

**McCRAYS LLC**

<u>Lot</u>	<u>Address</u>	<u>Size</u>	<u>Sq. ft.</u>	<u>List Price</u>
A	2039 McCrays Mill	1.4 acres	60,984	\$ 489,000
A-1		2.34 acres	101,930	\$ 100,000 – Must access from Lot A
B	2035 McCrays Mill	1.16 acres	50,529	\$ 495,000 <b>PENDING 9/4/25</b>
C	2031 McCrays Mill	1.16 acres	50,529	Express Oil
D	2027 McCrays Mill	1.23 acres	53,578	\$ 460,000 - shared drive from McCrays Mill with Express Oil <b>PENDING</b>

- Land is zoned General Commercial
- Has city water & sewer.

For More Information Contact:

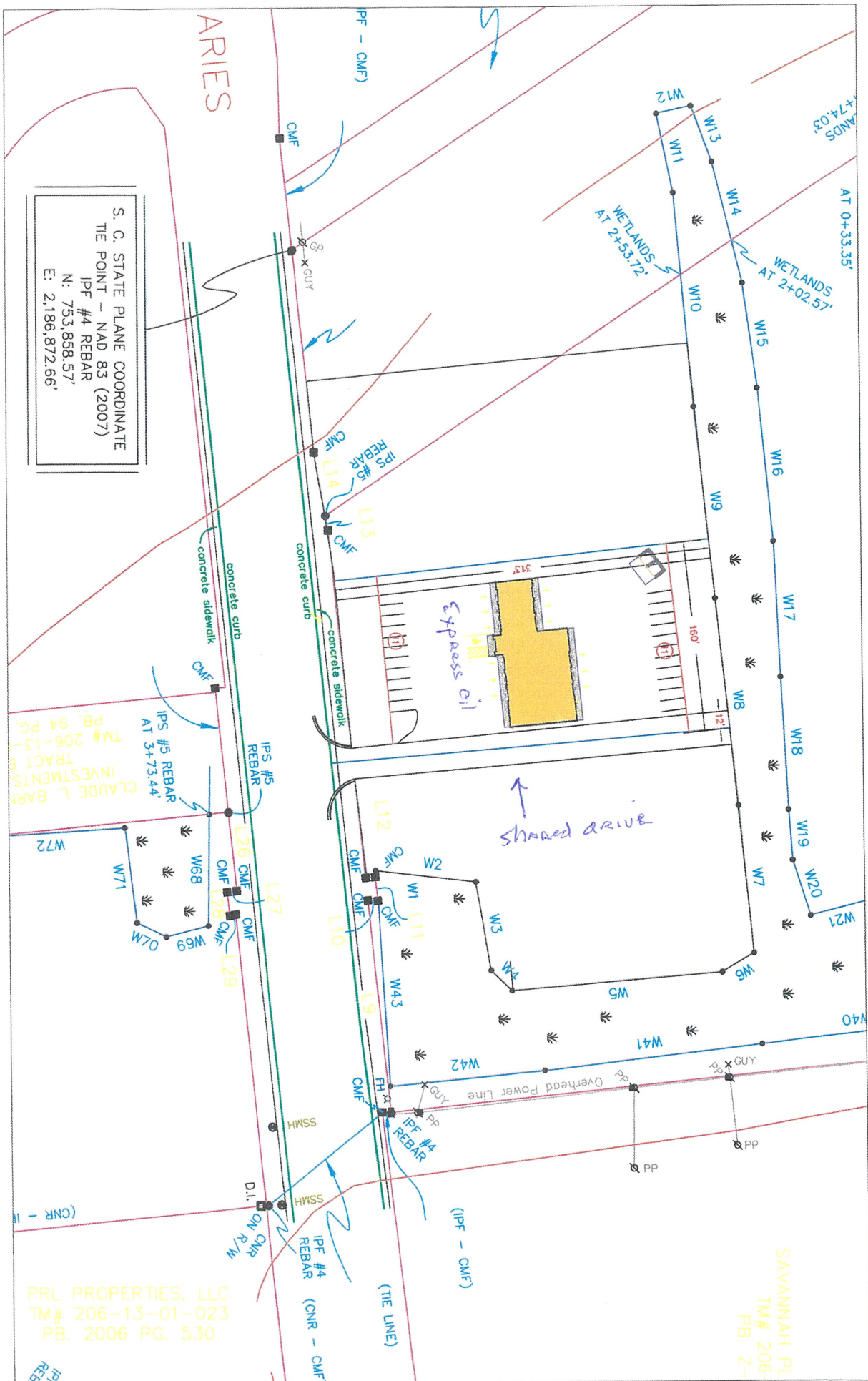
Mack Kolb

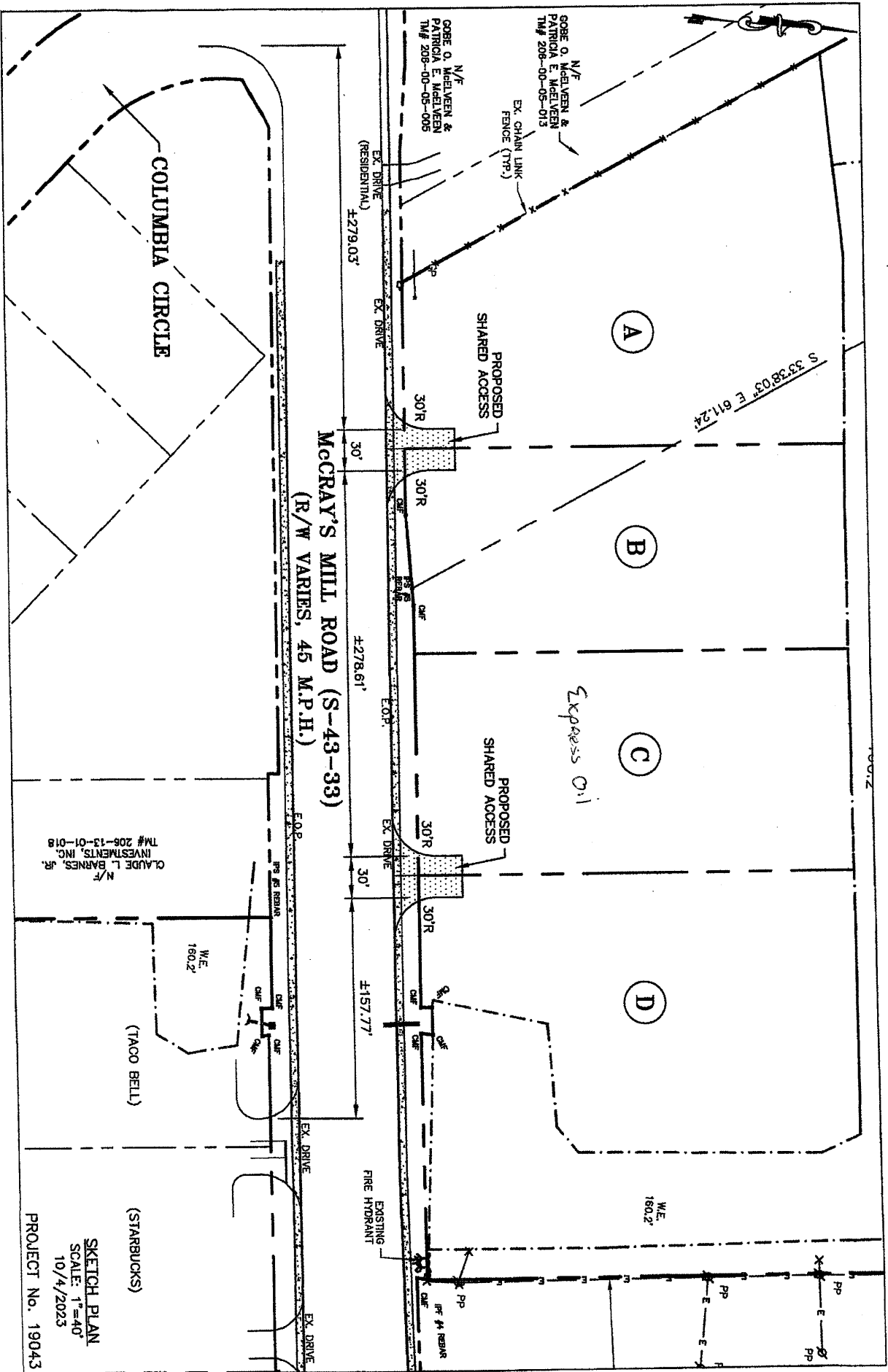
Cell: 803-491-5409 Office: 803-773-1477

[mkolb@c21hawkinskolb.com](mailto:mkolb@c21hawkinskolb.com)

