

Prepared by and after recording return to:  
 Culbertson Andrighetti, LLC  
 10 Williams St.  
 Greenville, SC 29601  
 File # R2r-02018

LAURENS COUNTY, SC	
2024000978RESTRICTIVE COVENANT	
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
02-09-2024	12:54 PM
BK:D 1793	PG:191-195

**DECLARATION OF COVENANTS & RESTRICTIONS**  
**FOR GHOST CREEK PINES**

This Declaration of Covenants and Restrictions (this "Declaration") is made this 9<sup>th</sup> day of February, 2024, by **Sirrine St, LLC** (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of those certain pieces, parcels, or lots of real property located on Ghost Creek Road, County of Laurens, State of South Carolina, and identified further as Tracts 1 through 12 (each, a "Tract," and collectively, the "Property"), as shown on that certain survey prepared by Glenn Associates Surveying, Inc., entitled "Property Survey of Ghost Creek Mini Farms," dated December 20, 2023, and recorded in the Laurens County Clerk of Court on January 1, 2024, in Book PC B7, at Page 7 (the "Survey"), which Survey is made a part hereof by reference; and

WHEREAS, Declarant wishes to subject the Property to certain covenants and restrictions as set forth herein.

NOW, THEREFORE, Declarant hereby declares and agrees that the Property shall be held, sold, used, and conveyed, subject to the following covenants, conditions, and restrictions, which are for the purpose of protecting the value and desirability of the Property. This Declaration shall be binding upon all parties having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Property (hereinafter a "Property Owner").

1. Restrictions. For the term described herein, the following restrictions shall apply to the Property:

(a) Subdivision. Each Tract may be subdivided but the minimum lot size for any new tract so created is five (5) acres.

(b) Residential Use. The Property shall be restricted exclusively to single-family residential use or for homestead-style recreational, non-commercial farms or ranches. Mobile or modular homes are not permitted on the Property.

(c) Setbacks. Each Tract shall have the following minimum building setback lines:

Front: 70'  
 Side: 30'

Rear: 30'

(d) Minimum Heated Square Footage. Any dwelling constructed on the Property shall have a minimum heated square footage of 1,250 on the ground floor.

(e) Building Materials and Orientation of Garages. Only the following exterior cladding or building materials shall be allowed: brick, rock, stucco, wood, hardie plank, or any combination thereof. No vinyl siding shall be permitted as a primary façade material or exterior cladding. Any building materials not listed above may be approved by special exception of the Declarant. Garages shall be constructed on the side or at the rear of the dwelling on any Tract, unless otherwise specifically permitted by Declarant.

(f) Fencing. Fencing shall be limited to vinyl, wood, wrought iron, or metal. Chain link, barbed wire, and chicken wire are allowed only for limited and specific uses (dog runs, chicken pens, livestock enclosures, pool areas, and the like), and only as specifically permitted by Declarant. Fences located in the front of any dwelling must be specifically approved by Declarant, as to both location and materials used.

(g) No Commercial Use. No business or commercial enterprise shall be permitted, maintained, operated, or conducted on the Property, except any home office that does not involve a high volume of deliveries (defined as more than one tractor-trailer delivery to or pickup from the Property per week) or invitee traffic onto the Property. Tractor-trailer delivery and pickups are limited to 8:30 a.m. to 5:30 p.m. Monday through Saturday. No truck delivery or pickup of any kind is permitted on Sundays.

(h) Prohibited Activities. No noxious, offensive, unsightly, or unkempt activity shall be conducted on the Property. All Property Owners, their families, tenants, guests, and invitees shall refrain from any act or use of the Property which could reasonably affect neighboring Property Owners. Specifically, no portion of the Property shall be used for sheet metal fabricating or metal-workshop-type work, or any similar manufacturing or assembly process that creates loud noises or noxious odors. No portion of the Property shall be used for the repairing of vehicles, trucks, trailers, farm equipment, heavy equipment, or tractors, other than any such vehicles owned by the Property owner. Any such repairs shall be made only within an enclosed structure, such as a garage, shed, or barn.

(i) Vehicles. All vehicles located on the Property shall have current licenses and tags. Any inoperative or unlicensed vehicles shall be stored within an enclosed structure, such as a garage, shed, or barn. All campers, recreational vehicles, buses, vans, heavy trucks, heavy equipment, and the like shall be stored within an enclosed structure and not visible to neighboring Property owners. All motorcycles, 3-wheelers, 4-wheelers, all-terrain vehicles, utility vehicles, golf carts, go-karts, minibikes, or similar vehicles, including all small-engine equipment and tools shall be stored within an enclosed structure.

