

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND  
EASEMENTS FOR Palmetto Farms**

*These covenants supersede any and all previous  
covenants.*

**Restricted**

Vicars Construction, LLC

*The Developer shall have the specific, nonexclusive right to enforce the provisions contained in this Article and to prevent any violation of the provisions contained in this Article by a fine in such amount as determined by the Developer levied against the Owner of a Lot who violates or attempts to violate any such provisions contained herein, by filing any such fine as a lien against such Lot in the public records of West Pelzer Anderson County, SC and enforcing payment of any such fine by an action in foreclosure against such Lot, including attorney's fees and costs of enforcement, as well as any other proceeding at law or in equity against the Owner of the Lot who violates or attempts to violate any such provisions contained herein.*

1. The Developer shall have an easement and right of access over, upon and across the Lots in the Development for purposes of developing and building while the Developer owns property in the development. The Developer is excluded and held harmless from all provisions, conditions and restrictions set forth in this document. The Developer holds the right to enforce or not to enforce any provision in this document at Developers sole discretion.

2. **Setbacks and Building Lines.** Each structure, including without limitation, residential dwellings, garages, whether attached or detached, utility buildings, and any other permitted structures, erected on any Lot shall be situated on such Lot in accordance with the building and setback lines as shown on the recorded Plats of the Development and in accordance with the Zoning Ordinance of the Town of West Pelzer.

3. **No Subdivision.** No lot may be subdivided, nor shall the boundary lines of any such lot or tract be changed. Notwithstanding, the Developer reserves the right to replot any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted lot or tract suitable and fit as a building sited to include, but not to be limited to, the relocation of easements, walkways, rights of way, roads, recreational facilities, roads, and other amenities to conform to the new boundaries of said re-platted lots.

4. **Square Footage Requirements.** Each Lot shall contain no more than one (1) residential dwelling containing the minimum floor space as follows:

- (a) One Story dwelling - 1200 square feet
- (b) Two Story dwelling - 1500 square feet

In calculating the square footage of a residence, only the heated and air conditioned space under roof shall be counted, with porches, garages, carports, and breezeways excluded from this calculation.

5. **Garages.** No garage erected on any Lot shall be more than two stories in height.

6. **Detached Structures.** No detached outbuilding or other structure shall be erected on any Lot that is more than two stories in height. All detached structures must be to the rear of the main dwelling and must be constructed within the building setback lines for the Lot. No structure of a temporary nature shall be erected or allowed to remain on any Lot. In no event

\*\*\*THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE NAME OF THE DEVELOPER\*\*\*

shall any trailer, camper, shack, tent, garage, utility building, shed, greenhouse, barn or other structure of a similar nature be used as a residence, either temporarily or permanently; provided, however, that this Section shall not be construed to prevent the Developer from using sheds or other temporary structures on Lots during construction. All detached structures must be on a permanent concrete foundation. Any detached structure must have the same style and color siding, roofing, doors, windows, and garage door as the home.

7. **Swimming Pools.** Swimming pools must be located to the rear of any dwelling on the lot. All above-ground pools must be surrounded by a fully enclosed privacy fence (must be 6 foot). Must not be visible from road.

8. **Animals; Pets; Livestock.** No animals, livestock, exotic pets, poultry, or other fowl of any kind (whether domestic or exotic) shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats, or other small in-door household pets (ex. parakeets, fish, hamsters, gerbils) may be kept; provided, however, that they are not kept, bred, or maintained for any commercial purposes. "Reasonable number" shall mean not exceeding three (3) pets outdoors at any time. Any household pets must not constitute a nuisance or cause unsanitary conditions. Any such pets shall be securely fenced upon the Owner's Lot so as to prevent them from trespassing upon other Lots in the Development. All applicable Town of West Pelzer laws or regulations, including leash laws, shall be observed.