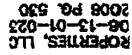
9/5/2025





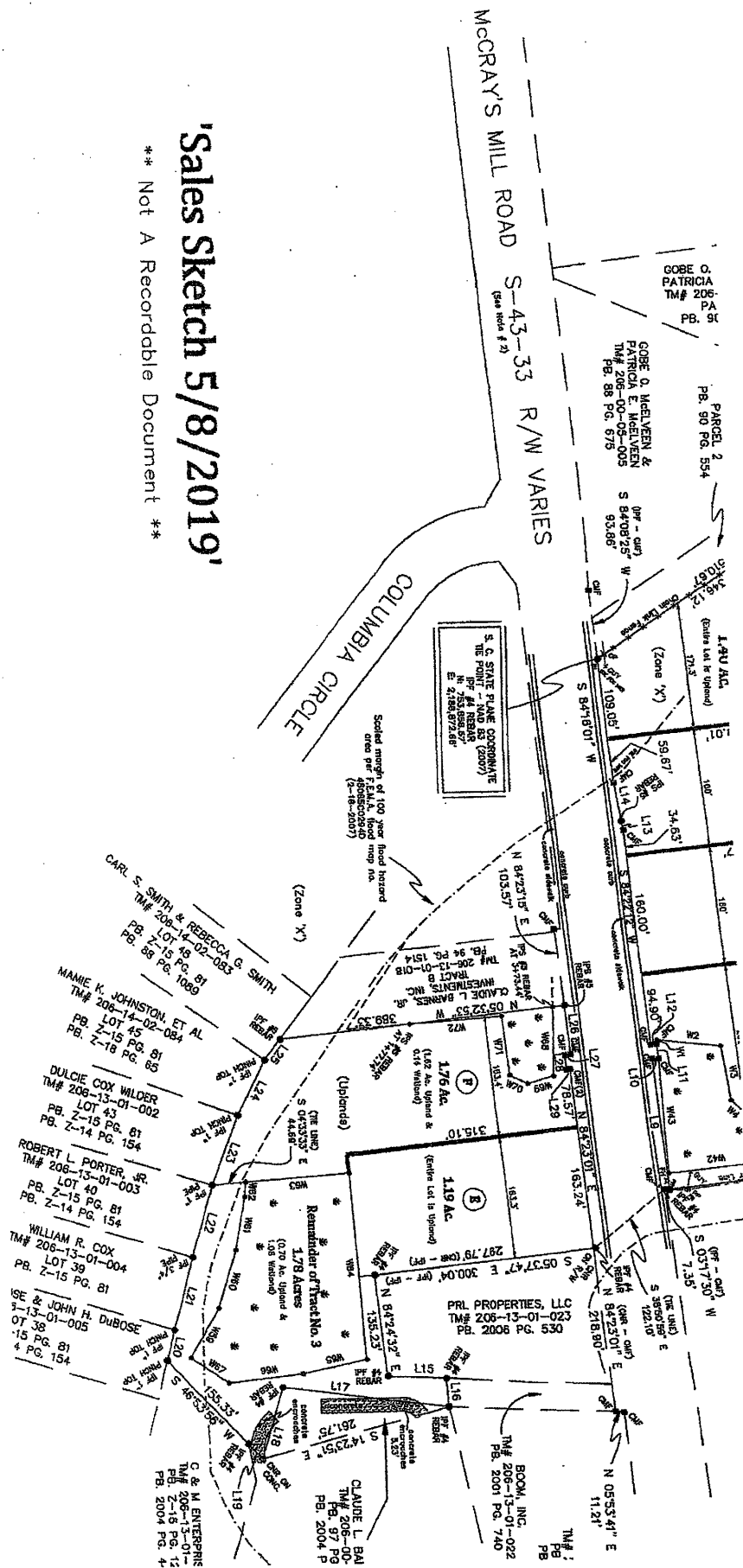


SKETCH PLAN  
SCALE: 1"=40'  
10/4/2023  
PROJECT No. 19043





Not A Recordable Document





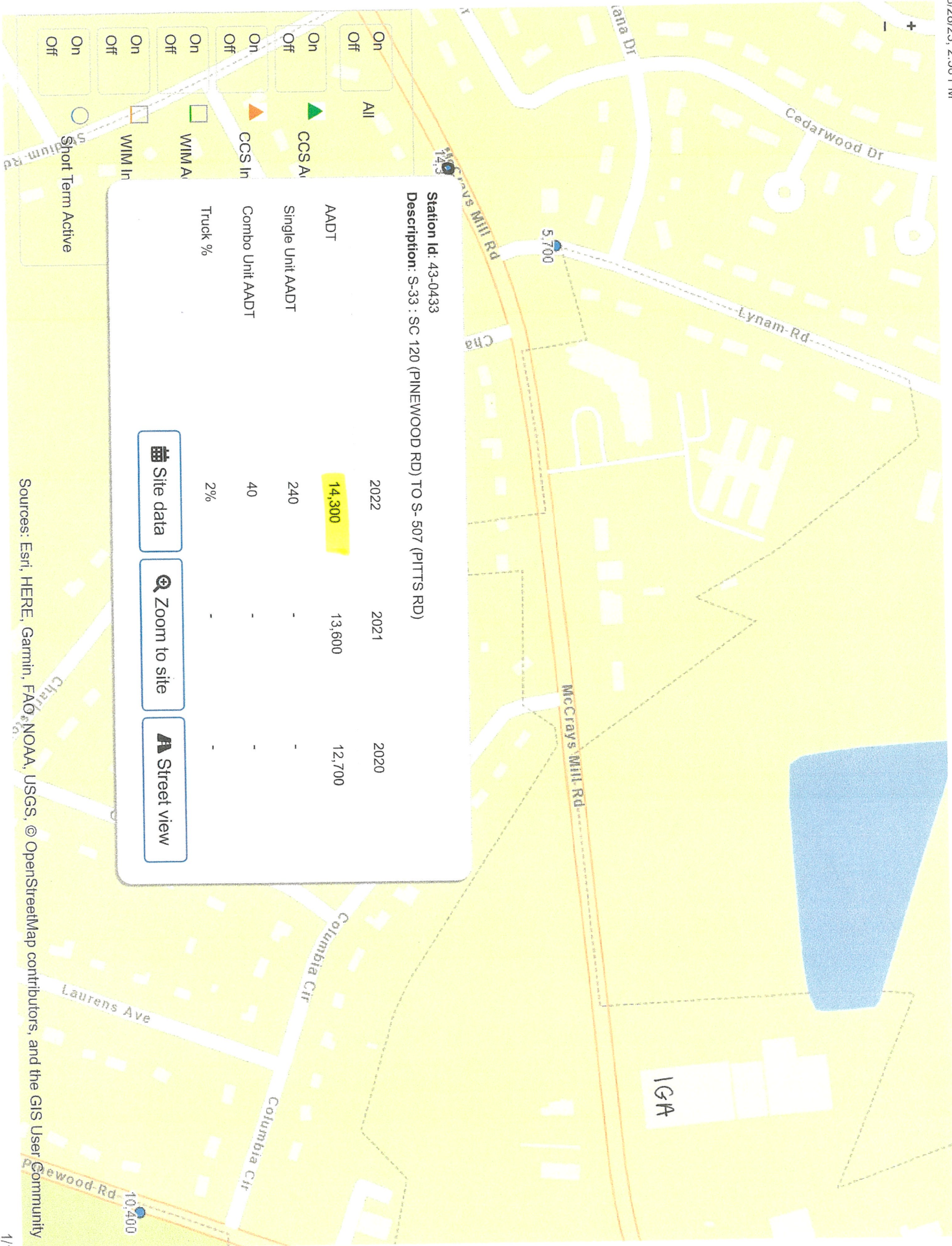




700 ft

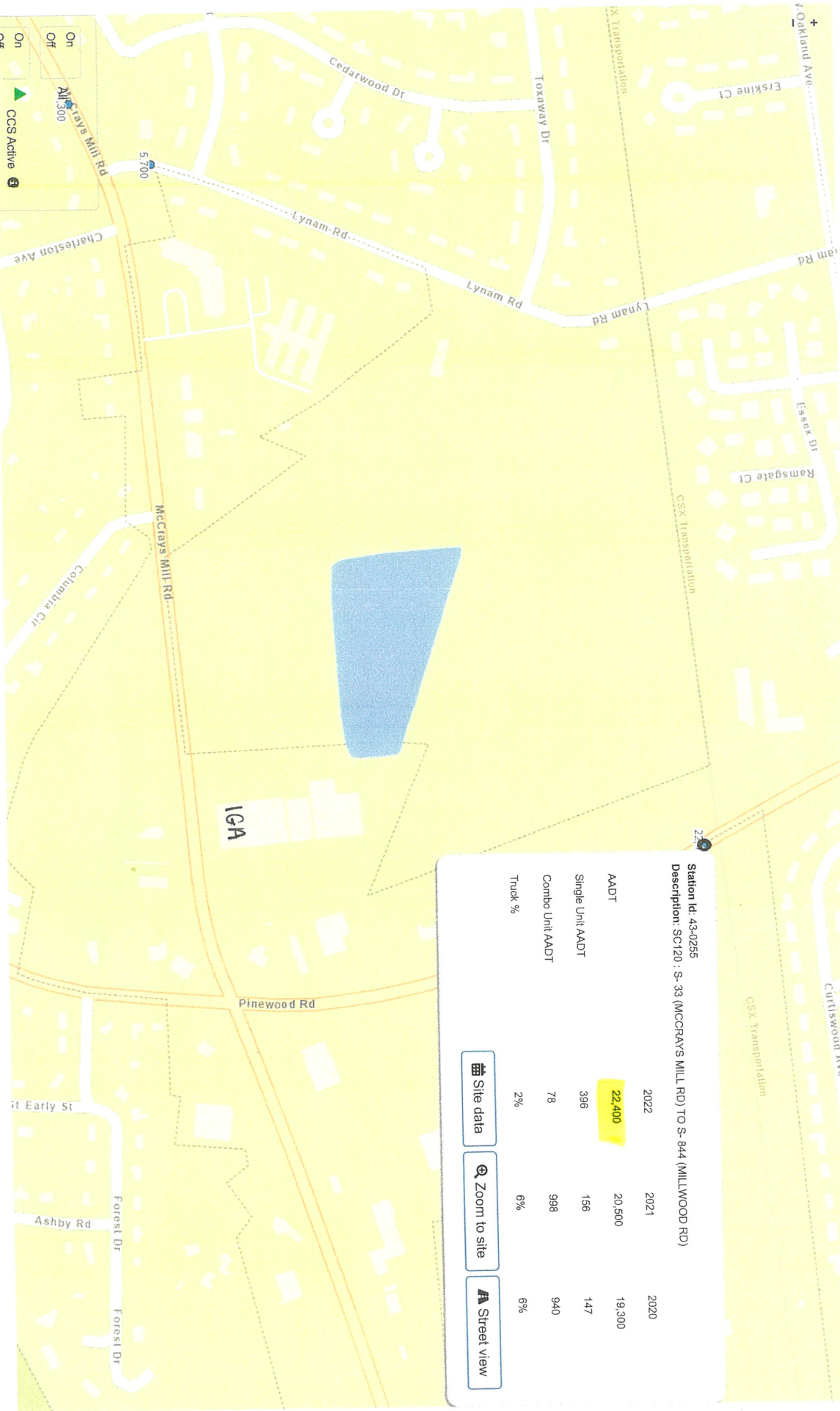




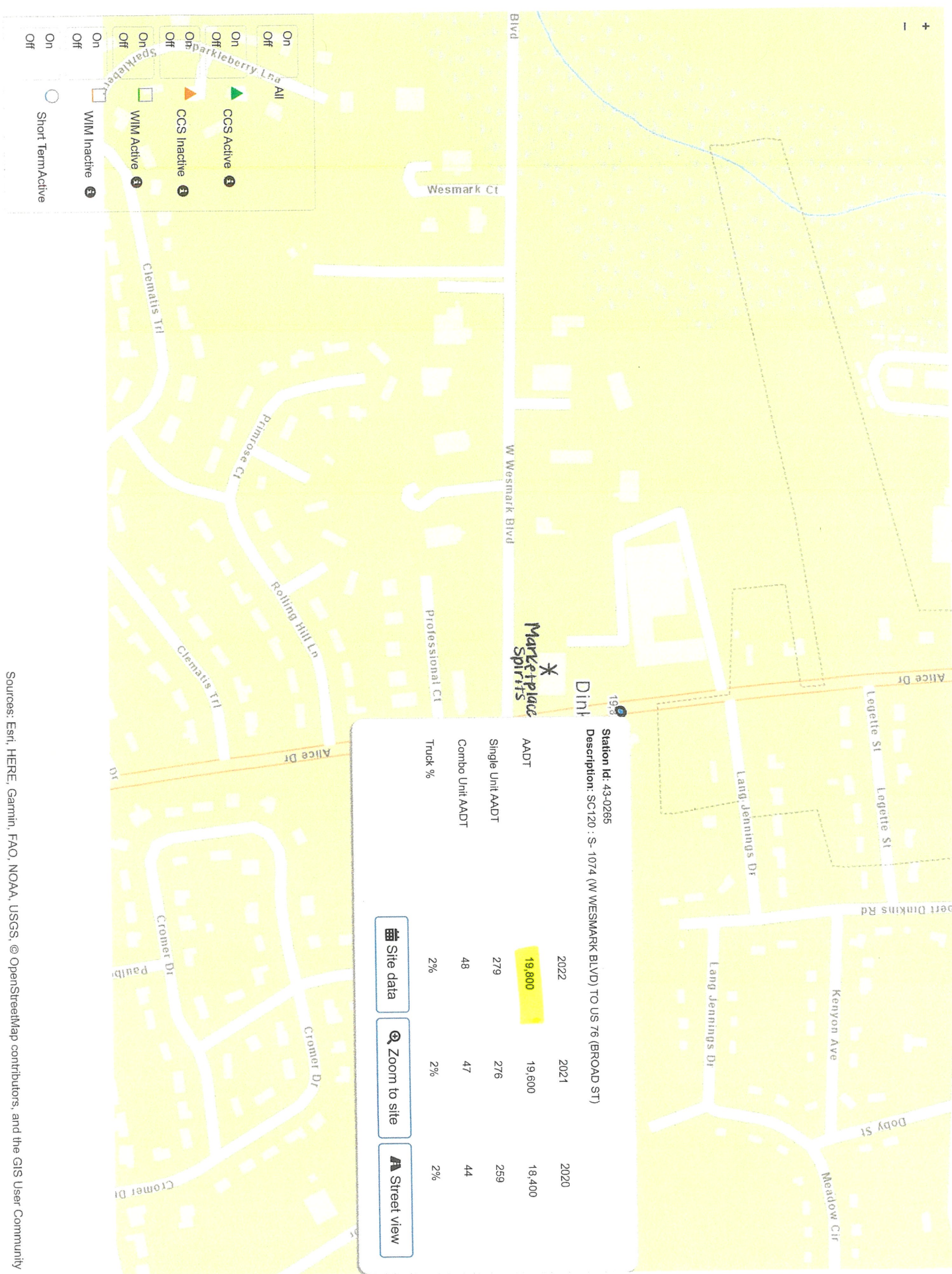


Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

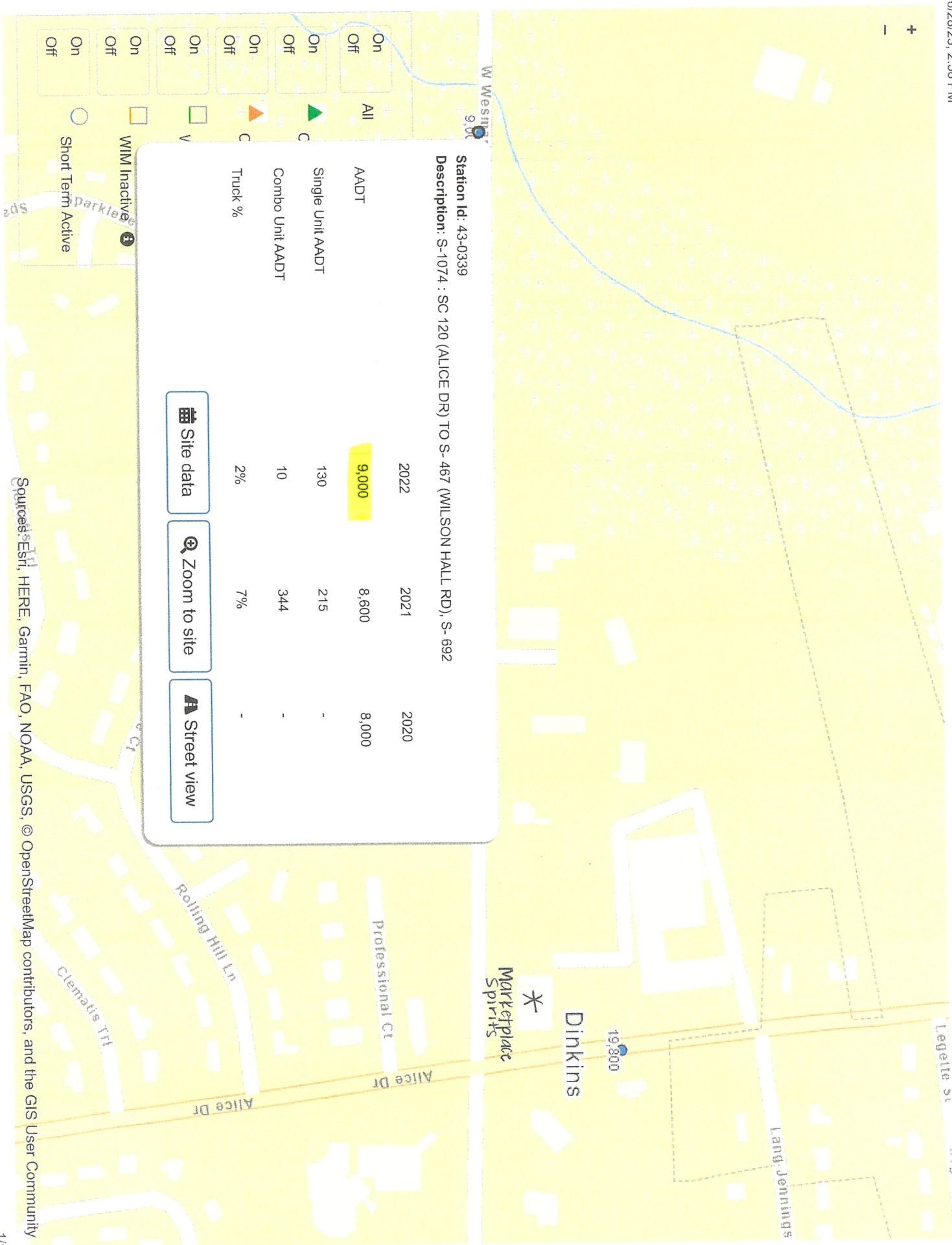


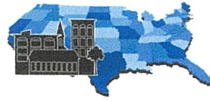












# EASI Demographics on Demand

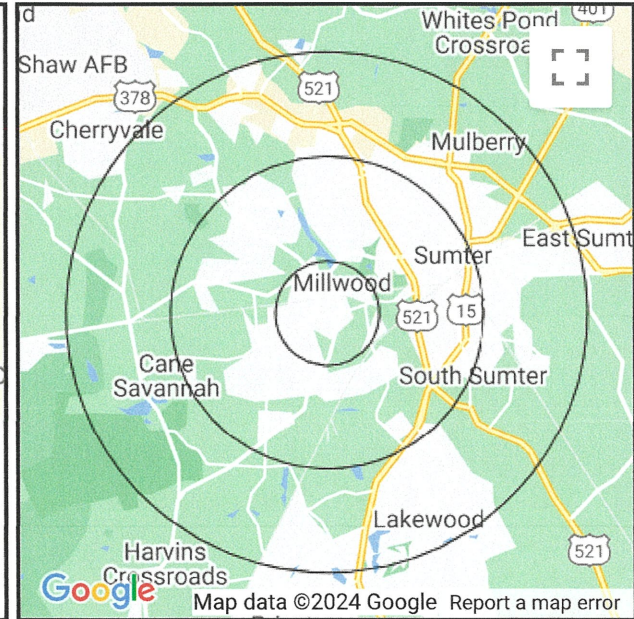
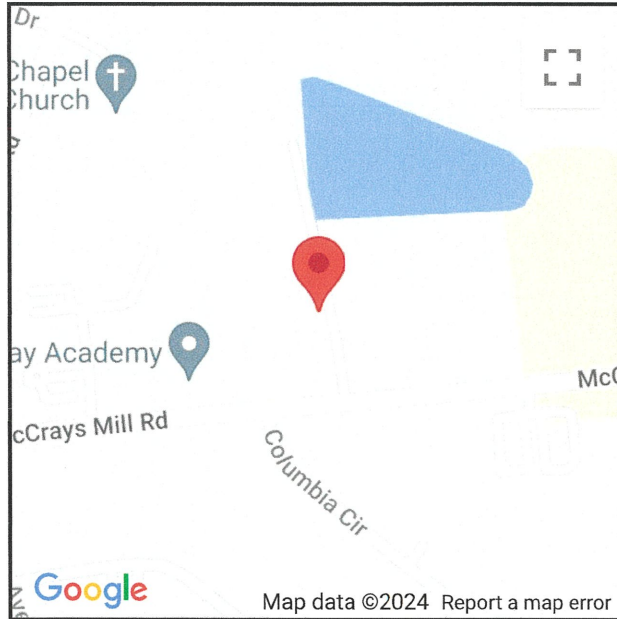
## Updated Site Selection Reports & Analysis

### Executive Summary

Address: 2035 McCrays Mill Rd Sumter, SC

Latitude: 33° : 54' : 16"

Longitude: -80° : 23' : 02"



Description	1 Miles	3 Miles	5 Miles
