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E-FILED IN GREENVILLE COUNTY, SC

Timothy J. Hanney

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

DECLARATION OF RESTRICTIVE COVENANTS
 FOR SOUTH GREEN FARMS

WHEREAS, Caroline Hopkins Newton and John Drayton Hopkins III, Co-Trustees of the Hopkins Family Trust Established Under the Last Will and Testament of John Drayton Hopkins, Jr., dated August 18, 2010 (hereinafter, "Hopkins Family Trust") is the owner of a certain tract of land situate in the County of Greenville, State of South Carolina, more fully described on Exhibit A, which is attached hereto and made a part hereof by reference (the "Property"). Simultaneously herewith, Hopkins Family Trust is conveying the Property to DCMFV Farms 24, LLC ("DCMFV," and together with Hopkins Family Trust, collectively the "Declarant"). The Property is commonly referred to as South Green Farms and is located at Fork Shoals Road and Old Hundred Road, in Simpsonville.

WHEREAS, the Property is intended for residential, agricultural, and related common uses only. In order to protect the Property as a residential development and its use and enjoyment by the owners thereof (each an "Owner" or collectively, the "Owners"), the Declarant desires to impose certain restrictive covenants and reserve certain easements.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the foregoing and the benefits flowing to the present and future Owners of the Property, the Declarant does hereby impose the following protective and/or restrictive covenants and reserves the following easements:

1. LAND USE AND BUILDING TYPE: All lots in the Property shall be designated as residential lots and shall be used exclusively for single family residential dwelling except any common areas for streets or roadways. No structure shall be erected, altered, placed or permitted to remain on the Property other than detached single-family dwellings. Notwithstanding the foregoing, barns, outbuildings, barndominiums, and similar accessory dwelling units are permitted, so long as the general design and materials are similar in nature to the primary residence located on the lot or are reasonably harmonious with neighboring structures. No immoral, improper, offensive or unlawful use shall be made of the Property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction relating to any portion of the property shall be complied with, by and at the sole expense of the Owner. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done which may be or may become a nuisance or annoyance to residents within the Property.

2. DWELLING SIZE: No residence shall be constructed upon any lot containing less than one thousand eight hundred and fifty (1,850) square feet of heated floor space exclusive of porches, garages and breezeways. No two story residence shall be constructed containing less than one thousand two hundred (1,200) feet of heated space on the ground or first floor. All residences must have garages either attached or detached. All garages must contain a minimum of five hundred fifty (550) square feet of area for the storage of vehicles or boats.
3. MINIMUM SETBACKS: No residence or structure shall be erected on any lot nearer than sixty-five (65) feet to the front lot line, twenty (20) feet to a side lot line and forty (40) feet to the rear lot line.
4. CONSTRUCTION REQUIREMENTS:
 - a) All work on any residence or structure placed on any lot or common area in the subdivision must be performed by a building contractor properly licensed by the State of South Carolina and in good standing at the time of the construction.
 - b) All construction must meet all county and state building codes, and in no event shall a structure be placed within the subdivision which does not meet as a minimum the requirements of the Council of American Building Officials (CABO).
 - c) Each owner during construction is responsible for requiring the contractor or any subcontractors constructing residences or other structures within the subdivision to keep all materials, scrap materials, paper and trash properly stored and maintained.
 - d) No residences shall be placed upon any lot except a "Stick-built" building to be constructed from the foundation upon the site. In no event any owner be permitted to move and place upon any lot either any existing building or any building which has been constructed, pre-cut, pre-fabricated or assembled elsewhere, provided this provision shall not be construed to prohibit pre-built trusses and other pre-built sections.
 - e) Vinyl siding is not permitted.
5. SEWAGE DISPOSAL: Sewage disposal for all lots shall only be by septic tank approved by the South Carolina Department of Environmental Services.
6. GARBAGE AND REFUSE DISPOSAL: No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste

shall not be kept except in containers and such containers shall be screened so as not to be visible from the streets and public ways.

