
STATE OF SOUTH CAROLINA)	
)	DECLARATION OF RESTRICTIONS
COUNTY OF ABBEVILLE)	

THIS DECLARATION OF RESTRICTIONS, is made this _____ day of _____, 2025, by **James H. Drake, Jr. and Martha J. Drake** (hereinafter referred to as “Declarant”).

WHEREAS, Declarant is the owner of a certain tract of real property containing 33.01 acres, more or less, bearing TMS # 013-00-00-081 and located on Acker Road in the County of Abbeville, State of South Carolina (hereinafter referred to as “Property” and described in Exhibit A attached hereto); and

WHEREAS, Declarant shall present the Property for sale under the Restrictions published herein; and

WHEREAS, Declarant intends to sell and convey the Property by deed of conveyance, subject to the Restrictions published herein, the same which shall run with the land for a period of twenty (20) years, to be binding upon grantees/purchasers and their respective heirs, successors and assigns; and

WHEREAS, the purpose of said Restrictions is to insure the use of the Property for attractive residential and personal agricultural purposes only, to prevent nuisances, to maintain desired tone of the community, to secure to each grantee/purchaser the full benefit and enjoyment of their home, to preserve the quality and integrity of the Property, to ensure future development aligns with Declarant’s interests, and to prevent all things tending to detract from the attractiveness and the value of the property, and to this end, the said Restrictions shall enure to the benefit of each and all grantees/purchasers, whether they have become such before or after the date hereof, and their respective heirs, successors and assigns; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, Declarant has agreed upon, fixed, attached to and imposed upon the Property, and upon each and every grantee/purchaser of any portion of said property, and their heirs, successors and assigns, the within Restrictions as follows, to-wit:

1. The Property shall not be divided into more than two (2) separate parcels. No parcel shall be created less than fifteen (15) acres in size. No parcel shall be further subdivided.
2. No structure shall be erected, altered, placed or permitted to remain on any parcel, other than one (1) residence designed for single-family occupancy only, private garages and other outbuildings strictly incidental to residential or personal agricultural use.
3. The heated/cooled floor space of a residential home, not including any attached garages or open porches, shall be no less than 1,200 square feet.
4. No trailers, mobile homes, pre-manufactured homes, garage apartments or duplex apartment homes shall be placed, located or erected upon any parcel, even if the same is intended to be used and occupied only for a temporary period of time. Any residential home constructed upon any parcel must be stick-built, with all construction being on-site. Log cabin kits shall be acceptable. Pole barn and modular home kits shall not be allowed as a residential home, but shall be allowed as a barn or shed.
5. All structures which are placed, located or erected upon any parcel, shall be in compliance with all County and/or State building codes, guidelines, regulations, and setback restrictions. To ensure compliance with all County and/or State guidelines, and to maintain the integrity of the Property, all construction plans shall be submitted for review and approval by any and all relevant authorities, prior to commencement of any building activities.
6. No fence of a solid nature or design (ie: privacy fence constructed from any material) shall be installed, erected or maintained at any point along the front boundary line of any parcel.
7. All parcels shall be used for residential and/or personal agricultural purposes only, subject to any specific restrictions set forth herein. No commercial activity shall be allowed, either retail, wholesale or manufacturing, with the exception of agricultural activity/use described in Item 8 hereinbelow. This shall include, but is not limited to, any retail store, automotive repair shop, event venue/barn, brewery, distillery or other place for the manufacture or sale of alcoholic beverages, recreational facility such as shooting range, golf driving range or race track, or any noxious or offensive trade/activity which may be or become a nuisance to the community. There shall be no restrictions on allowing/maintaining hunting leases or clubs on any parcel.
8. Personal agricultural activity/use of the property shall be allowed, with the exception of no commercial swine or poultry facility or production. The growth, care and maintenance of

crops, livestock or domesticated animals for personal use and enjoyment shall be allowed, provided that said crops or animals are not kept or maintained under such circumstances that are or become a nuisance, annoyance or menace to the community. There shall be no restrictions on growing and cutting timber or clearing land.

9. No unlicensed, unregistered or uninsured junk vehicles shall be located on any parcel in such a manner that said vehicle is unattended/unkept and is visible from the roadway. This does not prevent the use and enjoyment of farm or recreational vehicles that may be unlicensed, unregistered or uninsured.
10. All parcels shall be conveyed and accepted subject to any easements for electric, telephone, water, power, sewer, internet or other utilities for the purpose of making utilities available to the property, for drainage ways, and for easements, privileges, or other rights in or to the streets or roads within said area.
11. Declarant reserves the right to release any portion of the Property from any or all of these Restrictions, with the consent of any subsequent grantee/purchaser, and/or to amend and modify these Restrictions, with the consent of any subsequent grantee/purchaser.
12. These Restrictions shall be recorded in the records of Abbeville County simultaneously with the first deed of conveyance from Declarant, and shall run with the land and be binding upon all grantees/purchasers and their respective heirs, successors and assigns. These Restrictions shall be effective and enforced for a period of twenty (20) years from the date of recording.
13. Invalidity of any of these Restrictions by Court Order shall not in any way affect any other provision(s), which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the day and year first written above.

Signed, sealed, and delivered
in the presence of:

Witness #1

James H. Drake, Jr.

Witness #2

Martha J. Drake

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by **James H. Drake, Jr. and Martha J. Drake** on this _____ day of _____, 2025.

Notary Public for South Carolina
My Commission Expires: _____

Exhibit A - Legal Description

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the Town of Donalds, in Abbeville County, S. C., known, designated and more particularly described as Tract No. 2, containing 33.01 acres, on a plat thereof entitled "Plat Showing Tract of Land of the J. R. Dunn Estate Divided into Five Portions" made by Robert L. Leake, RLS, dated April 1983, recorded in Plat Book 27 at Page 253, to which reference is hereby made for a more particular description thereof.

This being the same property conveyed unto James H. Drake, Jr. and Martha J. Drake from Margaret D. Drake and J. H. Drake by deed dated March 24, 1992 and recorded in Deed Book 175 at Page 628 in the Office of the Clerk of Court for Abbeville County.