<b>POPULATION BY YEAR</b>			
Population (4/1/2000)	4,042	32,674	58,592
Population (4/1/2010)	4,045	33,490	61,810
Population (4/1/2020)	4,333	34,402	62,027
Population (1/1/2024)	4,259	34,055	61,408
Population (1/1/2029)	4,308	34,460	62,135
Percent Growth (2024/2020)	-1.71	-1.01	-1.00
Percent Forecast (2029/2024)	1.15	1.19	1.18

<b>HOUSEHOLDS BY YEAR</b>			
Households (4/1/2000)	1,506	12,420	21,949
Households (4/1/2010)	1,576	13,210	23,835
Households (4/1/2020)	1,795	14,003	25,121
Households (1/1/2024)	1,704	13,361	23,974
Households (1/1/2029)	1,694	13,287	23,843
Percent Growth (2024/2020)	-5.07	-4.58	-4.57
Percent Forecast (2029/2024)	-0.59	-0.55	-0.55

<b>GENERAL POPULATION CHARACTERISTICS</b>			
Median Age	45.3	43.1	40.2
Male	2,125	16,644	29,271
Female	2,134	17,411	32,137
Density	1,341.2	1,282.5	694.7
Urban	4,203	33,750	55,814
Rural	56	305	5,594

**GENERAL HOUSEHOLD CHARACTERISTICS**

<b>Households (1/1/2024)</b>	1,704	13,361	23,974
<b>Families</b>	1,013	8,750	15,455
<b>Non-Family Households</b>	691	4,611	8,519
<b>Average Size of Household</b>	2.49	2.50	2.50
<b>Median Age of Householder</b>	55.5	56.6	55.0
<b>Median Value Owner Occupied (\$)</b>	168,432	180,063	162,606
<b>Median Rent (\$)</b>	863	758	706
<b>Median Vehicles Per Household</b>	2.6	2.3	2.2

**GENERAL HOUSING CHARACTERISTICS**

<b>Housing, Units</b>	1,902	14,826	26,703
<b>Housing, Owner Occupied</b>	1,108	9,409	15,419
<b>Housing, Renter Occupied</b>	596	3,952	8,555
<b>Housing, Vacant</b>	198	1,465	2,729

**POPULATION BY RACE**

<b>White Alone</b>	2,108	17,070	26,329
<b>Black Alone</b>	1,719	13,798	29,101