7. LANDSCAPING AND MAINTENANCE OF LAWNS: Lawns shall be kept in a neat manner and free of trash, rubbish and debris.
8. MOBILE AND FACTORY BUILT PRECONSTRUCTED HOMES: No mobile or factory built preconstructed home of any type whether on wheels, jacks or permanent foundation shall be placed on any lot. No dwelling, residence or other type of structure shall be moved onto any lot and remodeled or erected.
9. BOATS, BOAT TRAILERS, CAMPERS AND RECREATIONAL VEHICLES: All boats, boat trailers, campers and recreational vehicles of every type and description shall be parked, stored and garaged in such a manner that they are not visible from any street or public way. RV's may not be used on the Property as temporary or permanent residences.
10. BUSINESS AND COMMERCIAL USE: No lot or any part thereof shall be used for any business, commercial or public purpose. There shall be an absolute prohibition of commercial buildings, business (other than work from home remote use), industrial, storage buildings for rent, filling stations, etc. No part or parts of the residences, outbuildings, yards, gardens, barns, or any other portion of the Property may be used as event space for hire.
11. ANIMALS, LIVESTOCK AND POULTRY: The Property may not be used for any commercial poultry, hog farming, junk yard, or salvage yard operations. Pigs, hogs, or swine shall not be permitted. Cattle, horses, donkeys and mules shall be limited to one (1) head per two (2) acres. Chickens, rabbits, turkeys, guinea fowl, geese, and ducks shall be permitted only for personal enjoyment or consumption. Household pets and work animals (e.g., dogs and cats) are permitted but must be leashed when not on each Owner's portion of the Property.
12. SUBDIVISION/COMBINATION OF LOTS: No lot within the Property may be subdivided in such a manner that results in a lot smaller than five (5) acres. Any lots may be combined, however, so long as every lot located within the Property contains a minimum of five (5) acres.
13. DRIVEWAYS: All driveways must constructed of concrete, asphalt, or other similar material, from the garage to the street.
14. FENCING:
 - a) All fencing on the front of any lot shall be "three-rail" fencing or similar.

- b) Rear and side yards not fronting upon any public street may be enclosed by fencing constructed of a material and color that would be harmonious with the exterior of the residence, provided such fencing shall not exceed seventy-two inches in height.
 - c) No fencing shall be constructed in a manner as to obstruct or diminish a clear view of streets or intersecting streets adjacent to any lot.
- 15. USE OF MOTORIZED VEHICLES: All motorized vehicles including but not limited to four wheeled motorized vehicles, three wheeled motorized vehicles and by way of further description and not by way of limitation, automobiles, pickup trucks, trucks, go-carts, three-wheelers, motorcycles, motorbikes and mopeds must contain a muffler system to reduce noise in order not to create an annoyance or nuisance to the Owners by reason of their operation.
- 16. SIGNS: No sign of any kind shall be displayed to the public view on any lot except a sign advertising the property for sale or the signs normally used by building contractors to advertise during the construction and sales period. Any such sign shall not exceed three (3) feet in size or area.
- 17. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
- 18. ENFORCEMENT: All Owners shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration and any further restrictions which may be contained in the deed to such Owner's lot, if any. Failure to comply with this Declaration shall be grounds for an action to recover sums due for damages or injunctive relief, or both, which may be brought by Declarant or by another Owner. Enforcement of these covenants and any term or provision thereof shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any covenant or provision thereof either to restrain such violation or to recover damages caused by such violation. Should the Declarant or an Owner be required to resort to any attorney and/or legal proceedings in order to enforce these restrictive covenants, the "at fault" Owner shall pay the Declarant's or Owner's reasonable attorney fees and costs.
- 19. AMENDMENT BY DECLARANT: This Declaration may be amended unilaterally at any time and from time to time by DCMFV for so long as DCMVF owns any portion of the Property (the "Declarant Control Period"). Any such amendment by DCMFV shall require the written consent of the Hopkins Family Trust, which consent shall not be unreasonably withheld, delayed, or

conditioned. Notwithstanding the foregoing, amendments related to Sections 1 and 10 of this Declaration shall be exempt from a “reasonableness” standard of review and the Hopkins Family Trust shall be entitled to withhold consent at its discretion.

