

STATE OF SOUTH CAROLINA )  
 )  
 ) **DECLARATION OF COVENANTS,**  
 ) **RESTRICTIONS AND EASEMENTS**  
 )  
COUNTY OF PICKENS )

THIS Declaration of Covenants, Restrictions and Easements (hereinafter the "Declaration") is made this \_\_\_ day of April, 2024 by Leland B. Nicholson and Breattie K. Nicholson (hereinafter collectively referred to as "Declarant"):

WHEREAS, Declarant owns certain real property, known as Tracts 1, 2, 3 and 4 (hereinafter collectively referred to as the "Tracts") as shown and depicted on a plat recorded in the Office of the Register of Deeds for Pickens County in Plat Book 618 at Page 206 (hereinafter the "Plat"), and more particularly described on the attached Exhibit "A", which is incorporated herein by reference (hereinafter the "Property"); and

WHEREAS, Declarant desires to impose upon the Property these covenants, restrictions and easements to provide for the common development of the Property, to protect the bucolic nature of the Property and to establish mutual easements for the benefit of all current and future owners of portions of the Property;

NOW THEREFORE, Declarant does hereby impose upon and subject the Property to the covenants, restrictions and easements set forth herein, and said Property shall be held, sold, used and conveyed subject to the terms hereof. This Declaration shall be appurtenant to and shall run with the Property, and shall bind all parties having any right, title or interest in and to the Property, or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**Article I**  
**(Permitted uses of the Property)**

1.1 The Property, or any portion thereof, shall only be used for single family, residential dwellings and/or agricultural purposes.

1.2 The Property shall comprise of four (4) tracts, Tract 1, containing 10.00 acres, more or less, Tract 2, containing 34.12 acres, more or less, Tract 3, containing 26.07 acres, more or less, and Tract 4, containing 47.37 acres, more or less, as depicted on the Plat. No more than two (2) single family residential dwellings shall be constructed upon any Tract.

1.3 No portion of the Property shall be used for any commercial or industrial purposes except for agricultural, farming, equine and/or short-term rental purposes.

1.3.1 Any structure used for short-term rental purposes shall be counted as one (1) of the two (2) single family residential dwellings allowed upon any Tract.

**Article II**  
**(Easements and Rights of Way)**

**2.1** A non-exclusive, perpetual easement and right-of-way is hereby granted over, across and under "Table Rock Ranch Road", depicted on the Plat as a "50' R/W Easement" (hereinafter the "Road"), for ingress, egress, regress and utility purposes, said easement shall be appurtenant to and shall run with the Property.

**2.2** One (1) driveway leading from the Road to any permitted dwelling may be constructed upon any Tract, and a maximum of two (2) additional access drives may be placed along the Road on any given Tract for recreation or agricultural access purposes. No driveway or other access to the Road shall be constructed in such a manner as to restrict access and/or render unsafe the use of all others entitled to use of the Road. Nothing in this paragraph shall be construed so as to prevent an owner of any Tract, at his or her own expense, from lawfully constructing and/or otherwise obtaining access from said Tract to any public road, so long as such access does not impair the rights of others as set forth herein.

**2.3** Use of the Road is restricted to vehicles of no more than three (3) axles for owners and their guests, and all shall take measures to ensure their speed does not exceed twenty (20) miles per hour; all other vehicles and/or other modes of travel using the Road, including, but not limited to, walking, horseback riding, all-terrain vehicles (ATVs and/or UTVs), golf carts, go carts and/or any other mode of transportation, shall not exceed ten (10) miles per hour while using the Road. All users shall operate their vehicles and/or other modes of transportation in a reasonable and safe manner so as not to create any safety hazards and/or unnecessary wear and tear on the Road.

**2.4** No owner shall erect a fence, gate or other edifice or structure that impedes the free flow of traffic along the Road. No vehicle, trailer, motor home or any other personal property shall be parked or left within twenty (20') feet of any edge of the Road for a period greater than twenty-four (24) hours, except in emergency situations. No owner shall take any action that interferes with or materially impedes any other person's lawful use of the Road.

