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E-FILED IN GREENVILLE COUNTY, SC

Timothy J. Conway

Prepared by: Edwards Law, LLC, 667 N. Academy Street, Greenville, SC 29601

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

DECLARATION OF COVENANTS,
 CONDITIONS, & RESTRICTIONS

THIS Declaration of Covenants, Conditions, and Restrictions is entered into effective this 27th day of July, 2021 by Charlie B. Bridwell, John Dale Forrester, Waylon Scott Culberson, and Anne Scavillo Culberson (the "Declarants").

WITNESSETH:

WHEREAS, Charlie B. Bridwell and John Dale Forrester own property located at 45 Pittman Creek Court, Taylors, South Carolina 29687 (the "Property"). The Property is shown and designated upon a plat for Charlie B. Bridwell and John Dale Forrester by Lindsey & Associates, Inc., dated December 20, 2006, and recorded on March 5, 2021 in Plat Book 1391 at Page 0074 in the Office of the Register of Deeds for Greenville County. The Property is a portion of the property conveyed to Charlie B. Bridwell and John Dale Forrester by deed of Mildred Pittman dated August 18, 2006, and recorded on August 22, 2006 in Deed Book 2223 at Page 381 in the Office of the Register of Deeds for Greenville County;

WHEREAS, the Property has been divided into four (4) tracts, as reflected upon the aforementioned plat as Tract 1, Tract 2, Tract 3, and Tract 4;

WHEREAS, Charlie B. Bridwell and John Dale Forrester are transferring Tract 2, consisting of 10.25 acres (TMS No. 644.1-1-14) to Scott Culberson and Anne Scavillo Culberson on the 27th day of July, 2021;

WHEREAS, Charlie B. Bridwell and John Dale Forrester plan to sell the remaining three tracts of land in the future;

WHEREAS, it is the intention of the Declarants that the provisions within apply to all four tracts of land upon the Property;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT the Declarants hereby declare as follows:

- I. **Submission of Property to Declaration.** The Property is and shall be held, transferred, sold, conveyed, donated, leased, and occupied subject to the Declaration, and to the covenants, restrictions, conditions, and easements, all of which are for the purpose of enhancing and protecting the value and desirability of the real property. All provisions herein shall run with the real property and shall be binding on all parties having or

acquiring any right, title, or interest in the described property or any part thereof and shall inure to the benefit of each owner thereof.

- II. **Partial Invalidation.** Invalidation of any one of these covenants by judgment or Court Order shall in no way effect any of the provisions which shall remain in full force and effect.
- III. **Enforcement.** These covenants may be enforced by a proceeding in law or in equity, initiated by the Declarants, or by any subsequent owner of a lot or tract of land on the Property. Such action may be to restrain a violation, remove a violation, or to recover damages resulting from such violation.
- IV. **Residential Use Only.** All tracts affected by these provisions shall be known and described as residential lots.
- V. **Dwelling Requirements.** Each dwelling shall be a minimum of 1500 square feet. Dwellings shall be attached to the property. Manufactured homes, mobile homes, double wides, campers, recreational vehicles, or any container with a vehicular frame, shall not be utilized as a dwelling on the property.
- VI. **Division of Tracts.** Each tract of land shall consist of approximately 10-14 acres. Each tract may be divided in the future by their rightful owners, in sections no less than five (5) acres each. If tracts are subdivided, no more than two (2) houses per original tract are permitted. There should only be one dwelling per five (5) acre section of each tract.
- VII. **Fencing.** No chain link fencing is permitted on the Property. Pasture fencing is permissible. Dog enclosures are permitted so long as such structures do not exceed 20 ft by 30 feet in size.
- VIII. **Pets and Livestock.** Livestock is permitted on the property, with the exception of pigs, which are prohibited. If chickens are kept on the property, there may be no more than 20 chickens present at each lot. Dogs are permitted although they are not to wander on the property. Dogs should be on a leash in accordance with South Carolina's leash laws.
- IX. **Sound.** Property owners agree to keep their sound, including vehicular sound, to a reasonable level so as not to interfere with their neighbor's enjoyment of their property. Use of recreational vehicles, ATVs, motorcycles, etc. is permitted, however operators should exercise caution so as to keep noise levels to a minimum.
- X. **Roads and Driveways.** Any and all roads and driveways shall consist of gravel, concrete or asphalt. Any other materials will be strictly prohibited, including roads consisting of ground of tires.

