DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owner of the property described on *Exhibit A* attached hereto and incorporated herein by reference ("Property"), hereby declares that the Property shall be held, transferred, sold, conveyed, occupied, and used subject to the following protective covenants and restrictions, which shall run with the land and be binding upon all present and future owners, heirs, successors, and assigns.

1. Residential Use

Each lot shall be used primarily for residential purposes and customary accessory uses.

Home occupations and home-based businesses shall be permitted, provided such activities do not create excessive traffic, noise, dust, odors, outdoor storage, or other conditions that materially interfere with the residential character of the subdivision.

Nothing herein shall prohibit the owner from parking or storing commercial vehicles, work trucks, trailers, tractors, skid steers, excavators, agricultural equipment, or similar equipment customarily used in a lawful business, provided such equipment is maintained in good condition and the lot is not used primarily as a storage yard, contractor's yard, salvage yard, or commercial business location.

2. Residential Construction Requirements

All residences constructed upon the Property shall be site-built (stick-built) on the Property and permanently affixed to a conventional permanent foundation.

No manufactured home, mobile home, modular home, prefabricated home, shipping-container home, tiny home on wheels, or other factory-built residential structure shall be placed upon the Property.

No temporary structure, recreational vehicle, camper, bus, tent, or similar structure shall be used as a residence.

3. Minimum Dwelling Size

Any single-family residence constructed on the Property shall contain not less than **1,400 square feet of heated living area**, exclusive of garages, porches, decks, patios, and other non-heated areas.

4. Shipping Containers and Storage Units

No shipping container, connex box, cargo container, freight container, intermodal container, portable storage container, storage pod, trailer body, or similar commercial storage unit shall be placed, stored, used, or maintained on the Property.

Temporary storage containers may be permitted during active construction of a residence, provided they are removed within ninety (90) days following completion of construction.

5. Vehicles and Equipment

No junked, abandoned, wrecked, dismantled, partially dismantled, inoperable, or unregistered motor vehicle shall be parked, stored, or maintained on the Property unless completely enclosed within a garage, barn, or other permanent enclosed structure.

No vehicle shall be used for parts storage, dismantling, salvage, or similar purposes.

Commercial vehicles and equipment customarily associated with a lawful business may be maintained on the Property, provided such vehicles and equipment are operable, maintained in good condition, and do not constitute the primary use of the Property.

6. Outdoor Storage and Property Maintenance

No lot shall be used primarily for the outdoor storage of equipment, machinery, materials, supplies, vehicles, trailers, construction materials, scrap metal, household appliances, debris, refuse, or similar items.

No accumulation of junk, trash, rubbish, discarded building materials, machinery parts, appliances, or unsightly materials shall be permitted upon the Property.

All improvements and structures shall be maintained in a neat, safe, sanitary, and attractive condition and shall not be allowed to fall into substantial disrepair.

7. Prohibited Uses

No lot shall be used as a junkyard, salvage yard, recycling yard, vehicle impound yard, contractor's storage yard, commercial storage yard, landfill, or similar operation.

No activity shall be conducted on any lot that constitutes a nuisance or unreasonably interferes with the use and enjoyment of neighboring properties.

8. Livestock and Agricultural Activities

Household pets and reasonable numbers of horses and hobby-farm animals may be maintained on the Property.

Commercial livestock operations, commercial poultry houses, feed lots, hog farms, animal breeding operations, or similar intensive agricultural activities are prohibited.

9. Enforcement

The owner of any lot subject to these covenants shall have the right to enforce these restrictions by proceedings at law or in equity against any person violating or attempting to violate the same and to recover all damages, costs, and reasonable attorney's fees arising from such violation.

Failure to enforce any covenant or restriction shall not be deemed a waiver of the right to do so thereafter.

10. Duration

These covenants and restrictions shall run with the land and shall remain in full force and effect for a period of thirty (30) years from the date of recording and shall automatically renew for successive periods of ten (10) years unless terminated by written instrument executed and recorded by the owners of all lots subject hereto.