

Prepared on behalf of
Holder Family Limited Partnership
By Andrew E. Colvin, SC Bar #72089

Upon recording return to:
101 Kimborough Street
Greenville, South Carolina 29607

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PAUL MCGUFFIN REGISTER OF
DEEDS PICKENS CO., SC

STATE OF SOUTH CAROLINA

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**
The Shoals – Lots 1-6

COUNTY OF PICKENS

This Declaration of Covenants, Conditions and Restrictions (the “**Declaration**”) is made this 23rd day of **December, 2023** (the “**Effective Date**”) by **HOLDER FAMILY LIMITED PARTNERSHIP**, a South Carolina limited partnership (the “**Declarant**”).

WHEREAS, the Declarant is the owner of those certain lots and parcels of real property located on or near Belle Shoals Road, Mauldin Lake Road, and Wolf Creek School Road in Pickens County, South Carolina being more specifically shown and identified as “**Lot 1**”, “**Lot 2**”, “**Lot 3**”, “**Lot 4**”, “**Lot 5**” and “**Lot 6**” (each lot shall be referred to as a “**Lot**”; Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 shall be collectively referred to as the “**Premises**” or the “**Community**”) on a survey titled “Minor Subdivision The Shoals Final Plat 6 Lot Single Family Minor Subdivision Pickens County” prepared for Holder Family Limited Partnership by Robert W. Drummond, PLS No. 22743, of Palmetto Corp Land Surveying Division, dated December 6, 2023 and recorded on December 19, 2023 in Plat Book 619 at Page 121, and more particularly described in “Exhibit A” attached hereto and incorporated herein.

WHEREAS, the Premises consists of approximately thirty-seven and 68/100 (37.68) acres, more or less.

WHEREAS, the Declarant is desirous of setting forth certain covenants, conditions and restrictions on itself and any future owners of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 governing use of said Lots and imposing building restrictions and maintenance obligations on all owners. These covenants, conditions and restrictions shall be binding on the present and future owners of the Lots described herein, as well as their respective heirs, successors, and assigns.

NOW, THEREFORE, the undersigned Declarant hereby establishes the following rights, covenants, conditions, regulations and restrictions for the purposes of (i) establishing minimum

standards pertaining to the development, use and maintenance of the Lots, and (ii) ensuring the stability of land and improvement values within the Premises:

1. **Residential Use.** The Lots are to be utilized exclusively for residential and compatible agricultural purposes, harmonizing with the serene and natural character of the area. Each Lot is permitted to host a single-family dwelling, not exceeding three (3) stories in height, along with ancillary structures such as a garage, guest house, stable, storage sheds, and barn. All structures must adhere to the allowable standards and requirements set forth in this Declaration. To support the Community's equestrian culture, facilities for the boarding, training, riding, and instruction in riding of horses are permitted, provided these activities are conducted in a manner respectful of neighboring Lot owners. All construction projects must be completed within eighteen (18) months from the commencement of construction in order to maintain the Community's visual integrity and to minimize prolonged construction activities.

2. **Allowable Dwellings and Buildings.** The following specific guidelines are established for the construction and style of dwellings and ancillary structures on each Lot:

a. **Primary Residences.** All primary residences shall have a minimum of 1,500 square feet of heated living space, not including porches, breezeways, garages, carports, or unfinished attics or basements. For multi-level homes, at least 1,100 square feet of heated living space must be on the first level.

b. **Secondary Residence / Guest House.** Each Lot may include either a secondary residence or a guest house, but not both. These structures must conform in appearance to the primary dwelling, maintaining a cohesive architectural style. The construction of these accessory dwellings must comply with all applicable local laws and ordinances, including any such requirements for accessory apartments or maximum allowable square footage guidelines.

c. **Barns and Outbuildings.** Barns and outbuildings shall 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 and run-in type barns are not permitted. Aluminum siding is not allowable and exposed concrete blocks, if used, must be finished with stucco or brick veneer. Barn apartments, meeting the same construction standards, are permitted and are considered the single allowable guesthouse if no other guest house exists on the Lot.

d. **Modular Homes.** High-quality, Class A modular homes are permitted. These structures must include comprehensive service systems (electrical, plumbing, heating, etc.) and adhere to the same building standards as traditional homes. Under no circumstances may a modular home be constructed on a permanent chassis designed for towing. Pre-existing residences relocated from other locations are not permitted on the Premises.