(j) Animals. Pigs, hogs, or swine are not permitted on the Property. Cattle, horses, donkeys, and mules are allowed but limited to one (1) head per two (2) acres. Sheep and goats are allowed but limited to two (2) head per acre. Chickens, rabbits, turkeys, guinea fowl, geese, and

ducks are allowed for each Tract owner's personal use/consumption and may not be commercially raised. Roosters are not permitted to be raised, bred, or kept on the Property. Any other animal not specifically listed in this Declaration is not permitted on the Property.

(k) Household Pets. Household pets are permitted but

(l) Maintenance. Each Property Owner shall maintain their Tract by periodically mowing grass, cleaning and clearing undergrowth, and otherwise undertaking to maintain an appealing appearance of the Property.

(m) Rubbish and Waste. All waste materials, trash, refuse, building debris, and the like shall be promptly disposed of in accordance with all Laurens County regulations or any municipality or local ordinance. No portion of the Property shall be used or maintained as a dumping ground for debris, litter, garbage, trash, junk, non-operational equipment or vehicles, or auto parts. All waste items shall be kept in a sanitary container and stored in a way that is not visible from any road or neighboring Tract. No burning of any trash is permitted on the Property.

(n) Leasing. Nothing contained in this Declaration shall be construed to prevent the leasing of any Tract or portion of the Property, provided that all tenants shall be provided a copy of this Declaration and agree to be bound by the terms and conditions hereof.

2. Applicability and Term. The covenants, conditions, restrictions, and obligations created and imposed herein shall be effective upon the date hereof, shall run with the land, and shall inure to the benefit of and be binding upon the Declarant and Declarant's heirs, executors, administrators, successors, successors-in-title, assigns, tenants, customers, employees, and invitees, for a period of twenty-five (25) years, after which time this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration and the obligations created hereunder shall be unaffected by any change in the ownership of all or any portion of the Property or by any change of use, demolition, reconstruction, expansion, or other circumstances, except as specified herein.

3. Severability. In the event that any provision or portion of this Declaration is held by a court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

4. Breach. In the event of breach or threatened breach of this Declaration, any Property Owner shall have a right of enforcement and shall be entitled to institute proceedings for full and adequate relief from the consequences of such breach or threatened breach. Additionally, any governmental agency authorized to enforce restrictive covenants shall have a right of enforcement hereunder. In the event that a party shall institute any action or proceeding against another party relating to the provisions hereof, or any default hereunder, then, and in that event, to the extent permitted by applicable law, the unsuccessful party in such action or proceeding shall reimburse the successful party therein the reasonable expenses of attorneys' fees, court costs, and other costs incurred therein by the successful party through all levels of proceedings.

5. Amendment to Declaration. So long as Declarant owns any portion of the Property (the "Declarant Control Period"), this Declaration may only be amended in writing by Declarant, and may be done without the consent or approval of any other owner of any portion of the Property. After the Declarant Control Period, the Declaration may be amended by recording a written amendment signed by eighty percent (80%) of the Tract owners.

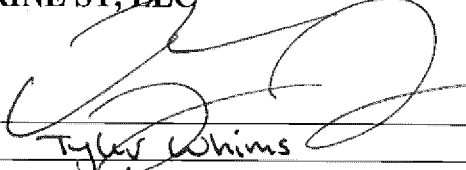
6. Waiver and Variance. During the Declarant Control Period, Declarant may waive or issue a variance as to any restriction contained herein upon written request from any Property Owner, in Declarant's sole discretion. Such waiver or variance shall be documented by a recorded instrument signed by Declarant. Granting any such waiver or variance shall in no way bind Declarant to grant any additional waivers or variances, even in similar or identical circumstances.

**SIGNATURE ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Declarant hereby sets its hand and seal upon this Declaration as of the day and year last below written.

DECLARANT:

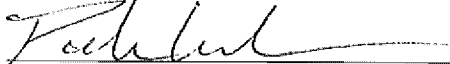
SIRRINE ST, LLC

By:   
 Print: Tyler Whims  
 Its: member-manager

In the presence of:

Date: 2/9/24

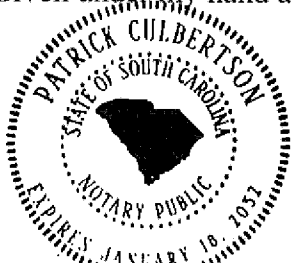
  
 Witness # 1

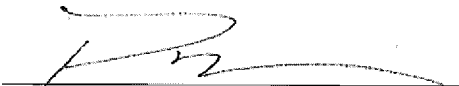
  
 Witness # 2 or Notary Public

STATE OF SOUTH CAROLINA )  
 ) Acknowledgement  
 COUNTY OF GREENVILLE )

I, Patrick Culbertson, a Notary Public in and for the County and State aforesaid, do hereby certify that Sitrine St, LLC, by and through its duly-authorized signatory appeared before me this day in person and acknowledged under oath that they signed and delivered the said instrument.

Given under my hand and seal this 9<sup>th</sup> day of February, 2024.



  
 Notary Public

My commission expires: 1/18/27