9. **Offensive Activities.** No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon or any substance, thing, or material be kept thereon which is or may cause any noise or foul or obnoxious odors or become an annoyance or nuisance to the Owners of other Lots or that will or might disturb the peace, quiet, comfort, or serenity of other Owners.

10. **Signs.** No advertising signs or billboards of any kind shall be erected upon any lot, with the exception of real estate signs. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, or to signs for selling lots during the initial construction of residences on Lots. In addition, the provisions of this Section shall not apply to anyone who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale of a Lot or as a transferee pursuant to any proceeding in lieu of foreclosure.

11. **Mailboxes.** All mailboxes shall be uniform and the design shall be determined by the developer.

12. **Fences.** No chain link fences shall be permitted on any Lot. No fence shall exceed six (6) feet in height. Any fence must be of a decorative design and be constructed of materials such as wood, vinyl, or aluminum. No fence shall be erected on any lot nearer to the street than the middle point of the house.

13. **Decorative Yard Ornamentation.** No decorative statues, birdbaths, fountains, ornaments, figurines, or any other decorative structures or items are permitted in the front yards of any Lot.

14. **Sod.** Front and side yards shall be sodded. Rear yards may be sprigged or seeded.

15. **Maintenance.** Each Owner shall keep and maintain the Owner's Lot and any improvements and landscaping thereon in good condition and repair, including, without limitation (a) repairing and painting (or other appropriate external care) of all structural improvements; (b) seeding, watering and mowing of all lawns; (c) pruning and trimming of all trees, hedges and shrubbery, mulched areas maintained so that the same do not obstruct the view of pedestrians and motorists of street traffic.

16. **Exterior Lighting.** No additional exterior lights shall be mounted on telephone poles, trees or similar stands on any Lot.

17. **Antennae Satellite Dishes and Disks.** No antennae, ham radio antennae, or antenna towers for receiving or transmitting radio, television, or other electronic transmission shall be permitted to be placed or used upon any Lot, except for small television receiving disks, not exceeding twenty-four (24) inches in diameter, attached to or ground mounted immediately adjacent to the rear or side of the residential dwelling or attached garage on a Lot.

18. **Motorized Vehicles.** No commercial, recreational, or disabled vehicles, boats, jet skis, boat trailers, motorcycles, motor homes, trucks, buses, vehicles on blocks or any like equipment or mobile or stationary trailers of any kind shall be kept, stored or parked overnight either on any street or on any Lot, except within a fully enclosed garage or behind the residence or garage, on a concrete surface, and screened from view from any street adjacent to a Lot. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage. All motor vehicles must be equipped with functioning mufflers to maintain the lowest possible noise level when operated. The foregoing shall not be interpreted or applied to prevent the temporary, non-recurrent parking of any vehicle, boat, trailer or motor home for any period of time.

19. **Trailers.** No trailers (mobile or stationary), campers, ATV's, RV's, boats, etc. are to be visibly (from road or adjacent lot) stored on the property and/or street for any amount of time.

20. **Construction Debris Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All construction debris and litter shall be maintained in a manner that prevents any hazardous condition and/or distribution to any other Lot. All construction debris and litter shall be removed within fifteen (15) days of construction completion. No other garbage and refuse shall be kept or allowed to accumulate on any Lot except in sanitary containers designed for that purpose. No incinerators or other devices used for burning trash, rubbish, garbage or other waste shall be placed, maintained, or used on any lot.

21. **Changing Elevations.** No Owner shall excavate or extract earth for any business or commercial purpose from any Lot. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots.

22. **Tanks.** Fuel, oil, and gas tanks may not be installed on any Lot.

23. **Clotheslines and Garbage Cans.** Clotheslines, garbage cans, and equipment shall be screened to conceal them from view of adjacent Lots and streets. No garbage incinerators shall be permitted on any Lot.

24. **Firearms and Weapon Discharge.** Any firearm or weapon discharge or release, other than for defense or protection of one's life or property, is strictly prohibited on any and all Property in the Development. Firearms and weapons shall include, without limitation, rifle, gun, pistol, shotgun, black powder gun, pellet or BB gun, bow and arrow, crossbow and arrow, and any other weapon from which any bullet, shot, or projectile may be discharged or released.