3. **Prohibition of Trailers, Mobile Homes and Similar Structures.** To preserve the distinct character and aesthetic integrity of our Community, the use of trailers, mobile homes, and certain manufactured structures is expressly prohibited within the Premises. This includes, but is

not limited to, double-wide mobile homes and any structure that is transportable in one or more sections and built on a permanent chassis designed for towing. Such prohibition extends to HUD code "manufactured homes," regardless of whether they are permanently affixed to the site.

4. Recreational Vehicles. Recognizing the enjoyment and utility of recreational vehicles ("RVs") for travel and leisure activities, Lot owners shall be permitted to own and store recreational RVs on their Lot, provided they are not used as a permanent or temporary residence. These vehicles must be stored in a manner that is not disruptive to the Community's aesthetic, preferably shielded from direct view of neighboring Lot owners and roadways.

5. Building Standards. All construction and improvements on any Lot must meet or exceed the minimum residential building standards set forth by Pickens County. This includes compliance with all regulations pertaining to building structures, electrical systems, and other essential services. The materials approved for the construction of primary residences, secondary residences, and guest houses include wood, brick, stucco, rock, vinyl, hardi-plank, or other finished masonry. The use of exposed concrete blocks is strictly prohibited to maintain a consistent and pleasing external appearance.

6. Sewage Disposal. Each Lot must utilize a septic tank system for waste management, which must be approved by the South Carolina Department of Health & Environmental Control. It is the responsibility of each homeowner to ensure that their septic system is installed in compliance with all relevant regulations and standards, and that it is regularly maintained to ensure proper functioning.

7. Further Subdividing. No Lot may be further subdivided in any manner that creates an individual subdivided lot of less than three (3) acres. If a Lot is subdivided, any resulting lot shall be subject to the covenants, conditions and restrictions set forth in this Declaration.

8. Maintenance of Lots. All Lot owners are required to maintain their respective Lot in a state that reflects our Community's aesthetic appeal. This includes the regular upkeep of landscaping, buildings, and other structures on the Lot. All areas of the Lot must be kept free from the accumulation of trash, debris, and other unsightly materials. Additionally, natural vegetation such as underbrush, weeds, and other overgrown vegetation must be responsibly managed. Lot owners are expected to prevent these from becoming unruly or unkempt. It is imperative that any construction sites on a Lot are maintained in an orderly manner, with efforts made to minimize the visual and environmental impact of the building process.

9. Landscaping activities. As certain portions of the Lots are privileged to the extent that home sites located thereon will have mountain views, all Lot owners are required to use diligence and make landscaping decisions when planting trees or constructing buildings such that, when mature or completed, such trees or structures will not obscure the mountain views from neighboring houses of Lot owners. Additionally, Lot owners are encouraged to engage in landscaping that enhances the natural beauty and character of the area, while being mindful of the impact on neighboring properties and the Community as a whole.

10. Fencing. Board fencing or ornamental fencing shall be used where fencing is desired. Hog wire is permissible, but shall be used in conjunction with board fencing in order to enhance its appearance. Placement and height of fencing should be considerate of neighboring Lot owners and the Community's scenic views.

11. Utilities. All utility lines servicing a Lot, including but not limited to, electrical, telephone and cable services, shall run underground and the Lot owners shall install such utility lines to each individual Lot line along such roads, private or public, as may be constructed on the Premises. Lot owners are responsible to ensure that all utility installations comply with the latest standards and regulations as set forth by the relevant utility companies and governmental authorities.