<b>Asian Alone</b>	70	570	933
<b>American Indian and Alaska Native Alone</b>	6	94	246
<b>Other Race Alone</b>	68	481	1,267
<b>Two or More Races</b>	288	2,042	3,532

**POPULATION BY ETHNICITY**

<b>Hispanic</b>	202	1,253	2,574
<b>White Non-Hispanic</b>	2,068	16,757	25,814

**GENERAL INCOME CHARACTERISTICS**

<b>Total Household Income (\$)</b>	113,525,468	1,029,955,933	1,756,524,352
<b>Median Household Income (\$)</b>	52,157	59,072	56,094
<b>Average Household Income (\$)</b>	66,623	77,087	73,268
<b>Per Capita Income (\$)</b>	26,831	30,766	29,201

**RETAIL SALES**

<b>Total Retail Sales (including Food Services) (\$)</b>	10,285	684,835	1,472,206
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**CONSUMER EXPENDITURES**

<b>Total Annual Expenditures (\$000)</b>	99,259.3	821,416.3	1,413,676.9
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**EMPLOYMENT BY PLACE OF BUSINESS**

<b>Employees, Total (by Place of Work)</b>	1,002	15,542	28,734
<b>Establishments, Total (by Place of Work)</b>	65	786	1,306

**EASI QUALITY OF LIFE**

<b>EASI Quality of Life Index (US Avg=100)</b>	129	131	130
<b>EASI Total Crime Index (US Avg=100; A=High)</b>	89	83	102
<b>EASI Weather Index (US Avg=100)</b>	161	161	161
<b>BLOCK GROUP COUNT</b>	2	24	44

**Footnotes:**

© 2024 Easy Analytic Software, Inc. Easy Analytic Software, Inc. (EASI) is the source of all updated estimates. All other data are derived from the US Census and other official government sources. Consumer Expenditure data are derived from the Bureau of Labor Statistics.

All estimates are as of 1/1/2024 unless otherwise stated.



