest in all or any part of the Property, including Declarant, and their heirs, successors and assigns, and their tenants, employees, guests and invitees, and the Covenants shall inure to the benefit of each Owner of the Property.

**Section 1.2 Statement of Purposes.** These Covenants are imposed for the benefit of all Owners of the Lots located within the Property. These Covenants create specific rights and privileges which may be shared and enjoyed by all Owners and occupants of any part of the Property.

**Section 1.3 Declarant's Intent.** Declarant desires to ensure the attractiveness of the individual Lots: to prevent any future impairment of the Property: and to preserve, protect and enhance the values of the Property.

## ARTICLE II GENERAL COVENANTS AND RESTRICTIONS

**Section 2.1 General.** The Property shall be used only for residential, recreational and related purposes as may more particularly be set forth in this Declaration. Supplemental Covenants hereto, or any subsequently recorded Declarations. Any Owner shall have standing and the power to enforce use restrictions contained in this Declaration or any such Supplemental Covenants or subsequently recorded Declarations.

Land use standards constituting the initial restrictions and standards are established by Declarant. Unless otherwise indicated, all such restrictions and standards apply to all parcels which comprise Property.

This Declaration or any amendment or supplement thereto may impose stricter standards than those contained in this Article. The Declarant or Owners shall have standing and the power to enforce such standards.

**Section 2.2 Construction of Residences.** All residential structures shall be built on-site and contain a minimum of 1,800 square feet of heated space and a two-car garage. No manufactured housing, mobile home, mobile home subdivision, trailer, tent, shack, or other building shall be erected on any portion of Property to be used as a temporary or permanent residence or living quarters.

**Section 2.3 Lot Lines and Building Setbacks.** No dwelling or structure shall be located closer than 40 feet to the front road right-of-way, and no closer than 30 feet to the rear lot line, and no closer than 15 feet from the side lot lines. Notwithstanding the foregoing, any dwelling or structure constructed upon Lot 2 shall be located no closer than 30 feet from the rear and side lot lines. No permanent and/or portable structure can encroach into these

setback areas. This includes, but is not limited to, all residences, buildings, decks, doghouses, gazebos and arbors. Fences and driveways are not considered structures.

**Section 2.4 Pools.** Above ground pools may not be constructed upon any lot, only in-ground style pools may be constructed upon any Lot.

**Section 2.5 Propane Tanks.** Any propane or natural gas tanks must be buried underground and shall not be visible from the road or any adjoining Lot.

**Section 2.6 Vehicles.** Disabled vehicles may not be kept upon any portion of Property unless stored within a garage or outbuilding and is not visible from any surrounding lot or from the street. Boats, recreational vehicles, atvs, side-by-sides, carts, mopeds, scooters and similar vehicles must be stored within a garage or outbuilding.

**Section 2.7 Residential Use Only.** No commercial activities or business may be operated upon Property. Notwithstanding the foregoing, an owner may have a home office provided such activity does not generate any additional traffic to the Lot or involve meeting customers, clients, suppliers or other parties upon Property or any Lot.

**Section 2.8 Minimum Lot Size.** Lot 1, Lot 3, Lot 4 and Lot 5 may not be subdivided to reduce the current platted gross acreage of said Lots as shown upon Exhibit "B". Lot 2 may be subdivided but in no event shall any remainder from Lot 2 contain less than 2.5 acres.

**Section 2.9 Animals and Pets.** All pets and animals shall be contained upon the premises of their respective owners; and all livestock will be restricted to those animals generally considered as not obnoxious, such as dogs, cats and other commonly accepted domestic animals for personal use or enjoyment. Up to eight (8) hens may be kept on any Lot provided said hens are housed in coop located behind the residence constructed upon the Lot. All coops must be built on site using treated wood that is painted or stained or a similar synthetic material; roofing material that matches the color and appearance of the residence and chicken wire only. Chain link or other metal fencing shall not be used in coop construction. All coops must be maintained after construction to ensure neat and orderly appearance. Coops may not be located within 15 feet of any property lines. No pigs, swine, roosters or other fowl of any kind may be kept on any Lot. No animal or pet of any kind may be kept upon a Lot for commercial breeding purposes.

### ARTICLE III DURATION OF THE COVENANTS AND AMENDMENTS

**SECTION 3.1 Term.** The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Declarant or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty(30) years from the date

this Declaration is recorded, after which time they shall be automatically extended for successive periods often(10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginnings of each successive period of(10) years, agreeing to change the covenants and restrictions in whole or in part, or to terminate the same.

**Remainder of the Page Intentionally Blank**  
**Signature Page to Follow**

IN WITNESS WHEREOF. Declarant has caused this General Declaration of Covenants.  
Conditions and Restrictions to be executed the 4<sup>th</sup> day of December, 2025.

DECLARANT

Fowl Life Land Co, LLC, a South Carolina  
limited liability company

J.C. Year  
Witness

Brian C. Sellers  
By Brian C. Sellers, member

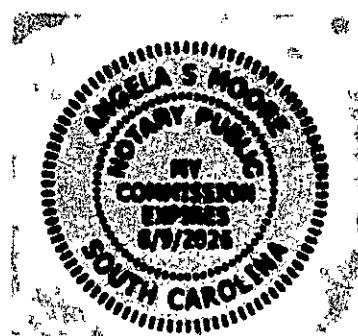
Victoria C. Shroyer  
Witness

The State of South Carolina  
Anderson County

I, the undersigned Notary Public for South Carolina, do hereby certify that Brian C. Sellers,  
Member of Fowl Life Land Co, LLC, personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 4<sup>th</sup> day DECEMBER, 2025 AD.

Angela S. Moore  
Notary Public for South Carolina  
My Commission Expires 8.9.2026



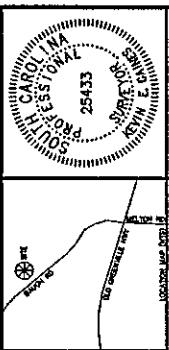
**EXHIBIT A**

ALL those certain pieces, parcels or lots of land, situate, lying and being in the State of South Carolina, County of Anderson, on the eastern side of Baugh Road (s-4-73), described as 13.212 acres as shown on a plat prepared for Fowl Life Land Co, LLC by Upstate Surveying Associates, LLC dated September 16, 2025 and recorded on March 5, 2025 in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Slide 3236 at Page 3, and having metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

This being the same property conveyed unto Brian E Eisenbruan and Lisa D Eisenbraun by deed of Moris W Phillips and Laura D Phillips, recorded 1/25/2021 in Deed Book 15046, Page 214 in the ROD Office of Anderson County.

For Informational Purposed Only:

TMS# 113-00-04-016-000

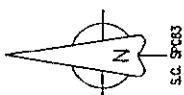


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**EXHIBIT B**

N/F, BRIAN & USA EISENBRÄUN  
TM#1390004010  
DB 17964/1B4  
PB S223/7A

**TOTAL AREA LOTS 1-5**  
AREA OUTSIDE R/W: 12.249 ACRES, 533.585 SQ.FT.  
**AREA INSIDE R/W: 0.9863 ACRES, 41,933 SQ.FT.**  
**TOTAL AREA: 13.212 ACRES, 575,528 SQ.FT.**



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Co Fee:  
REGISTER OF DEEDS, ANDERSON CO, SC  
Cynthia D. Radford

THIS IS NOT A SUBDIVISION AS DEFINED BY ANDERSON COUNTY SUBDIVISION REGULATIONS	
<i>Tim Carter</i>	11/19/2025
SUBDIVISION ADMINISTRATOR	DATE

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