12. Vehicle Parking. All automobiles parked on any Lot must have a current license plate and be in operable condition. Vehicles without a current license plate or in a state of disrepair must be kept within a garage or similarly enclosed structure, out of sight from the street and neighboring Lots. Additionally, the presence of wrecked, unsightly, or non-operational vehicles, including those with outdated license plates, is prohibited in visible areas on any Lot. This restriction also extends to large commercial trucks, heavy equipment, or other vehicles not typically associated with residential use.

13. Noxious and Offensive Activities. The conduct of noxious, offensive, or illegal activities within our Community is strictly prohibited. This includes any actions, behaviors, or practices that are disruptive, dangerous, or that significantly detract from the quality of life or the serene atmosphere of the neighborhood. Examples of such prohibited activities include, but are not limited to, excessive noise, unpleasant odors, pollution, or any other disturbances that may be a nuisance or hazard to other residents. Furthermore, all activities must comply with applicable laws and regulations.

14. Pets. All pets should be kept within the confines of the owner's Lot unless they are on a leash under the owner's control. Owners are responsible for ensuring that their pets do not become a nuisance or disturbance to neighbors. This includes controlling excessive noise, such as persistent barking, and ensuring pets do not roam freely onto neighboring Lots. Furthermore, it is the responsibility of each pet owner to clean up after their pets. While dogs, cats, and other common household pets are permitted, the number of pets per household should be reasonable and not cause inconvenience to other Lot owners and residents.

15. Farm-Related Animals. A minimum of one (1) acre per large grazing animal (such as cows, horses, sheep, goats and donkeys) is required, providing adequate space for their well-being and to mitigate any potential impact on neighbors. Farm animals should be kept in numbers and under conditions that do not create a nuisance or disturbance to other residents. This includes maintaining proper fencing, shelters, and ensuring the cleanliness and sanitary conditions of the areas where these animals are housed. Chickens and similar small farm animals are allowed, but their enclosures must be well-maintained and situated to minimize noise and odor disturbances. Roosters are prohibited due to their potential to cause noise disturbances. All residents who choose to keep farm animals must comply with local zoning regulations and animal welfare laws.

16. Non-Conforming Structures. Buildings or structures intended for or adapted for business or commercial uses, manufacturing purposes, multi-family housing or apartments are prohibited from being erected, placed, or maintained on any Lot.

17. Destruction of Buildings. In the unfortunate event that any building within our Community is partially or wholly destroyed by fire, natural disaster, or any other unforeseen circumstance or Act of God, the Lot owner shall take prompt and responsible action to address the situation. The Lot owner must either commence rebuilding within a reasonable period or clear the site of all debris, returning the Lot to a safe and natural state. Rebuilding efforts should begin no later than one (1) year from the date of destruction, ensuring that the architectural integrity and aesthetic harmony of the Community are swiftly restored. In cases where the Lot owner chooses not to rebuild, all debris and remnants of the structure must be removed from the site within one (1) year of the destruction.

18. Non-Material Changes. Understanding that the needs and preferences of the Community can evolve over time, the Declarant reserve the right to make non-material changes to this Declaration as circumstances necessitate. Non-material changes refer to modifications that do not significantly alter the rights, responsibilities, or the overall character of the Community as originally envisioned, as seen fit and just by the Declarant.

19. Perpetual Covenants. This Declaration, including all its terms, conditions, and provisions, is hereby declared to be a perpetual covenant running with the land and binding not only upon the Declarant and future Lot owners but also upon their successors in title, heirs, and assigns. The obligations and benefits herein are inseparably attached to the Lots and shall be passed on to any subsequent owners of the Lots. Upon the transfer of any Lot, it is the responsibility of the transferring Lot owner to ensure that the new owner is fully informed of the terms of this Declaration.