20. AMENDMENT AFTER DECLARANT CONTROL PERIOD. At such time as DCMFV no longer owns any portion of the Property, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of a majority of the Owners of the Property, subject to review and approval from the Hopkins Family Trust as described below.

21. DURATION 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 Declarant or any Owner, their respective legal representatives, heirs, successors, and assigns. This Declaration shall be effective for twenty-five (25) years, after which time the Declaration shall be automatically extended for successive periods of ten (10) years, unless the Owners of the Property by a majority vote elect to terminate this Declaration, subject to review and approval from the Hopkins Family Trust as described below. A Termination of Declaration shall be filed with the Greenville County Register of Deeds Office in such event.

22. NON-LIMITATION ON ASSOCIATION: Nothing within these covenants and restrictions shall prevent the Owners from forming a property owners association after the Declarant Control Period, which association shall be defined and managed without supervision from the Declarant.

23. HOPKINS FAMILY TRUST CONSENT PERIOD. Notwithstanding anything contained herein to the contrary, this Declaration may not be amended or terminated without the written approval and consent of the Hopkins Family Trust for so long as either the Hopkins Family Trust has any ownership interest in property currently identified as shown below:

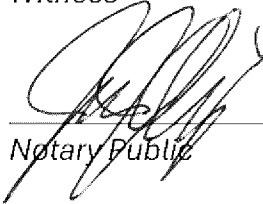
Tax Map #	Current acreage
0576010100703	111.02 +/-
0576010100737	1.78 +/-
0576010100802	56.92 +/-
0576010100728	137 +/-

Witness the Declarants' hands and seals this 16 day of June in the year of our Lord Two Thousand Twenty-Five.

Signed, Sealed and Delivered
in the Presence of

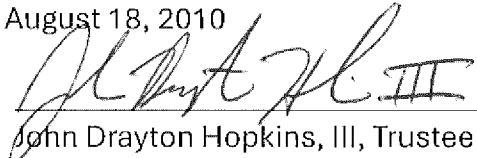


Witness


Notary Public

Hopkins Family Trust Established Under the Last
Will and Testament of John Drayton Hopkins, Jr.,
dated August 18, 2010

By:

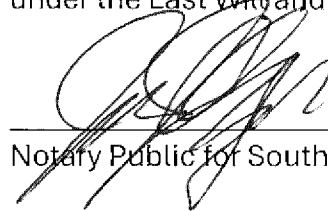
 (seal)
John Drayton Hopkins, III, Trustee

By:

 (seal)
Caroline Hopkins Newton, Trustee

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Sworn and Subscribed before me on this 16 day of June, 2025, by John Drayton Hopkins, III, and Caroline Hopkins Newton, as Trustees of the Hopkins Family Trust Established under the Last Will and Testament of John Drayton Hopkins, Jr., dated August 18, 2010.

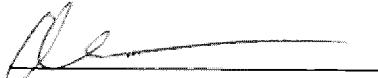

Notary Public for South Carolina

Commission Expires: 9/15, 2034

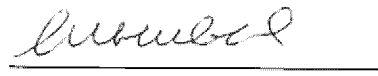


Signed, Sealed and Delivered

in the Presence of



Witness

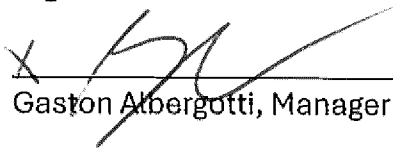


Notary Public

DCMFV Farms 24, LLC

By: Dunean Capital Management, LLC

Its: Manager

By:  (seal)
Gaston Albergotti, Manager

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Sworn and Subscribed before me on this 18 day of June, 2025, by DCMFV Farms24, LLC,
by and through its Manager, Dunean Capital Management, LLC, by and through its Manager,
Gaston Albergotti.



