

WHEREAS, Duncan Creek, LLC ("Owner"), is the owner of certain real property as shown as a portion of Laurens County TAX ID # 742-00-00-001 consisting of approximately ±191.71 acres in Laurens County, South Carolina and being more fully described upon Exhibit A attached hereto ("Property").

WHEREAS, Owner desires to impose Restrictive Covenants on Property as described upon Exhibit A. Any owner of any portion of the Property shall be referred to as ("Lot Owner").

NOW, THEREFORE, for and in consideration of the foregoing and the benefits flowing to the Lot Owners of the aforesaid Property, the undersigned does hereby impose the flowing Restrictive Covenants on all the Property.

## GENERAL RESTRICTIONS

1. Lot owners shall not subdivide any future lot to be less than a minimum of Five (5) acres.
2. All lots shall be used solely as building lots for single family residential homes or homestead style recreational (non-commercial) farms or ranches.
3. Building front yard set-back shall be a minimum of 70 feet. Building set-back for the side yard shall be 30 feet and the back yard setback shall be a minimum of 30 feet.
4. All dwellings must have at least 1200 square feet of heated living area and any multistory structure must have a minimum of 1200 square feet of heated living area on the ground floor. All garages to be side or rear entry. Unless otherwise expressly permitted by the Developer.
5. Fencing shall be limited to vinyl, wood, wrought iron, or metal. Chain link, barbed wire and chicken wire are allowable only for purpose of dog runs, chicken pens, livestock enclosures, pool areas and the like as approved by the Developer. All fencing to be placed in the front yard of any property must be approved specifically by the Developer.
6. No business or commercial enterprise shall be erected, maintained, operated, carried on, permitted or conducted on the Property, except any home office type businesses that does not involve high volume of invitee traffic and/or high volume of commercial tractor trailer or truck deliveries or pick up on the Property. High volume of commercial tractor trailer or truck delivery/pickup on the Property shall be defined as more than 1 tractor trailer per week. No tractor trailer delivery or pickup before 8:30am nor after 5:30pm Monday through Saturday. No truck delivery or pickup on Sunday.
7. No portion of the Property shall be used for sheet metal fabricating or metal workshop type work or any similar loud noise or obnoxious smell manufacturing or assembling process.
8. No portion of the Property shall be used for the repairing of vehicles, trucks, trailers, farm equipment, heavy equipment, or tractors other than those vehicles owned by the Lot Owner. Any such repairs shall be made only within and enclosed structure, such as a garage, shed, or barn.
9. No mobile homes, house trailers, or manufactured housing shall be permitted on the Property. No modular home shall be permitted on the Property.

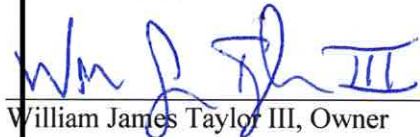
10. All vehicles on the Property shall have current licenses and tags. Any inoperative or unlicensed vehicles shall be stored within an enclosed structure. Any campers, recreational vehicles, buses, vans, heavy trucks, heavy equipment, etc. shall be stored within an enclosed structure (garage, shed, or barn, etc.) and not visible to neighboring Lot Owners.
  - a. Lot owners may reside in campers or recreational vehicles for no more than one (1) year from closing/conveyance of lot during primary residence construction. Lot owners must agree time is of the essence in regard to construction of enclosed structure for the aforementioned vehicle.
11. Any motorcycles, 3 wheelers, 4 wheelers, all-terrain vehicles, utility vehicles, golf carts, go karts, minibikes, or other similar items, including all small engine devices/equipment/tools shall be stored within an enclosed structure (garage, shed, or barn, etc).
12. Any other animals, birds, fowl, not specifically listed in these General Restrictions are hereby prohibited on the Property.
13. Pigs, hogs, or swine shall not be permitted.
14. Cattle, horses, donkeys, mules, shall be limited to 1 head per 2 acres.
15. Sheep and goats shall be permitted with each category limited to 2 head per acre.
16. Chickens, rabbits, turkeys, guinea fowl, geese, and ducks shall be permitted for Lot Owner's personal use/consumption.
17. Household pets and work animals (such as dogs and cats) are permitted, provided they stay within the confines of the Lot Owner's portion of the Property.
18. In the event any governmental regulation or rule or law is more restrictive regarding animals on the Property and such regulation or rule or law does not permit the Property to be "grandfathered"; then such rule or regulation shall govern and shall supersede these Restrictive Covenants.
19. After a lot is conveyed by Owner each subsequent Lot Owner shall assure that the property is properly maintained by periodically cutting grass, cleaning and clearing of undergrowth and otherwise undertaking to maintain an appealing appearance of the Property.
20. Lot Owners shall comply with the Laurens County Board of Health regulations and requirements concerning waste materials and disposal thereof, including any burning.
21. No portion of the Property shall be used or maintained as a dumping ground for debris, litter, garbage, trash, junk, non-operating equipment or vehicles or parts thereof. Any items of waste or garbage shall be kept in a sanitary container and kept out of sight of the road or any neighboring Lot Owner.
22. Nothing contained herein shall be construed to prevent a Lot Owner from leasing the lot or any building thereon to any other party; provided the Restrictive Covenants set forth herein shall govern the usage of the lot and shall be equally binding upon such tenant.

**ENFORCEMENT AND DURATION**

23. These Restrictive Covenants shall be interpreted and enforced according to the laws of the State of South Carolina.
24. All Restrictive Covenants are enforceable by any one or more Lot Owner(s) or any governmental agency authorized to enforce these covenants and any successor in interest or tenant with an interest in any portion of the Property.
25. The invalidation of any Restrictive Covenant or provision in the Agreement by a judgment or court order shall not affect the remaining provisions of this Agreement and the remaining covenants, restrictions, and provisions shall remain in full force and effect.
26. The developer shall have the unilateral right to amend, change, revoke in whole or in part these Restrictive Covenants until all lots or portions of Laurens County Tax Map #742-00-00-001 are sold.
27. These Restrictive Covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date this Agreement is recorded, after which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by eighty percent (80%) of the Lot Owners has been recorded to change or amend these Restrictive Covenants in whole or part.

IN WITNESS WHEREOF, the duly authorized member of Duncan Creek, LLC has caused this Covenants and Restrictions to be executed this 8<sup>th</sup> day of March, 2023.

Duncan Creek, LLC



William James Taylor III, Owner  
101 E Washington Street, Suite 400  
Greenville, SC 29601

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Witness

  
Witness

SWORN to and subscribed before me this  
8<sup>th</sup> day of March, 2023.



Notary Public for South Carolina  
My Commission Expires: 9-22-27



EXHIBIT A

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Laurens, being shown and designated as Lot Number One (1) containing  $\pm 10.98$  acres, more or less as shown on plat prepared by Glenn Associates Surveying, Inc., Michael R Mills, SCPLS #11606, dated November 14, 2022 and recorded in the Office of the Register of Deeds for Laurens County, South Carolina in Plat Slide BK:PC-A972 at Page 5, and having the metes and bounds, courses and distances as upon said plat appear.

TMS # P/O 742-00-00-001

DERIVATION:

This being the same property conveyed unto Duncan Creek, LLC by warranty deed of Ralph Owen Yonce dated October 5th, 2020 and recorded on October 7, 2020, in the Office of the Register of Deeds for Laurens County, South Carolina in Book 1531 at Pages 142-144.