20. Enforcement Mechanisms. To ensure compliance with the terms and conditions of this Declaration, and to uphold the collective interests of the Lot owners, a set of enforcement mechanisms is hereby established. In the event of a breach of any provision of this Declaration by any Lot owner, the first step shall be a written notification from the affected Lot owner(s) to the party in breach, outlining the specific nature of the breach and requesting remedial action. If the breach is not remedied within a reasonable timeframe, or if repeated breaches occur, the matter may be escalated to a collective meeting of all Lot owners to discuss and decide upon appropriate actions, considering all viewpoints. Serious or unresolved breaches may warrant legal action, subject to the dispute resolution process outlined in this Declaration. All Lot owners shall have joint responsibility to enforce this Declaration and ensure that its provisions are respected.

21. Dispute Resolution. In the interest of maintaining a harmonious Community and effectively managing any disagreements that may arise among the Lot owners, a clear dispute resolution process is established. Should a dispute occur regarding the interpretation, application, or enforcement of any provision of this Declaration, the parties involved shall first attempt to resolve the matter amicably through direct negotiation. If an amicable resolution cannot be achieved, the parties shall engage in mediation, with a neutral third-party mediator to be mutually

agreed upon by the disputing parties. Each Lot owner shall participate in good faith in the mediation process. Should mediation fail to resolve the dispute, the parties may then seek resolution through binding arbitration, if agreed, or if not agreed, through legal action in the appropriate court jurisdiction.

22. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of South Carolina. Any legal proceedings arising out of or related to this Declaration shall be brought exclusively in the courts located in Pickens County, South Carolina. By this Declaration, all Lot owners shall consent to the jurisdiction and venue of these courts for the resolution of all disputes.

23. Amendment. Any amendment, modification, or alteration to this Declaration shall require the unanimous written consent of all Lot owners.

24. Declarant's Address. Declarant's address for notices or any other matters shall be:

Holder Family Limited Partnership
c/o Holder Investment Company, LLC
101 Kimborough Street
Greenville, South Carolina 29607

[Signature Page to Follow]

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Covenants, Conditions and Restrictions on this Effective Date.

SIGNED, Sealed and Delivered

DECLARANT:

In the presence of:


Holder Family Limited Partnership, a South Carolina limited partnership

By: Holder Investment Company, LLC, a South Carolina limited liability company

Its: General Partner

By: Susan H. Colvin
Name: Susan H. Colvin

Its: Member and Authorized Representative


Witness #1

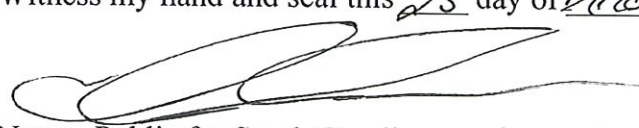

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

Acknowledgement

I, the undersigned Notary Public for South Carolina, do hereby certify that Susan H. Colvin, Member and Authorized Representative of Holder Investment Company, LLC, the General Partner of Holder Family Limited Partnership, personally appeared before me this day and, in the presence of the two witnesses above named, acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 25 day of March, 2023.


Notary Public for South Carolina
My Commission Expires: _____

Isaac Thornton
NOTARY PUBLIC
State of South Carolina
My Commission Expires 6/7/2031



EXHIBIT A

Legal Descriptions

LOT 1

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, and being shown and designated as Lot. No. 1 of The Shoals, a Six Lot Single Family Minor Subdivision, containing 8.00 acres, more or less, as shown on a plat prepared for Holder Family Limited Partnership by Robert W. Drummond, PLS No. 22743, of Palmetto Corp Land Surveying Division, dated December 6, 2023 and recorded on December 19, 2023 in Plat Book 619 at Page 121 with the Office of the Register of Deeds for Pickens County, South Carolina, reference to said plat is hereby made for a more complete and accurate description.