Notary Public for South Carolina

Commission Expires: 6/4, 2028

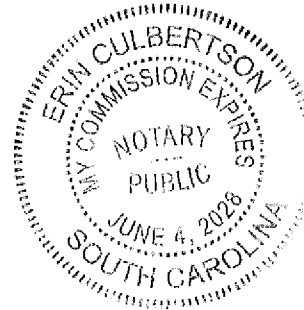


EXHIBIT A

LEGAL DESCRIPTION

ALL those certain pieces, parcels, and lots of land lying and being situate in the County of Greenville, State of South Carolina, at the intersection of Old Hundred Road and Fork Shoals Road in Simpsonville, more fully shown and described as Tract "A," containing 56.71 acres, more or less, Tract "B," containing 5.91 acres, more or less, and Tract "C," containing 5.77 acres, more or less, as shown on that certain plat entitled "Property Survey for Conveyance to DCMFV Farms 24, LLC," prepared by Glenn Associates, Surveying, Inc., dated May 29, 2025, and recorded in the Greenville County ROD Office in Plat Book 1518, at Page 58, on June 4, 2025. Reference to said plat is hereby craved for a more complete metes and bounds description.

Derivation: This being that same property conveyed unto Caroline Hopkins Newton and John Drayton Hopkins III as Trustees of The Hopkins Family Trust established under the Last Will and Testament of John Drayton Hopkins, Jr. dated August 18, 2010 by Deed from Hugh Agnew Hopkins, dated 02/22/2018 and recorded on 03/02/2018 in Deed Book 2533 at Page 638, in the Office of the Register of Deeds for Greenville County, South Carolina.

Also see deed to Caroline C. Hopkins and Caroline Hopkins Newton and John Drayton Hopkins III as Trustees of The Hopkins Family Trust established under The Last Will and Testament of John D. Hopkins, Jr. dated August 18, 2010 by Deed from Estate of John Drayton Hopkins, Jr., dated 02/20/2018 and recorded on 02/23/2018 in Deed Book 2532 at Page 3122, in the Office of the Register of Deeds for Greenville County, South Carolina. Subsequently, Caroline Hopkins Newton and John Drayton Hopkins III as Trustees of The Hopkins Family Trust established under the Last Will and Testament of John Drayton Hopkins, Jr. dated August 18, 2010 conveyed their interest in the property to Caroline C. Hopkins by that Deed dated 02/20/2018 and recorded on 02/23/2018 in Deed Book 2532 at Page 3110, in the Office of the Register of Deeds for Greenville County, South Carolina. Caroline C. Hopkins conveyed her interest in the property to Caroline Hopkins Newton and John Drayton Hopkins III as Trustees of The Hopkins Family Trust established under the Last Will and Testament of John Drayton Hopkins, Jr. dated August 18, 2010 by that Deed dated 04/03/2018 and recorded on 04/06/2018 in Deed Book 2535 at Page 3597, in the Office of the Register of Deeds for Greenville County, South Carolina.

Also see deed to Caroline Hopkins Newton and John Drayton Hopkins III as Trustees of The Hopkins Family Trust established under the Last Will and Testament of John Drayton Hopkins, Jr. dated August 18, 2010 by Deed from Hugh Agnew Hopkins, Trustee of the Betty

Hopkins Roshto Irrevocable Trust under Agreement dated April 16, 2011, dated 02/22/2018 and recorded on 03/02/2018 in Deed Book 2533 at Page 643, in the Office of the Register of Deeds for Greenville County, South Carolina.

Also see deed from Caroline Hopkins Newton and John Drayton Hopkins, III, as Trustees of the Hopkins Family Trust Established under the Last Will and Testament of John Drayton Hopkins, Jr., dated August 18, 2010, to DCMFV Farms 24, LLC, to be recorded of even date herewith.

TMS: 0586010100300, 0586010100307, 0586010100310, 0586010100316