

**STATE OF SOUTH CAROLINA     )     COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**)     LOTS 1-8 ALONG DUNNS CREEK ROAD**  
**COUNTY OF GREENWOOD         )     PLAT BOOK 161 AT PAGE 63**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made by Cauldrick Land and Timber, LLC (hereinafter referred to as "Declarant") as of the 10<sup>TH</sup> day of November, 2023.

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property located in Greenwood County, South Carolina designated as lots 1, 2, 3, 4, 5, 6, 7, and 8 (collectively, the "Lots" or singularly, the "Lot") along Dunns Creek Road and further shown on that certain plat entitled SURVEY AND CERTIFICATION FOR CAULDRICK LAND AND TIMBER, LLC, prepared by Pioneer Surveying, dated August 9, 2023, and recorded August 15, 2023 in the Office of the Register of Deeds for Greenwood County, South Carolina in Plat Book 161 at Page 63, and being more particularly described on **Error! Reference source not found.** A attached hereto and made a part hereof by reference (hereinafter sometimes referred to as the "Property"); and

WHEREAS, Declarant desires to subject the Property to the plan and operation of this Declaration to encumber the Lots with certain restrictions, all of which is and are for the benefit of the Property and each current and future owner thereof (each an "Owner" and collectively, "Owners").

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, and restrictions set forth in this Declaration, all of which shall run with the land and be binding on all parties owning any right, title or interest in the Property or any part thereof, their heirs, personal representatives and administrators, successors and assigns, and shall inure to the benefit of each Owner thereof.

**FURTHER, Declarant hereby declares the Property is subject to the following:**

1. All residential dwellings must have at least 1,800 square feet of heated and cooled livable space. This requirement applies to a barn if part of the barn's structure is used as a residence. For example, if a barn or barndominium is 3,000 square feet, at least 1,800 square feet of the structure's total square footage must be residential space that is heated and cooled. Storage space does not count towards the minimum 1,800 square foot requirement.
2. Mobile homes are not permitted on any Lot UNLESS said mobile home is (i) de-titled with the appropriate government agency and (ii) placed on a brick or stone veneer foundation prior to occupancy.
3. Lot 1: Residential dwellings, storage buildings, and barns must be at least two hundred (200.0') feet from the centerline of Dunns Creek Road.

4. Lot 2: Residential dwellings, storage buildings, and barns must be at least two hundred seventy-five (275.0') feet from the centerline of Dunns Creek Road.
5. Lot 3: Residential dwellings, storage buildings, and barns must be at least two hundred fifty (250.0') feet from the centerline of Dunns Creek Road.
6. Lot 4: Residential dwellings, storage buildings, and barns must be at least one hundred seventy (170.0') feet from the centerline of Dunns Creek Road.
7. Lot 5: Residential dwellings, storage buildings, and barns must be at least one hundred fifty (150.0') feet from the centerline of Dunns Creek Road.
8. Lot 6: Residential dwellings, storage buildings, and barns must be at least one hundred (100.0') feet from the centerline of Dunns Creek Road.
9. Lot 7: Residential dwellings, storage buildings, and barns must be at least one hundred (100.0') feet from the centerline of Dunns Creek Road.
10. Lot 8: Residential dwellings, storage buildings, and barns must be at least one hundred (100.0') feet from the centerline of Dunns Creek Road.
11. The Owner of each Lot shall be responsible for clearing all debris and trash from their Lot and shall maintain their Lot with proper landscaping, weeding, grass cutting, and other routine upkeep. At no time shall any junk, appliances, lumber, furniture, or equipment be stored or stacked on any Lot in a manner that is visible from Dunns Creek Road.
12. All Lots shall be used for single-family residential purposes only, and no commercial, business or business activity shall be carried on or upon any Lot at any time, provided that, to the extent allowed by applicable zoning laws, "home occupation" (as defined in the zoning ordinances of the governmental authority having jurisdiction over the Lot) may be maintained in a residential dwelling located on any of the Lots as approved in writing by the governmental authority having jurisdiction over the Lot, so long as the "home occupation" complies with any and all conditions of such approvals and so long as no stock in trade is kept or commodities sold, no mechanical equipment is used except such that is normally used for family, domestic, or household purposes, and there is nothing on the exterior of the dwelling indicating that the building is being used for any purpose other than a residence.
13. No commercial dog breeding or boarding shall be permitted on any Lot.
14. Vehicle repairs are not permitted in any area visible outside of the structure in which such repairs are made.

15. **LEASING PROHIBITED:** "Leasing" for purposes of this paragraph is defined as regular, exclusive occupancy of a Lot or residential dwelling by any person, other than the Owner, for which the Owner receives any consideration or benefit, including but not limited to, rent, a fee, service, gratuity, or emolument. No Lot or residential dwelling shall be used for Leasing or otherwise, licensed or offered through Airbnb, VRBO, Homeaway, or other similar hotel-like or transient arrangements.
16. These restrictions may only be amended or waived as follows:
  - a. In writing by Declarant, its authorized agents, successors, or assigns by duly executed instrument to be recorded in the Office of the Register of Deeds for Greenwood County, South Carolina; or
  - b. In writing, by a majority vote of at least five (5) of the eight (8) Lot Owners, with each Lot being entitled to one (1) vote regardless of if jointly titled, by duly executed instrument to be recorded in the Office of the Register of Deeds for Greenwood County, South Carolina.
17. These restrictions shall extend for a period of twenty (20) years from the date hereof and shall be enforceable at law or in equity by Declarant or its successors.

[SIGNATURES ON FOLLOAING PAGE]

