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 Union County, South Carolina
 Melanie L. Lawson Clerk of Court

BK **288** PG **941-946**

STATE OF SOUTH CAROLINA

COUNTY OF UNION

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT (the "Restrictive Covenant"), effective as of the 28th day of January, 2020, is by and between **Whitmire Highway DG, LLC**, a South Carolina limited liability company ("Whitmire DG"), and **Donald Preston Williams, Jr. and Deborah Lee Williams** (collectively "Williams").

WHEREAS, Whitmire DG is the owner of approximately 2.149 acres of land more fully described on Exhibit A attached hereto (the "Whitmire DG Property"), and

WHEREAS, Williams is the owner of approximately 4.8510 acres of adjacent land more fully described on Exhibit B attached hereto (the "Williams Property") (the Whitmire DG Property and the Williams Property are sometimes individually referred to as a "Property" and collectively referred to as the "Properties"), and

WHEREAS, Whitmire DG intends to construct improvements on the Whitmire DG Property for use as a retail store for Dolgencorp, LLC, and Williams has agreed to subject the Williams Property to the restrictions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For so long as Dolgencorp, LLC or its affiliates, successors and/or assigns is leasing the Whitmire DG Parcel, Williams covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the Williams Property for the purpose of conducting business as, or for use as: a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express).

2. For so long as Dolgencorp, LLC or its affiliates, successors and/or assigns is leasing the Whitmire DG Parcel, no part of the Williams Property shall be used, leased operated or occupied for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor;

(e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the A Tract or B Tract, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) intentionally omitted; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

3. This Restrictive Covenant shall run with the Williams Property and shall be enforceable by the owner of the Whitmire DG Property and Dolgencorp, LLC, their affiliates, successors or assigns and all interested parties, by all available remedies at law, in equity (including but not limited to injunctive relief) or otherwise. This Restrictive Covenant shall be binding upon and enforceable against Williams, its successors, assigns, and all subsequent owners of all or any portion of the Williams Property or of any interest therein. This Restrictive Covenant shall be superior to any mortgage, lease or other lien now existing or hereafter placed upon the Williams Property.

(Signatures on the following pages)