XI. OWNERSHIP, MAINTENANCE, AND FINANCIAL RESPONSIBILITY FOR RESOURCES CONCERNING ALL TRACTS UPON THE PROPERTY

Electricity Cables. Scott and Anne Culberson agree to bring electricity cables to the end of Pittman Creek Court Road. Future owners of Tract 1, Tract 3, and Tract 4 are to reimburse the Culbersons for one-fourth (25%) of this expense. Each Tract is responsible for the cost of connecting that individual tract to electricity.

Road Ownership and Maintenance. Each lot owner shall be equally responsible for the maintenance, upkeep, and resulting expenses from such maintenance and upkeep of Pittman Creek Court Road. Pittman Creek Court Road is a gravel road running perpendicular to S.C. HWY 414 and extends throughout the Property, running adjacent to Tract 1 through Tract 4.

- a. NECESSARY MAINTENANCE: Maintenance and repairs requiring financial expense shall not be conducted until all tract owners (and lot owners, if applicable) have received notice of proposed repairs and consent to said repairs. If tract owners are unable to reach an agreement concerning a particular repair or improvement of Pittman Creek Court Road, then Scott and Anne Culberson shall make a binding decision upon all tract owners.
- b. BEAUTIFICATION PROJECTS AND NON-ESSENTIAL IMPROVEMENTS: All tract owners must provide consent for all work intended to improve the aesthetics of Pittman Creek Court Road, rather than work performed for the road to function as intended.

Shared Expenses. All tract owners are to equally share in expenses for the upkeep of the property, power lines, and Pittman Creek Court Road. Failure of an owner to pay for their expenses may result in legal action to enforce the terms of these covenants, conditions, and restrictions. Expenses are to be proportioned among tracts, with each tract responsible for one-fourth (25%) of the total expenses for the repairs. If tracts are subdivided in the future, per the provisions herein, shared expenses for each subdivided tract are to be apportioned according to the number of lots per tract. Tract 1, Tract 2, Tract 3, and Tract 4 shall continue to account for one fourth (25%) of the obligation to cover expenses for the whole property.

XII. MISCELLANEOUS

The covenants herein contained are to run with the land and shall be binding on all persons claims under them for a period of 25 years from the date these presents are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and restrictions in whole or in part.

XIII. PROPERTY OWNERS' ASSOCIATION

The property owners shall cause a Homeowners Association to be organized consisting of all individuals owning lots with the original property. There shall be one (1) vote for each lot whether owned by one or ore persons or entities; individually, jointly or as tenants in common. The Association shall be responsible for all common lighting, maintenance of the entrance, common area, private roads, and road frontage areas ands such other shared items that may be present.

[SIGNATURE PAGE TO FOLLOW]

WITNESS my Hand and Seal this 27 day of July 2021.

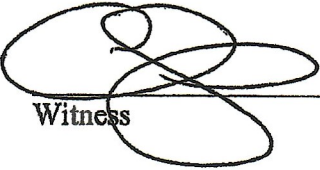
Signed, Sealed and Delivered
In the Presence of:



Witness

Charlie B. Bridwell

Charlie B. Bridwell



Witness

John Dale Forrester

John Dale Forrester

Waylon Scott Culberson by Anne Scavillo
Culberson his Attorney-in-Fact

Waylon Scott Culberson by Anne
Scavillo Culberson his attorney in fact

Anne Scavillo


Anne Scavillo Culberson

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

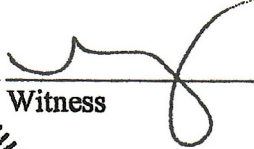
PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Parties sign, seal and as her act and deed, deliver the within written Declaration of Covenants, Conditions, and Restrictions for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 27 day
of July 2021.



Notary Public for South Carolina
My Commission Expires: 2/12/23



Witness