This being (i) a portion of property conveyed to Declarant by deed of P. McCrady Gwinn, as Personal Representative of the Estate of Jessie M. Holder (reference to Pickens County Probate file #2009ES3900630) on December 9, 2011, and recorded with the Office of the Register of Deeds for Pickens County, South Carolina on December 28, 2011 in Book 1426 at Page 296; and (ii) a portion of property conveyed to Declarant by deed of Dwight A. Holder on November 5, 1998, and recorded with the Office of the Register of Deeds for Pickens County, South Carolina on November 9, 1998 in Book 455 at Page 82.

Tax Map #s: (i) a portion of 4180-00-43-8255 and (ii) a portion of 4180-15-53-4571

LOT 2

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, and being shown and designated as Lot. No. 2 of The Shoals, a Six Lot Single Family Minor Subdivision, containing 7.65 acres, more or less, as shown on a plat prepared for Holder Family Limited Partnership by Robert W. Drummond, PLS No. 22743, of Palmetto Corp Land Surveying Division, dated December 6, 2023 and recorded on December 19, 2023 in Plat Book 619 at Page 121 with the Office of the Register of Deeds for Pickens County, South Carolina, reference to said plat is hereby made for a more complete and accurate description.

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Tax Map #s: (i) a portion of 4180-00-43-8255 and (ii) a portion of 4180-15-53-4571

LOT 3

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, and being shown and designated as Lot. No. 3 of The Shoals, a Six Lot Single Family Minor Subdivision, containing 5.00 acres, more or less, as shown on a plat prepared for Holder Family Limited Partnership by Robert W. Drummond, PLS No. 22743, of Palmetto Corp Land Surveying Division, dated December 6, 2023 and recorded on December 19, 2023 in Plat Book 619 at Page 121 with the Office of the Register of Deeds for Pickens County, South Carolina, reference to said plat is hereby made for a more complete and accurate description.

This being a portion of property conveyed to Declarant by deed of Dwight A. Holder on November 5, 1998, and recorded with the Office of the Register of Deeds for Pickens County, South Carolina on November 9, 1998 in Book 455 at Page 82.

Tax Map #s: a portion of 4180-15-53-4571

LOT 4

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, and being shown and designated as Lot. No. 4 of The Shoals, a Six Lot Single Family Minor Subdivision, containing 6.00 acres, more or less, as shown on a plat prepared for Holder Family Limited Partnership by Robert W. Drummond, PLS No. 22743, of Palmetto Corp Land Surveying Division, dated December 6, 2023 and recorded on December 19, 2023 in Plat Book 619 at Page 121 with the Office of the Register of Deeds for Pickens County, South Carolina, reference to said plat is hereby made for a more complete and accurate description.

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Tax Map #s: (i) a portion of 4180-00-43-8255 and (ii) a portion of 4180-15-53-4571

LOT 5

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, and being shown and designated as Lot. No. 5 of The Shoals, a Six Lot Single Family Minor Subdivision, containing 6.03 acres, more or less, as shown on a plat prepared for Holder Family Limited Partnership by Robert W. Drummond, PLS No. 22743, of Palmetto Corp Land Surveying Division, dated December 6, 2023 and recorded on December 19, 2023 in Plat Book 619 at Page 121 with the Office of the Register of Deeds for Pickens County, South Carolina, reference to said plat is hereby made for a more complete and accurate description.

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Tax Map #s: (i) a portion of 4180-00-43-8255 and (ii) a portion of 4180-15-53-4571

LOT 6

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, and being shown and designated as Lot. No. 6 of The Shoals, a Six Lot Single Family Minor Subdivision, containing 5.00 acres, more or less, as shown on a plat prepared for Holder Family Limited Partnership by Robert W. Drummond, PLS No. 22743, of Palmetto Corp Land Surveying Division, dated December 6, 2023 and recorded on December 19, 2023 in Plat Book 619 at Page 121 with the Office of the Register of Deeds for Pickens County, South Carolina, reference to said plat is hereby made for a more complete and accurate description.

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