

2018007844
AMENDED COVENANTS
RECORDING FEES \$21.00
PRESENTED & RECORDED
04-05-2018 10:40 AM
JUDITH WARNER
REGISTER OF MESNE 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

Heidi Varea
Witness

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

Angela S. McCuen
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.

Angela S. McCuen
Notary Public for the State of South Carolina
My Commission Expires: 10-5-27

[NOTARY SEAL]



STORM BRANCH EQUESTRIAN CLUBS,
LLC

[Handwritten Signature]

Witness

[Handwritten Signature]
Notary

By: *[Handwritten Signature]* (LS)
Stuart A. Gertman, Trustee of the Amended
and Restated Stuart A. Gertman Revocable
Trust dated August 19, 1999, Member

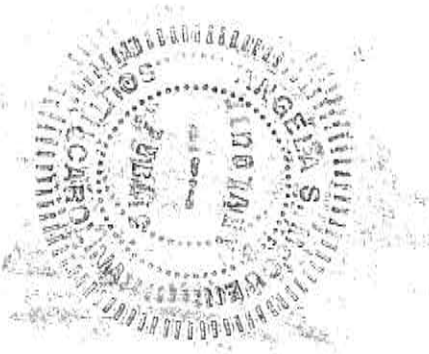
STATE OF *South Carolina*)
)
COUNTY OF *Aiken*)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Stuart A. Gertman 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*, 20*18*.
[Handwritten Signature]
Notary Public for the State of *South Carolina*
My Commission Expires: *10-5-27*

[NOTARY SEAL]



Heather Varen

Witness

Amel S. M.
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 Allendale)

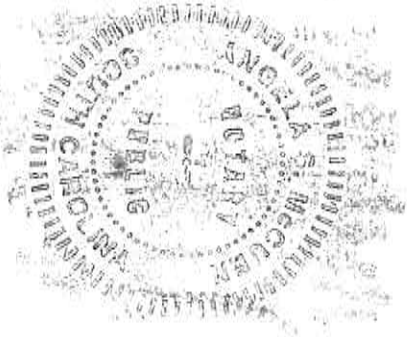
ACKNOWLEDGEMENT

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 27 day of March, 2015.

Amel S. M.
Notary Public for the State of South Carolina
My Commission Expires: 10-5-27

[NOTARY SEAL]



TWIN SILOS PROPERTY OWNERS
ASSOCIATION, INC.

Heena Vard

Witness

Angel S. M
Notary

By

Authorized Officer

Don Houch

Attest

Authorized Officer

Mike D. Rubin

[CORPORATE SEAL]

STATE OF South Carolina)
COUNTY OF Albermarle)

ACKNOWLEDGEMENT

I, the undersigned notary, do hereby certify that Don Houch and Mike Rubin 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.

Angel S. M
Notary Public for the State of South Carolina
My Commission Expires: 10-5-27

[NOTARY SEAL]

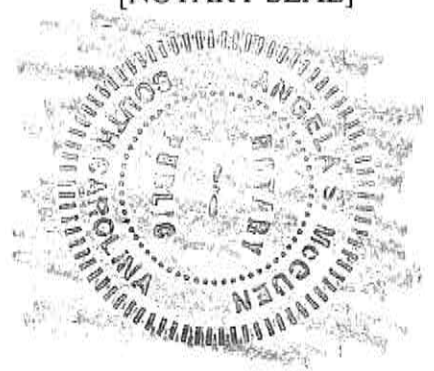


EXHIBIT A

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.