Easy Analytic Software, Inc.  
101 Haag Avenue, Bellmawr, NJ 08031  
phone: 856.931.5780  
fax: 856.931.4115



July 26, 2022

Ron Harrelson Jr.  
Dominion Energy of South Carolina  
1812 N Irby St  
Florence SC 29501

Mack Kolb  
mkolb@c21hawkinskolb.com

Re: Natural Gas Availability for Tax Map # 206-00-05-007 Tracts A,B,C & D McCray's Mill Rd,  
Sumter SC.

Mack,

This letter is to inform you that Dominion Energy does have natural gas service available in front of the property site on McCray's Mill Rd in Sumter SC. We recently extended 2" plastic gas main that is located on the opposite side of this property to serve the new Starbuck's & Taco Bell.

Any cost to serve a potential new Customer would be determined by their Natural Gas equipment load as well as distance off our main to the gas meter.

Please list me as the Dominion Energy/Natural Gas contact for this property to any potential buyer. If you have any additional questions please feel free to contact me at the phone number or email address below.

Sincerely,

*Ron Harrelson, Jr.*  
Ron Harrelson Jr.  
Dominion Energy Project Manager - Eastern Division  
1812 N. Irby St.  
Florence SC 29501  
Office - 843-676-3627  
Mobile – 843-992-7236  
[ron.harrelson@dominionenergy.com](mailto:ron.harrelson@dominionenergy.com)



E Book: 1327 Page: 4932 - 4946

13270493215 Pgs

June 10, 2024 08:26:31 AM Cons: \$0.00

Rec: \$25.00

E-FILED IN SUMTER COUNTY, SC TOTAL:\$25.00

RHONDA B. CARTER - REGISTER OF DEEDS SUMTER COUNTY

BY: KCS

**WHEN RECORDED MAIL TO:**

**FIDELITY NATIONAL TITLE CO - NCS DIV  
ONE EAST WASHINGTON STREET, SUITE 450  
PHOENIX, AZ 85004  
ATTN: JERRY STAECKELER  
(602)343-7550**

**ESCROW NO.: Z2348754/2348754A**

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**DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.**

**DOCUMENT TO BE RECORDED:**

**Declaration of Easements, Covenants and Restrictions**



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## DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("Declaration") is made and entered into this 31 day of MAY 2024 by McCrays, LLC, a South Carolina limited liability company ("Declarant") and with reference to the following facts:

WHEREAS, Declarant is the owner of the real property situated in the county of Sumter, state of South Carolina, as depicted in *Exhibit A* attached hereto and made a part hereof (the "Development"). The Development consists of four lots of real property designated as Lots A, B, C, and D (collectively the "Lots" and individually, a "Lot") as depicted on Exhibit A and more particularly described in *Exhibit B*, attached hereto and made a part hereof; and,

WHEREAS, Declarant desires to impose certain easements upon the certain of the Lots, and to establish certain covenants, conditions and restrictions with respect to the Lots, for their benefit and for the mutual and reciprocal benefit of the Lots and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant hereby reserves for itself and establishes, declares, covenants and agrees that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Lots shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, Declarant on its behalf and the behalf of its successors and assigns covenant and agree as follows:

1) **Definitions.** For purposes hereof:

- a) The term "Access Drive" shall mean the access driveway and related driveway improvements, paving, curbing, and entrances located on Lots C and D and shown on *Exhibit C* ("Access Drive").
- b) The term "Owner" or "Owners" shall mean Declarant and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Development, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- c) The term "Lot" or "Lots" shall mean Lots A, B, C, and D, and any permitted future subdivision(s) of such Lots.
- d) The term "Permittee" shall mean the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Lot, and/or (ii) such tenant(s) or occupant(s).

- e) The term "Site Plan" shall mean that site plan of the respective Lots shown thereon attached hereto as **Exhibit C** and by reference made a part hereof. Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only.

2) **Easements.**

- a) Grant of Easements. Subject to any express conditions, limitations or reservations contained herein, Declarant hereby grants, establishes, covenants, and agrees that Lots C and D, or portions thereof of shall be benefited and burdened by the following easements:
  - i) A non-exclusive, permanent, appurtenant easement burdening the portion of Lot C which lies within the boundaries of the Access Easement Area and benefitting Lot D for reasonable access, ingress and egress over, upon, across and through the areas identified in **Exhibit C** as the "Access Drive" for the purposes of pedestrian and vehicular access between McCrays Mill Road and Lots C and D.;
  - ii) A non-exclusive, permanent, appurtenant easement burdening the portion of Lot D which lies within the boundaries of the Access Easement Area, and benefitting Lot C, for reasonable access, ingress and egress over, upon, across and through areas identified in **Exhibit C** as the "Access Drive" for the purposes of pedestrian and vehicular access between McCrays Mill Road and Lots C and D.
  - iii) The Access Drive shall in no event be permanently blocked or closed by the Owner or Permittee of any Lot, provided, however, that temporary closure for emergencies, maintenance, repairs, casualty, or through a condemnation action, or by the order of a court or other governmental entity shall not be a violation of this provision.
  - iv) Following the initial installation of the Access Drive, the Owner of Lot C shall cause the Access Drive to be maintained in a good and workman-like manner in accordance with the terms of this Declaration. In regard to the Access Drive this shall mean maintenance, repair, and replacement of any cracked or broken surfaces and curbs, sweeping of dirt, rubble and debris as needed, removal of trash, re-striping as needed.
  - v) Whenever the Owner or Permittee of Lot C is permitted or required to perform maintenance, repairs, inspections, installations, relocations or replacements of the Access Drive, the Owner of Lot D shall be deemed to have granted a temporary maintenance easement to the Owner or Permittee of Lot C. Such temporary maintenance easement shall be limited in area to the location of the Access Drive plus ten (10) feet on each side thereof, and in duration as reasonably necessary to perform such work, as determined in such party's good faith judgment. Further, the Owner or Permittee of Lot C shall use reasonable efforts to avoid or minimize interruption or disturbance of the use and occupancy of the location of the Access Drive by the owners of Lot D during such interruption or disturbance. Except in the case of an emergency, the Owner or Permittee of Lot C shall provide notice to the Owner of Lot D prior to the

performance of such work, and, if such work will prohibit access to the Access Drive, in which case the Owner or Permittee of Lot C shall obtain the Owner or Permittee of Lots D's written agreement as to the time of the work, which shall not be unreasonably withheld, conditioned, or delayed.

