

**\*\*NO TITLE EXAMINATION OR OPINION REQUESTED OR GIVEN BY THE PREPARER OF THIS INSTRUMENT\*\***

STATE OF SOUTH CAROLINA )  
 )  
 ) LAND USE RESTRICTIONS  
 )  
COUNTY OF ANDERSON )

These General Land Use Restrictions are made this 29 day of July 2022, by Patricia T. Merck and Gary Charles Merck (Hereinafter the "Declarant").

**WITNESSETH**

**WHEREAS**, Declarant is the owner of certain real property located in Anderson County, South Carolina; and

**WHEREAS**, Declarant intends to restrict specific use and building and improvements upon the real property herein described on EXHIBIT "A" attached (Hereinafter the "Property"); and

**NOW, THEREFORE**, Declarant hereby declare that the Property which is described on EXHIBIT "A" shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following restrictions, covenants, charges, and conditions which are for the purpose of protecting the value and desirability of the Property and surrounding properties, and which shall touch and concern and run appurtenant with the Property. This Declaration and all provisions hereof shall be binding on all parties having any right, title or interest in the Property or any portion thereof, and their respective heirs, successors, successors in title and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**  
**IMPOSITION OF COVENANTS AND STATEMENTS OF PURPOSE**

Section 1.1 Imposition of Covenants. Declarant hereby make, declare and establish the following covenants, condition and restrictions (collectively hereinafter the "Covenants") which shall affect the Property. From this day forward, the Property shall be held, sold, conveyed and devised subject to the Covenants. The Covenants shall run appurtenant with the land and shall be binding upon all persons or entities having any right, title or interest in all or any part of the Property, including Declarants, and their heirs, successors and assigns, employees, guests and invitees, and the Covenants shall inure to the benefit of each Owner of the Property.

Section 1.2 Statement of Purposes. These Covenants are imposed for the benefit of all surrounding owners of the Property as well as for the benefit of owners of the Property.

Section 1.3 Declarant's Intent. Declarant desires to limit certain use, building and improvements upon the subject parcel.

**ARTICLE II**  
**COVENANTS AND RESTRICTIONS**

**SECTION 2 Restrictions**

1. Lot shall be used only for residential purposes, and no building located thereon shall be used for any other purpose.
2. No garage or outbuildings on said property shall be used for commercial purposes.
3. No mobile or modular homes shall be built or allowed on the property. Only stick built homes allowed on the property.
4. Homes must contain a minimum of 1800 square feet, not including any basement square footage or garages.
5. Other than the Declarant, lots cannot be subdivided to contain less than four (4) acres. Declarant is excluded from this restriction.
6. No trailer, mobile home, tiny homes, barndominiums, or any similar dwelling shall be erected on said property.

**ARTICLE III**  
**DURATION OF THE COVENANTS AND AMENDMENTS**

SECTION 3.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Declarants or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginnings of each successive period of (10) years, agreeing to change the covenants and restrictions in whole or in part, or to terminate the same.

SECTION 3.2 Effect on Recording. Any modification or amendment shall be immediately effective upon recording in the Office of the Register of Deeds for Anderson County, South Carolina, a copy of such amendment or modification, executed and acknowledged by the necessary number of Owners and by Declarant, as required.

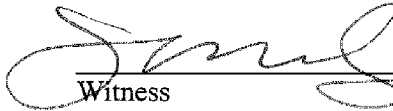
**ARTICLE IV**  
**ENFORCEMENT OF COVENANTS**

**SECTION 4.1 Violations Deemed a Nuisance** Every violation of this Declaration is deemed to be a nuisance and is subject to all the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law and in equity against anyone in violation of these Covenants shall be available.

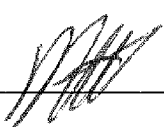
**SECTION 4.2 Severability.** Invalidation of any one of these covenants by judgment or Court Order shall not affect any of the other provisions which shall remain in full force and effect.

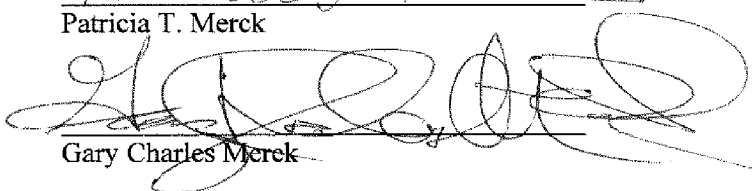
IN WITNESS WHEREOF, Declarant has caused this General Declaration of Covenants, Conditions and Restrictions to be executed this 29<sup>th</sup> day of July 2022.

DECLARANT

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Patricia T. Merck


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Gary Charles Merck

The State of South Carolina  
Anderson County

I, the undersigned Notary Public for South Carolina, do hereby certify that Patricia T. Merck and Gary Charles Merck appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 29<sup>th</sup> day of July 2022.

  
\_\_\_\_\_  
Notary Public of South Carolina  
My Commission Expires:

(SEAL)

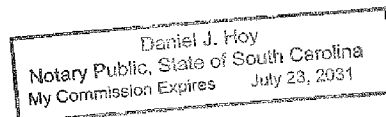


EXHIBIT A

All that certain, parcel or tract of land situate, lying and being in the Savannah Township, County of Anderson, State of South Carolina, being shown and designated as Tract Three (3), containing 24.80 acres on a plat prepared by McClure Surveying, dated January 5, 2014 and recorded in the Register of Deeds Office for Anderson County, South Carolina in Plat Book/Slide S2187 at Page 5. The metes and bounds, courses and distances as upon said plat appear being incorporated herein by reference thereto and made a part hereof.

FOR INFORMATIONAL PURPOSES ONLY

TMS # 510004013

DERIVATION:

This being the same property conveyed unto Patricia T. Merck and Gary Charles Merck by deed of Patricia T. Merck, deed dated June 22, 2015 and recorded on July 10, 2015 in the Office of the Register of Deeds for Pickens County in Book 11896 at Page 159.