

## **GENERAL RESTRICTIONS**

**Mill Pine Farms  
Liberty, SC 29657**

### **Lots 1-13**

1. Lot owners shall not subdivide any current or 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. The building front yard setbacks of each lot shall be a minimum of 70 feet. Building setbacks for the side yards shall be 30 feet and the back yard setbacks shall be a minimum of 30 feet for each lot.
4. All dwellings must have at least 1250 square feet of heated living area and any multistory structure must have a minimum of 1250 square feet of heated living area on the ground floor. All garages are to be side or rear entry of the residential structure, unless otherwise expressly permitted by the Developer (See Paragraphs 26 and 27 herein).
5. All sides of the residential structures shall be brick, rock, stucco, wood, Hardee plank, or any combination thereof. No vinyl siding shall be permitted as a primary façade material. Any siding materials not listed above, shall be submitted to the Developer for consideration (See Paragraphs 26 and 27 herein).
6. Fencing shall be limited to vinyl, wood, wrought iron, or metal. Chain link, barbed wire and chicken wire are allowable only for the purpose of dog runs, chicken pens, livestock enclosures, pool areas and the like, as expressly approved by the Developer on a case-by-case basis. All fencing to be placed in the front yard of any property must be expressly approved, in writing, by the Developer.
7. 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 do not involve high volume of invitee traffic and/or a high volume of commercial tractor trailer or truck deliveries or pickups to/from/on the Property. High volume of commercial tractor trailer or truck delivery/pickup to/from/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 shall occur on Sunday.
8. 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.
9. 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 an enclosed structure, such as a garage, shed, or barn.

10. No mobile homes, house trailers, or manufactured housing shall be permitted on the Property. No modular homes shall be permitted on the Property.
11. All vehicles on the Property shall have current licenses and tags. Any inoperative or unlicensed vehicles shall be stored within an enclosed structure (garage, shed, or barn, etc.). 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.
12. 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.).
13. Pigs, hogs, or swine shall not be permitted.
14. Cattle, horses, donkeys, and/or 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. Roosters shall not be raised, bred, or kept on or within any lot.
18. 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.
19. Any other animals, birds, fowl, not specifically listed in these General Restrictions are hereby prohibited on the Property.
20. 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.
21. 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.
22. Lot Owners shall comply with the Pickens County Board of Health regulations and requirements concerning waste materials and disposal thereof, including any burning.
23. 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.
24. 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**

25. These Restrictive Covenants shall be interpreted and enforced in accordance with the laws of the State of South Carolina.
26. If the Developer still owns any of the Lots bounds by these Restrictive Covenants, and a Lot Owner or Prospective Lot Owner wishes to deviate from any of the General Restrictions listed herein, the Lot Owner or Prospective Lot Owner must provide a written request to the Developer, specifying the deviations they wish for the Developer to consider. The Developer shall in no way be obligated to accept a Lot Owner or Prospective Lot Owner's request. Should the Developer accept any or all deviations from the General Restrictions requested from a Lot Owner or Prospective Lot Owner, the Developer shall provide a written Release from said General Restrictions to be recorded in the Register of Deeds Office for Pickens County, identifying the property subject to said Waiver.
27. The existence of a Waiver (as described in Section 26) does not invalidate the General Restriction(s) of any other property than for which the Waiver is issued. Furthermore, Waivers shall be granted by the Developer, and the Developer only, on a case-by-case basis and the granting of one Waiver shall in no way bind the Developer to grant an additional Waiver, even if the request to deviate is identical in nature to that granted in a prior Waiver.
28. 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.
29. 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.
30. 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.
31. If the Developer still owns any of the Lots bound by these Restrictive Covenants, the Developer hereby retains the unilateral right to amend or modify these Restrictive Covenants without the consent or approval of any of the Lot Owners.
32. Upon the Developer's conveyance of 100% of the Lots bound by these Restrictive Covenants, if there be a need or want to amend or modify these Restrictive Covenants, a written instrument, signed by eighty percent (80%) of the Lot Owners must be recorded to change or amend these Restrictive Covenants in whole or in part.