STATE OF SOUTH CAROLINA)	Declaration of Covenants
)	
COUNTY OF SPARTANBURG)	Conditions and Restrictions

THIS DECLARATION is made this the day of August 2024 by the Hines Family Farm, LLC., hereinafter referred to as "Developer".

RECITALS

WHEREAS, Developer is the owner of a certain tract of land in Spartanburg County, South Carolina, located near Inman and described in its entirety on a SURVEY for Hines Family Farm, LLC.,,, by Huskey & Huskey, PLS. dated and recorded in *Plat Book page* in the Register of Deeds Office for Spartanburg County; hereinafter referred to as "Property". Said survey indicated a total of 22.64 acres.

WHEREAS, the SURVEY for Hines Family Farm, LLC. describes the Property that the Developer is desirous of protecting as a planned residential community designed to provide for the preservation of values and amenities of said community and, to these ends, agree to subject all lands lying and being within the bounds of said SURVEY for Hines Family Farm, LLC.to the within Protective Covenants, Conditions, Land Use Regulations, Restrictions, Charges and Liens. The mandates of this document in its entirety (hereinafter referred to as "Covenants" shall survive all future conveyances and prevail for the benefit of subsequent grantees.

NOW THEREFORE, the Developer hereby reserves to itself and its assigns the following Covenants that are hereby adopted, established and created to run in perpetuity, unless revocation in whole or in part is agreed to by 100% of the property owners. Any such revocation, variance or modification shall be done by a duly executed document, to be recorded in the ROD Office for Spartanburg County, setting forth the conditions of revocation, variance or modification and signed by each owner currently holding title to properties derived from the original 22.64 acres.

- Residential use. All lots shall be used only for residential and/or agricultural purposes including boarding, training, riding, and instruction in riding of horses. Only detached single family residences and garages, guest house, stable, storage sheds and barn will be permitted. All residences must be completed within two years after commencement of construction
- Apartment (Guest House). Such accessory dwellings shall be constructed along the same lines to conform in appearance to the main dwelling (i) above and shall comply with the Spartanburg County Ordinance for accessory apartments and maximum allowable square footage.

- 3. Approved Construction Primary Dwellings: All construction and improvements must meet or exceed Spartanburg County minimum residential building standards, including all those applicable to buildings, plumbing, and electricity. Primary and secondary dwellings (guest houses) shall be constructed of either wood, brick, Hardi-Plank, stucco, rock or finished masonry. No concrete blocks are to be exposed.
- 4. Approved Construction Barns & Outbuildings: Due to the nature of the Property, it is necessary that barns and outbuildings be constructed in a workmanlike manner and shall be completely finished and enclosed on the exterior with quality construction grade materials. Barns must be essentially enclosed. Run-in type barn construction is not acceptable. Aluminum siding is not allowable. In no case shall concrete block be exposed and if used for foundation or any wall, it shall be stuccoed or veneered.
- 5. **Trailers and Mobile Homes.** Trailers, mobile homes, (including, but not limited to double wide mobile homes), or manufactured structures transportable in one or more sections and built on a permanent chassis designed for towing, (irrespective of whether such may be permanently affixed to the site) are strictly prohibited. A HUD code "manufactured home" is also strictly prohibited
- 6. Modular Residential Structure. Class A "modular" residential structures which includes the necessary electrical, plumbing, heating, ventilating, and other service systems, manufactured off-site and transported to the point of use for installation or erection, with or without other specified components, as a finished building, and not built on a permanent chassis designed for towing are permitted. No pre-existing residence or building may be moved from another lot location and placed on the Property.
- 7. **Sewage Disposal**: Sewage must be disposed of in a septic tank meeting the approval of the SC Department of Health & Environmental Control.
- 8. **Setback Lines.** No structure shall be constructed nearer the street on which the lot fronts than fifty (50 feet or nearer than twenty (20) feet to any side lot line.
- 9. **Maintenance of Lot.** All lots must be properly maintained and kept in a neat and orderly manner, free of trash and debris including underbrush, weeds or other unsightly vegetation.
- 10. Vehicle Parking: No automobiles may be kept on any lot that do not have a current license plate unless garaged. Wrecked or unsightly vehicles or vehicles with outdated or no license plates shall be garaged. No stripped down, partially wrecked or junked motor vehicle, or sizeable part thereof, shall be permitted to be parked on any lot or street. No commercial trucks, or heavy equipment shall be visible from the street.
- 11. **Noxious and Offensive Activities**: No noxious, offensive or illegal activities shall be carried on upon any lot nor shall anything be done on any lot that shall be or become

- an unreasonable annoyance or nuisance to the neighborhood. This includes any business usage that increases traffic or noise more than incrementally.
- 12. Pets. All pets shall be kept in fenced areas on the owner's property or on leashes. No pet shall be allowed whose normal behaviors become a nuisance to any other owner. Dogs, cats, and usual household pets may be kept on any lot provided that such animals shall not be kept in such numbers or under conditions as to be objectionable to the other residents.
- 14. **Farm Animals**: A minimum of 1 acre of mature, maintained pasture per large grazing animal is required. Any "dry lots" shall be a minimum of 100 ft. from the adjoining property line and maintained on a weekly basis. Farm animals such as cows, sheep, goats, donkeys, chickens, while allowed, shall not be kept in such numbers or under conditions as to be objectionable to other residents. No farm animals shall be allowed whose normal behaviors become a nuisance to any other owner
- 15. **Non-Conforming Structures**: No building or structure intended for or adapted for business, manufacturing purposes, or apartment building shall be erected, placed, or maintained on any tract.
- 16. **Destruction of Buildings**: Any dwelling or outbuilding which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed, and the lot restored to a natural condition with reasonable promptness, provided, however, that in no event shall such debris remain on property longer than one year.
- 17. **ENFORCEABILITY:** For violation of or a breach of any of the Covenants by any person claiming by or through or under the Developers and/or Owners, or by virtue of any judicial proceeding, the Developers, and any other Property Owner(s) whose land lies within the boundaries of the original SURVEY for Hines Family Farm, LLC., or any of them jointly or severally, shall have the right to proceed at law or equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them, or to seek to recover damages so caused by such breach, or all of the above. The failure to promptly enforce any of these Covenants shall not bar the enforcement at a later date.

Witness				
Witness		_		
		_	Hines Family Farm, LLC b	у
COUNTY OF SPARTANBURG)	PROBA ⁻	TF	
STATE of SOUTH CAROLINA)		-	
• •	nd as their a nd Building cution there	ct and deed Standards a		SS
	,			
		WITNES	SS	
NOTARY PUBLIC FOR SOUTH CAR	POLINA			