25. **Driveways and Entrances to Garages.** All driveways and entrances to garages shall be concrete or a substance approved of a uniform quality.

26. **Off-Street Parking.** Provisions must be made by each Owner of a Lot for the parking of at least two automobiles belonging to occupants and guests off the adjacent streets and in garages on Lots. The parking of guest or occupant vehicles on streets for long or repeated periods of time during the day or night or both, except for occasional, non-regular social gatherings and functions, shall not be permitted. No vehicles shall be permitted to be parked on Lots except in garages or on driveways.

27. **Changes to existing conditions.** Any exterior changes to any home, adding detached structures, landscaping, etc. must be approved in writing by the developer until construction is complete within the development. Once development is complete change requests will be handled by the HOA once it is established.

28. *All Town of West Pelzer Ordinances are included as part of the Covenants, and cannot be repealed by the General Provisions below.*

### General Provisions

1. **Enforcement by Fine; Lien; Court Action; Foreclosure of Lien.** The developer, or any Owner, shall have, the right to enforce, by any proceeding at law or in equity, all or any provisions of this Declaration including, without limitation, all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration as amended. Failure of the developer or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter and such failure shall not be deemed acquiescence in any breach of this Declaration. Each Owner shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration and the By-Laws of the Association and any duly authorized rules and regulations governing the Development against the Association.

2. **Severability.** Invalidation of any of the terms and conditions or provisions of this Declaration by final judgment or a court of competent jurisdiction shall not affect any other provisions which shall remain in full force and effect.

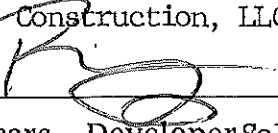
3. **Amendment.** This Declaration may be amended prior to January 1, 2025, only by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots and by the Developer, so long as the Developer owns any Lots. After January 1, 2025, this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots.

4. **Duration.** This Declaration and its covenants and restrictions shall run with and bind the land until January 1, 2025, after which time they shall be automatically extended for successive periods of ten (10) years.

These covenants supersede the original covenants filed in Anderson County on 10/19/2021 with the Anderson County Register of Deeds.  
Deed # 210036475: Book 15683; Page 00045.

IN WITNESS WHEREOF, Developer, by and through its authorized representative, has caused this instrument to be executed the day and year first above written.

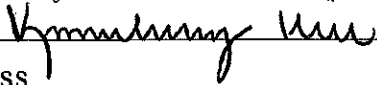
Vicars Construction, LLC - Developer



12/1/21

Ryan Vicars - Developer Sole Member

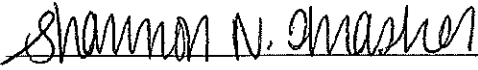
Date



12/1/21

Witness

Date

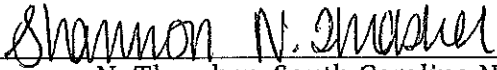


12/1/21

Witness

Date

The forgoing was acknowledged before me on this 1st day of December 2021 in the state of South Carolina, in the county of Anderson.



12/1/21

Shannon N. Thrasher- South Carolina Notary Public

My commission expires 07/17/2027

EXHIBIT "A"

All those certain pieces, parcels, or lots of land, situate, lying, and being in the State or South Carolina, County of Anderson, being show and designated as Lot Nos 1-93 upon a plat for Vicars Construction, LLC dated 06.05.2021, prepared by C.O. Riddle Surveying Co., Inc., recorded in the office of the Register of Deeds for Anderson, County, SC on December 31, 2019.

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FILED, RECORDED, INDEXED  
Bk: 15778 Pg: 00111 Pages: 006  
Rec Fee: 25.00 St Fee:  
Co Fee:  
REGISTER OF DEEDS, ANDERSON CO., SC  
Cynthia D. Radford