STATE OF SOUTH CAROLINA	)	**MODIFICATION OF DEED COVENANTS AND RESTRICTIONS**
	)	
	)	
COUNTY OF OCONEE	)	**(Modifying the Deed Covenants and Restrictions recorded at Book 1256, Page 257 and at Book 1341 at Page 6-- only as to Tract A on Nimmons Bridge Road, TMS No. 077-00-01-019)**
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This **MODIFICATION OF DEED COVENANTS AND RESTRICTIONS** (this "**Modification**"), is dated as of this ____ day of _____, 2025 (the "**Effective Date"**) by **CLIFFS LAND, LLC,** a Delaware limited liability company ("**Cliffs Land**").

WHEREAS, pursuant to Special Warranty Deed recorded on December 18, 2002, in Book 1256 at page 257 in the Office of the Register of Deeds of Oconee County, South Carolina (the "**Original Deed**"), Crescent Resources, Inc. (the "**Grantor**") conveyed to Keowee Investment Group, LLC, a South Carolina limited liability company, certain real properties and tracts of land being more particularly described therein (collectively, the "**Property**").

WHEREAS, on April 12, 2004, the Original Deed was amended and restated by that certain Amendment to and Restatement of General Deed Restrictions recorded on April 20, 2004 in Book 1341 at Page 6 in the Office of the Register of Deeds of Oconee County, South Carolina (the "**Amended and Restated Deed Restrictions**" and together with the Original Deed, the "**Deed**").

WHEREAS, Palmetto Bluff Company, LLC ("**Palmetto Bluff**") is the successor-in-interest to Crescent Resources, Inc. by virtue of the following: (i) the merger of Crescent Resources, Inc. into Crescent Resources of Georgia, Inc.; (ii) the conversion of Crescent Resources of Georgia, Inc. to a Georgia limited liability company known as Crescent Resources, LLC; (iii) name change of Crescent Resources, LLC to Crescent Communities, LLC, a Georgia limited liability company; and (iv) name change of Crescent Communities, LLC to Palmetto Bluff Company, LLC, a Georgia limited liability company; all as will appear by reference to the filings in the Office of the Secretary of State of Georgia.

WHEREAS, pursuant to the terms of the Deed, the Property was made subject to certain restrictions as set forth in Exhibit A to the Amended and Restated Deed Restrictions (the "**Restrictive Covenants**") for the purpose of benefitting Palmetto Bluff and Palmetto Bluff's remaining lands adjoining or in the vicinity of the Property.

WHEREAS, Palmetto Bluff assigned to Cliffs Land all of Palmetto Bluff's rights and obligations as "Grantor" under the Deed in accordance with that certain Assignment and

Assumption of General Deed Restrictions, dated August 28, 2019, and recorded on September 13, 2019, in the Office of the Register of Deeds for Oconee County, South Carolina in Book 2502 at Page 283 (the "**Assignment**").

WHEREAS, in accordance with the terms of the Deed and as assignee of the Grantor's rights thereunder, Cliffs Land has the sole right to enforce, modify, or release the Restrictive Covenants.

WHEREAS, Cliffs Land desires to amend the Restrictive Covenants solely with respect to Tract A, containing 8.59 acres, more or less, of real property (the "**Subject Parcel**"), more particularly described on the attached and incorporated **Exhibit A** hereto.

NOW, THEREFORE, in accordance with the terms of the Deed, Cliffs Land hereby declares:

1. Incorporation of Recitals. The foregoing recitals are incorporated in and made part of this Modification as fully as if set forth verbatim herein.

2. Amended and Restated Covenants and Restrictions as to the Subject Parcel Only. As of the date hereof, the Restrictive Covenants set forth on Exhibit A to the Amended and Restated Deed Restrictions and imposed on the Property in accordance therewith shall no longer restrict or apply to the Subject Parcel. In lieu thereof, the covenants and restrictions set forth on the attached and incorporated **Exhibit B** hereto, are hereby imposed on the Subject Parcel and shall run with title to the Subject Parcel. The Restrictive Covenants shall remain in full force and effect with respect to the remainder of the Property.

3. Defined Terms and Scope of this Amendment. All capitalized terms appearing in this Modification and not expressly defined herein shall have the meanings assigned to them in the Deed.

IN WITNESS WHEREOF, Cliffs Land, LLC, as assignee of the Grantor's rights, has caused its seal to be affixed hereto and these presents to be subscribed by its duly authorized representative as of the Effective Date.

Cliffs Land, LLC,
a Delaware limited liability company

_____
Witness 1

By: Caldwell Holdings, LLC,
a Delaware limited liability company,
Its: Sole Member

_____
Witness 2

By:_____
Name: _____
Its: Authorized Representative

STATE OF COLORADO)
COUNTY OF DENVER)

ACKNOWLEDGMENT

I, _____, a Notary Public for State of Colorado, do hereby certify that _____ personally came before me this day and acknowledged that he is the Authorized Representative of Caldwell Holdings, LLC, the sole member of Cliffs Land, LLC, the Grantor herein (the "Company") and that he, being authorized to do so, executed the foregoing document on behalf of the Company.

Witness my hand and seal this _____ day of _____, 2025.