**2.5** Owners may install underground utilities within ten (10') feet from the downhill edge of the Road including, but not limited to water lines, electric lines, cable lines, telephone lines, fiber optic lines, and/or any other commercially reasonable mode of transmission of data, electricity or any other utility service to the Tracts.

**2.6** Each Owner is responsible for repairing any damage to the Road caused by such Owner and/or his or her guests, invitees and/or licensees. In the event an Owner shall become responsible for damages pursuant to this paragraph, such Owner shall repair such damage within thirty (30) days of the date it was discovered. In the event an Owner shall fail to meet his or her obligations pursuant to this Paragraph, the owners of other Tracts subject to this Declaration shall have the right, but not the obligation, to perform such repairs as may be necessary to repair the damage, and such owners who have paid the cost of said repairs shall have a claim for damages against the Owner who failed to meet his or her obligation.

**2.7** Under no circumstances shall any Owner become liable for any damages, claims, costs, expenses, causes of action, suits and/or any other liability arising from the use of others in and to the Road solely by virtue of such Owner's interest in the Road. All owners, their successors, heirs and assigns hereby release the owner of Tract 4 (upon which the Road lies) and his or her successors, heirs and assigns, of and from any and all damages, claims, costs, expenses, causes of action, suits and/or any other liability arising from the use of others in and to the Road.

**2.8** The Owner of Tract 4 shall be responsible for the planning and execution of all maintenance and necessary improvements to the Road. Where possible and economical, owners shall contribute their labor, the use of their equipment and/or any extra materials and supplies toward the maintenance and improvement of the Road. Except as set forth in Paragraph 2.6 above, no owner shall perform any maintenance, repair or improvement to the Road without the prior consent of the owner of Tract 4.

**2.8.1** The owner of Tract 4 shall, on or before the thirty-first (31<sup>st</sup>) day of March each year, present to the other owners a budget and plan for the coming year's maintenance, repairs and improvements to the Road. The owner of Tract 4 shall solicit the advice and counsel of the other owners prior to compiling the annual budget and plan and shall take reasonable measures to ensure that all owners' valid concerns are addressed.

**2.8.2** The owner of Tract 4 shall contribute the following amounts toward the maintenance and repair of the Road and in order to provide working capital necessary to ensure the prompt maintenance and repair of the Road, as needed (hereinafter the "Baseline Maintenance Funds"):

2024:	\$4,000.00
2025:	\$3,500.00
2026:	\$3,000.00
2027-forward:	\$2,500.00

**2.8.3** The owner of Tract 4 shall use the Baseline Maintenance Funds only for maintenance, repairs and improvements to the Road. Such expenditures shall include, but are not limited to direct purchase of materials, supplies and/or labor (including design) and/or payments toward a loan in the event it may become necessary to obtain financing for larger capital improvements.

**2.8.4** The owner of Tract 4 shall take reasonable measures to ensure the Baseline Maintenance Funds are expended efficiently and in no event shall the owner of Tract 4 derive any direct or indirect financial benefit from the performance of work and/or the awarding of a contract to a third party. The owner of Tract 4 shall provide all other owners with an itemized statement of all expenditures from the Baseline Maintenance Funds on or before January 31 of each year.

**2.8.5** In the event the Road shall become damaged due to circumstances beyond the control of the owners and requires immediate repair to ensure its passability and/or safety for those portions affecting at least seventy-five (75%) percent of the owners, or in the

event the owner of Tract 4 shall expend the Baseline Maintenance Funds and repairs and/or maintenance remains necessary, such repairs shall be paid for in the following proportions:

Tract 1:	10%
Tract 2:	30%
Tract 3:	30%
Tract 4:	30%

In the event repairs are made pursuant to this Paragraph, any expenditure costing less than five thousand and 00/100ths (\$5,000.00) Dollars shall first be approved by at least seventy-five (75%) percent of the owners of the Tracts and any repairs greater than five thousand and 00/100ths (\$5,000.00) Dollars shall be first approved by one hundred (100%) percent of the owners of the Tracts.

