CYNTHIA B FORTE

BERKELEY COUNTY

REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

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***** ELECTRONICALLY RECORDED DOCUMENT *****

Instrument #:	2026005574		
Receipt Number:	381088	**Return To:**	
Recorded As:	EREC-DECLARATION		
Recorded On:	February 18, 2026		
Recorded At:	02:38:23 PM	**Received From:**	SIMPLIFILE
Recorded By:	WK02	**Parties:**	
Book/Page:	RB 5477: 736 - 740		Direct- JLHSC LLC
Total Pages:	5		Indirect- TROJAN ROAD

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee:	$10.00
Tax Charge:	$0.00

Cynthia B. Forte

Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA	)	DECLARATION OF COVENANTS AND
	)	MAINTENANCE OF INGRESS/EGRESS
COUNTY OF BERKELEY	)	EASEMENT
		(TROJAN ROAD SUBDIVISION)

WHEREAS, JLHSC, LLC, (hereinafter referred to as "Owner") is the owner of 62.75 acres in Berkeley County, originally designated as TMS No. 031-00-04-087, as shown on that plat entitled "SUBDIVISION AND EASEMENT PLAT OF TROJAN ROAD SUBDIVISION CONTAINING 62.75 ACRES IN 5 LOTS NEAR CROSS TMS# 0310004087 SURVEYED FOR JLHSC LLC BERKELEY COUNTY," prepared by Michael Kevin Wilson, PLS No. 23834, dated September 10, 2025, and recorded January 12, 2026 as Instrument No. 2026001086 in the Office of the Register of Deeds for Berkeley County (such property as described therein being hereinafter referred to as the "Property"; and

WHEREAS, it is the desire and intention of the Owner to develop said Property to be named **TROJAN ROAD** and to impress and restrict the lots within said Property with suitable and useful restrictions;

NOW, THEREFORE

KNOW ALL MEN BY THESE PRESENTS that the Owner hereby makes the following declarations as to covenants, limitations, restrictions, and uses to which the lots constituting the above described portion of Trojan Road Subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this declaration of restrictive covenants and easements being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein.

Section 1. **Use of Property.** Lots A-E shall be known and designated as single-family residential lots and no structure shall be erected and/or used on the property herein above described for any other purpose than residential. Mobile homes are permitted, provided that any mobile home located within the subdivision is new at the time it is affixed to the lot, and further provided that the mobile home is promptly and properly detitled with the South Carolina Department of Motor Vehicles and pursuant to any procedures and requirements of Berkeley County government. Modular homes are permitted provided that they meet all local standards for modular homes and the State requirements outlined in Section 23-43-85 of the *SC Code of Laws (1976), as amended.* Notwithstanding this provision, once construction of a single-family residence commences, a temporary trailer or recreational vehicle may be placed on the property during the construction for a period not to exceed eighteen (18) months.

Section 2. **Offensive Activity, Nuisance, Animals, and General Maintenance.** No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals of any kind, other than horses, shall be raised or bred for commercial purposes. Disturbing noises which are out of the ordinary, such as loud car engines, sounding horns, etc.,

will be considered as a nuisance and in violation of these restrictive covenants. No stagnant water, refuse, stale garbage or other unsanitary condition conducive to the breeding of mosquitoes, flies or other such organisms that may be otherwise prejudicial to the public health, shall be maintained or permitted. At no time will any unsightly vehicles be left unattended on any of the lots in the subdivision and any "abandoned" cars will be immediately removed from the site of any lot. Property owners will keep all property in good condition, and well maintained and groomed.

Section 3. **Reservation of Easements.** Each property owner acknowledges and agrees that the conveyance of each lot is subject to a right-of-way easement for the ingress and egress of each property owner to and from their property as indicated on the aforementioned plat. Further, easements for installation and maintenance of utilities and drainage facilities are reserved over, under and across the property described in the aforementioned plat for the use by utility companies and public agencies in connection with this development.

Section 4. **Road Easement and Maintenance.** The Owners of Lots A-E or subdivided Lots thereof shall be responsible for the upkeep and maintenance of the 50' ingress/egress easement, inclusive of the areas designated as turnaround within the easement area, extending from the intersection of the easement with Trojan Road (SC 45) and then running generally northwest to the junction where the easement area is bounded by Lots A and B, and thence turning and running in a westerly direction where the easement area is bounded by Lots C and D, and thence continuing north to the end of the easement area as shown on the aforesaid plat. Upkeep and maintenance shall include, but not be limited to grading, filling, mowing, and any additional work that may be needed to make the road passable in all weather conditions by the owners and subsequent owners.

Specifically, maintenance of the road easement will be conducted as follows:

a. All lot owners will be responsible for the maintenance of the entrance fences being twelve (12) feet in width and any maintenance necessary between the roadway of Trojan Road (SC 45) and the beginning of the gravel road being the road easement referenced above.

b. The owners of Lots A through E are responsible for the section of the road from the start of the gravel road at Trojan Road (SC 45) to the northeastern corner of Lot B, where it adjoins the southeastern corner of Lot C, including the turnaround area located within Lot B, as shown on the aforesaid plat.

c. The owners of Lots C through E are responsible for the section of the road from the northeastern corner of Lot B, where it adjoins the easternmost corner of Lot C, to the southeastern corner of Lot D, as shown on the aforesaid plat.

d. The owners of Lots D and E are responsible for the section of the road from the southeastern corner of Lot D to the end of the easement area, including the turnaround area within Lots D and E, as shown on the aforesaid plat.

The parties are not required to maintain the road area beyond reasonable care but may agree to additional upgrades necessary if agreed upon by all owners that use the road for ingress and egress.

Section 5. **Road Easements.** Each property owner acknowledges that the roadway referenced in Sections 3 and 4 hereinabove is owned by each property owner of the subdivision. Each owner within the Trojan Road Subdivision is granted an easement over the portion of each subdivision lot upon which the roadway encroaches for the purpose of ingress and egress.

Section 6. **Duration.** These covenants are to run with the land and shall be binding on all persons claiming under them for a periods of twenty (20) years from the date these covenants are recorded, after which time the covenants shall be extended automatically for successive periods of ten (10) years unless an instrument signed by all owners of said lots has been recorded in the ROD office for Berkeley County, agreeing to changes in the covenants in whole or in part.

Section 7. **Enforcement.** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either enjoining such action or to recover damages.

Section 8. **Invalidation**. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 9. **Amendment.** These covenants herein can be amended, altered, modified or canceled at any time by the Owner until the last lot is sold by the Owner. Thereafter, the covenants can be amended by written consent of three-fourths (3/4) of the record title holders of the lots within the Property. Any amendments, alterations, or modifications to this Declaration shall be made in writing and duly recorded in the Office of the Berkeley County Register of Deeds.

[This section intentionally left blank]

IN WITNESS WHEREOF, the undersigned has hereunto set her Hand and Seal this 18th day of February, 2026.

Signed, Sealed, and Delivered
in the Presence of:

JLHSC, LLC,
a South Carolina limited liability company

By: Elizabeth S. Moore, its Authorized Agent

The foregoing instrument was acknowledged before me by JLHSC, LLC, a South Carolina limited liability company, by Elizabeth S. Moore, its Authorized Agent, on February 18, 2026.

(SEAL)
NOTARY PUBLIC FOR
SOUTH CAROLINA
MY COMMISSION EXPIRES: 1·3·2035

TERESA M. ENGLAND
My Commission Expires
NOTARY PUBLIC
01-03-2035
STATE OF SOUTH CAROLINA