_____ (SEAL)
Notary Public for State of Colorado
My commission expires: _____

[AFFIX NOTARY SEAL ABOVE]

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PARCEL

All that certain piece, parcel or tract of land situate, lying and being in the County of Oconee, State of South Carolina, being shown and designated as Tract A, containing 8.59 acres, more or less, as shown and more fully described on plat of survey entitled "Survey and Certification for Tracts A-E, Nimmons Bridge Road" dated October 31, 2023, prepared by Pioneer Surveying, Inc. and recorded in the Office of the Register of Deeds for Oconee County in Plat Book B928 at Pages 5 and 6; which plat is incorporated herein by reference and made a part of this description.

The within described property is a portion of the property conveyed to Cliffs Timber, LLC by deeds recorded in the Office of the Register of Deeds for Oconee County as follows: (i) deed of Worthington Hyde Partners-II, LP recorded in Deed Book 2416 at page 226 on November 27, 2018, (ii) deeds of Worthington Hyde-II, LP recorded in Deed Book 2449 at page 25 and Deed Book 2449 at page 69 on March 19, 2019, and (iii) deed of Cliffs Land, LLC recorded in Deed Book 2449 at page 75 on March 19, 2019.

Oconee County TMS No. 077-00-01-019

EXHIBIT B
AMENDED AND RESTATED COVENANTS AND RESTRICTIONS AS TO SUBJECT PARCEL ONLY

The following Amended and Restated Covenants and Restrictions (the "**Restrictions**") hereinafter shall encumber the Subject Parcel and run with title thereto.

1. **Restricted Activities.** The following activities are prohibited on the Subject Parcel:

a. Any activity which violates local, state or federal laws or regulations;

b. Any noxious, offensive or illegal trade or activity including anything that may be or become an annoyance or nuisance;

c. Raising, breeding, or keeping of animals, livestock or poultry of any kind. Notwithstanding the foregoing, the following activities are excepted from the foregoing restriction and shall be permitted on the Subject Parcel:

i. The raising, breeding, or keeping of ten (10) laying hens so long as such animals are not kept, bred or maintained for commercial purposes.

ii. The keeping of household pets so long as such animals are not kept, bred or maintained for commercial purposes.

d. Cutting of trees and other plants and/or shrubbery within the Setbacks other than those which are less than six inches (6") in diameter (measured 3 feet from grade) unless tree is dead or diseased. Underbrushing as described below in Paragraph 6 is specifically allowed; and

e. Storing non-operable vehicles that are visible from Nimmons Bridge Road.

2. **Single Family Residential Use**. The Subject Parcel shall be utilized for single-family residential purposes only.

3. **Building Improvements**. Chain link fences that are visible from Nimmons Bridge Road are prohibited. Fencing within Setbacks (hereinafter defined) shall be constructed of natural material.

4. **No Modular or Mobile Homes**. No mobile, manufactured or modular home or structure having the characteristics or appearance of a mobile, modular or manufactured home, including, without limitation, any mobile, modular or manufactured home as defined by the building codes or other applicable laws of South Carolina shall be located upon the Subject Parcel. Notwithstanding the foregoing, recreational vehicles shall be allowed on the Subject Parcel so long as they are not visible from Nimmons Bridge Road and are not used for living quarters.

5. **Subdivision**. The Subject Parcel may not be subdivided or otherwise split into additional parcels.

6. **Setbacks and Vegetative Buffers**. No building on the Subject Parcel (including any stoops, porches or decks) whether attached or unattached shall be erected or permitted to remain on the Subject Parcel nearer than one hundred feet from the rear property lines (the "**Setbacks**"). The area between the Subject Parcel's boundaries and the Setbacks (the "**Vegetative Buffer Area**") shall be preserved and maintained in a natural state. Periodic under-brushing and adherence to best forestry and fire-control practices is permitted within the Vegetative Buffer Area, but trees and flora shall be naturally maintained except for the limited circumstances of fire breaks. See also the related terms contained within Paragraph 1(d) above.

7. **No Firearms**. No firearms of any variety shall be discharged upon the Subject Parcel, with exception for purposes of the defense of person or property as permitted under South Carolina law.

8. **No Claims**. No owner of the Subject Parcel shall have any claim or cause of action against Cliffs Land arising out of the exercise, or non-exercise, or enforcement, or failure to enforce, or the amendment, release or grant of variance with respect to any covenant, condition, restriction, easement or other right reserved hereunder or referred to herein.

9. **No Delay**. No delay or failure on the part of Cliffs Land to invoke an available remedy with respect to a violation of any restriction contained herein shall be held to be a waiver by Cliffs Land of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.

10. **Severability.** Every restriction set out herein or referred to herein is hereby declared to be independent of and severable from each other, and if any of the same shall be held by a court of competent jurisdiction to be invalid or unenforceable, all the remainder of the restrictions shall continue unimpaired and in full force and effect.

11. **Rights of Enforcement.** If the owner(s) of the Subject Parcel, their heirs, successors, tenants, or assigns shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, Cliffs Land may enforce the covenants, conditions and restrictions set forth herein by any remedy available at law or in equity, either to prevent or remediate such violation, or recover damages for such violation, or both. Nothing herein shall be held to impose any restriction on any other land owned by Cliffs Land, its subsidiaries or affiliates.

12. **Modification, Amendment, Variances**. No modifications, amendments or variances of these restrictions may be made without the express written consent of Cliffs Land, LLC, or its successors or assigns.