### **Article III (Setbacks and Visual Impacts)**

**3.1** No residence, nor any part thereof, shall be constructed within one hundred (100') feet of any boundary line depicted on the Plat.

**3.2** No outbuildings, sheds, barns and/or animal pens or other animal housing facilities shall be constructed within one hundred fifty (150') feet of any boundary line depicted on the Plat.

**3.3** No fuel tanks, water tanks, target ranges, trash or trash receptacles, junk, garbage, above-ground pools, heavy equipment, inoperable machines and/or equipment, recreational vehicles, campers, motor homes, boats or other watercraft and/or any inoperable vehicle shall be located within one hundred (100') feet of any boundary line depicted on the Plat.

**3.3.1** Any item subject to the provisions of Paragraph 3.3 shall be stored in such a manner such that it is not visible from Ambler School Road and/or the Road.

**3.4** Nothing in this Article shall be construed to prohibit the construction of driveways, farm roads, trails, fences, gates, signs, ponds and/or bridges within any distance of the boundary lines depicted on the Plat.

### **Article IV (Building and Structure Requirements)**

**4.1** No mobile home, trailer, double-wide, single-wide or other similar structure shall be allowed to remain on any portion of the Property. This Paragraph shall not be construed to prohibit the storage of recreational vehicles, campers and motor homes, not used as a residence, in accordance with the provisions of Paragraph 3.3 above.

**4.2** No residence may have a Footprint larger than ten thousand (10,000 sq.ft.) square feet, nor smaller than two thousand, four hundred (2,400 sq.ft.) square feet. All residences must contain a minimum of one thousand, two hundred (1,200 sq.ft.) of heated living area. No other structure

shall be erected on any portion of the Property with a Footprint greater than ten thousand (10,000 sq.ft.) square feet.

**4.2.1** The term "Footprint" as used herein shall mean the total square footage of all attached living areas, garages, porches, patios, decks or any other part of a structure attached to the whole.

**4.3** In addition to any residence(s) located on a Tract, there shall be a limit of one (1) structure per five (5) acres of any given tract.

**4.4** No residence, building, structure, flagpole, antenna, light pole, tower, deer stand and/or any other structure of any kind greater than forty (40') feet in height shall be constructed or allowed to remain on any portion of the Property.

**4.5** No motor home, camper, recreational vehicle and/or any similar structure or vehicle shall be used as a residence and/or otherwise occupied for a period greater than four (4) cumulative months in any given twelve (12) month period.

**4.6** All fences, gates and entryways shall be of like quality and similar appearance as all existing structures on a Tract.

**4.7** No flags shall be displayed except for the United States Flag and/or a flag representing a branch of the United State Military or college or university.

**4.8** Any signage shall be of like quality and similar appearance to the existing structures on a Tract. No signage shall be placed in such a manner as to impede visibility along the Road.

**4.9** All residential structures constructed upon a Tract shall be completed within twenty-four (24) months from the date of commencement.

#### **Article V (Use Restrictions)**

**5.1** There shall be no greater than one (1) resident per acre living on any given Tract at any time.

**5.2** No owner shall keep more than ten (10) animals per acre of the Tract such animals are kept upon. All animals shall be confined to the Tract upon which they are kept and all owners shall take all necessary measures to secure their animals upon their own Tract. No owner shall keep wild, predatory animals, nor shall any owner keep poisonous snakes and/or pit bull dogs upon any portion of any Tract.

**5.3** All Tracts shall be kept clean and free of garbage, trash and debris. Owners shall promptly dispose of any such items in accordance with local laws and ordinances.

**5.4** No Tract shall be cleared such that less than twenty (20%) percent of such Tract is covered with trees and/or large bushes.

**5.5** Any and all utilities, to the greatest extent possible, shall be installed underground.

**5.6** Owners shall take proper precautions when burning any yard waste or other material lawfully allowed to be burned on a Tract to ensure that the fire does not spread or damage any portion of any other Tract.

**5.7** No Owner shall store any substance, nor engage in any activity on any Tract that would cause harm to the water supply, aquifer, air quality or render any portion of any Tract unsuitable for future residential and/or agricultural use.

**5.8** Owners shall take reasonable measures to ensure that no noises generated on any given Tract shall be heard from other Tracts.

**5.8.1** Owners shall be allowed to discharge firearms on a Tract, provided such use is conducted safely and in accordance with all applicable laws and regulations, and subject to the limitations contained herein.

**5.8.2** Gun use for recreational and/or target practice purposes shall only occur during daylight hours.

**5.8.3** No Owner shall discharge greater than thirty (30) unsuppressed rounds, nor more than one thousand (1,000) suppressed rounds in any given seven (7) day period.

**5.8.4** Fireworks shall only be discharged on federal and state holidays and/or cultural holidays of the Owner and two (2) days prior to such holidays. No fireworks shall be discharged between the hours of 12:30 a.m. and sunrise.

**5.8.5** Owners shall ensure that no animal noises emanating from their Tract shall last for a period of greater than thirty (30) minutes at a time.

**5.9** All outdoor lighting shall be directed thirty (30) degrees or more below horizontal and directed in such a manner so that at least eighty (80%) percent of the light therefrom is directed onto the Tract on which it is installed.

**5.10** Any security systems, motion detection devices and/or motion lights shall be installed such that only activity on the Tract upon which it is installed shall activate such device.

## **Article VI (Subdivision)**

**6.1** No Tract shall be subdivided into more than three (3) separate Tracts, none of which shall be less than ten (10) acres in area, except that an owner may subdivide a portion of a Tract upon which a residence lies into a tract less than ten (10) acres in area so long as the same owner owns

contiguous property the sum of which, when added to the subdivided parcel upon which the residence lies, is equal to or greater than ten (10) acres.

6.2 Any new Tract created by subdivision must be and remain in compliance with the terms hereof.

**Article VII  
(Miscellaneous)**

7.1 The covenants and restrictions herein shall be appurtenant to and shall run with the land described in Exhibit "A" for a period of twenty-five (25) years from the date hereof. At the end of said period, these restrictions shall automatically renew for successive ten (10) year periods unless amended or terminated pursuant to the terms hereof.

7.2 The covenants and restrictions herein may only be amended or terminated by signature of at least seventy-five (75%) percent of the Owners of the Tracts described on Exhibit "A"; or, in the event any Tract is subdivided, the Owners of such subdivided Tracts as well.


7.3 This document shall be interpreted and construed in accordance with the laws of the State of South Carolina.

7.4 If any portion of this document is found to be void, unenforceable, or otherwise altered by a court or other agency of competent jurisdiction, any portion not voided or otherwise rendered unenforceable or altered shall remain in full force and effect.


WITNESS OUR HANDS AND SEALS this \_\_\_ day of April, 2024.

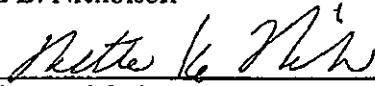
Witnesses:

  
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Leland B. Nicholson

  
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Breattie K. Nicholson

STATE OF SOUTH CAROLINA

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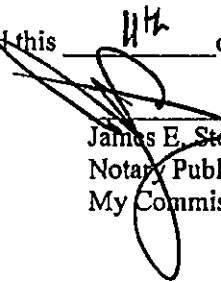
ACKNOWLEDGMENT

COUNTY OF PICKENS

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I, the undersigned Notary Public, do hereby certify that Leland B. Nicholson and Breattie K. Nicholson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 11th day of April, 2024.

  
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James E. Sterling  
Notary Public for South Carolina  
My Commission Expires: 6/4/2030