- vi) The rights granted pursuant to such easements set forth in this Section shall at all times be exercised in such a manner as not to interfere materially with the normal operation of business.
- vii) Once commenced, any repair, maintenance, replacement or construction undertaken in reliance upon these easements shall be diligently prosecuted to completion so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner (the "Performing Owner") to enter upon a Lot of another Owner (a "Non-Performing Owner") for the exercise of any right pursuant to the easements set forth, or to prosecute work on the Non-Performing Owner's Lot if the same interferes with utility easements of a Performing Owner's, shall be undertaken only in such a manner so as to minimize any interference with the business of the Non-Performing Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the Non-Performing Owner, and the Performing Owner shall diligently repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Lot upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Performing Owner shall pay all costs and expenses associated therewith and shall defend (with counsel acceptable to the Non-Performing Owner), indemnify and hold harmless the Non-Performing Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing or anything contained in this Declaration to the contrary, the Owner(s) of a Lot and its/their Permittees shall in no event undertake any work described in this paragraph (except in the event of an emergency, or normal minor repairs which do not interfere with the ordinary course of businesses) on a Non-Performing Owner's Lot without the Non-Performing Owner's written consent, which shall not be unreasonably withheld, conditioned or delayed.
- viii) A perpetual, nonexclusive easement for a storm water drainage area ("Drainage Area Easement") across the areas more particularly shown in the attached **Exhibit D** to install, use, operate, maintain, buffer, repair, and replace the drainage areas and associated drainage pipes. Declarant covenants and agrees that the drainage areas' grades and drainage shall not be modified or altered without the consent of all other Parcel owners and any tenant of same. No Parcel shall be developed in any manner that would restrict, block or otherwise obstruct the free flow of water through the Drainage Area Easement. If the Owner of a Parcel seeks to alter the Drainage Area Easement in any manner, the owner of the Parcel pursuing such alteration ("Developing Parcel Owner") shall be responsible for the full cost and responsibility of altering the Drainage Area Easement and shall be required to obtain the prior consent (not to be unreasonably withheld) of the owner of every other Parcel Owner and any tenant thereon before

commencing such work. The Developing Parcel Owner shall not block or otherwise restrict the Drainage Area Easement without first constructing alternate drainage area(s) and necessary drainage lines so that drainage will be uninterrupted at all times.

- ix) Each Owner having rights with respect to an easement granted herein shall indemnify and hold the Owner whose Lot is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorney fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.
  - x) The easements granted in this Declaration shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Lot, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.
- b) **Joint Maintenance Contribution.** The Owners of Lots C and D shall share equally the cost of maintenance of the Access Easement area serving Lots C and D.
- i) The Owner of Lot C shall maintain, replace and repair the Access Drive serving Lots C and D. The reasonable, actual out-of-pocket expenses incurred in connection with performing the obligations set forth in the preceding sentence shall constitute the "Shared Costs." All books and records relating to the Shared Costs shall be maintained by the performing party for a period of not less than three (3) years and shall be made available to any Owner upon reasonable request. The Joint Maintenance Contribution of Lot D shall commence on the date a building permit for construction of a building to be used for the conduct of business on Lot D is issued. In the event the full amount of the Joint Maintenance Contribution is not paid within thirty (30) days following receipt by the Owner of Lot C of a written statement from the Owner, such amount shall accrue interest at the rate of ten percent (10%) per annum, commencing on the date of the statement, and a lien against the indebted Owner's Lot may be filed for such amount; provided, however, that any such lien shall be subject and subordinate, in all respects, to the lien of any mortgage and related documents filed against the Lot by any mortgage lender.
  - ii) Prior to performing any maintenance, repair or replacement of an improvement that would constitute a Shared Cost and, in the aggregate, require an expenditure of more than \$10,000, written notice shall be provided to the sharing owner setting forth the scope, schedule and cost of such work ("Work Notice"). In the event the sharing owner objects to the scope, schedule or cost of such work set forth in the Work Notice, such Owner may provide written notice to the Performing Owner within ten (10) days following delivery of the Work Notice setting forth such objection ("Objection Notice"). In the event of an Objection Notice, such the Owners shall engage a licensed engineer mutually acceptable to such Owners to review the objection,

and such engineer shall provide a written recommendation to address the issue raised in such objection, which recommendation shall be binding on all Owners. In the event the engineer so engaged determines as part of the engineer's recommendation that the cost of the work described in the Work Notice is at least eighty percent (80%) of the cost originally proposed the Owner delivering the Objection Notice shall pay all expenses associated with the engagement of, and the services provided by, that engineer ("Engineer Expenses").

3) **Restrictions.** The Lots A, B, C, and D shall be subject to the following covenants, conditions and restrictions:

a) **Prohibited Uses.** None of the following uses shall be permitted on any Lot without the written consent of the Owners of the other Lots subject to this Declaration (collectively, the "Prohibited Uses"):

- i) pawn shop;
- ii) funeral home or mortuary;
- iii) church or other place of worship;
- iv) flea market;
- v) tattoo parlor or body piercing establishment;
- vi) adult video store and adult book store;
- vii) adult entertainment club; discotheque, dance hall, or night club;
- viii) place of betting, gambling, bingo, or other gaming;
- ix) on-site dry cleaner;
- x) junk yard;
- xi) manufacturing operation;
- xii) bingo parlor;
- xiii) any "second hand" store or liquidation outlet;
- xiv) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard;
- xv) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building);
- xvi) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation;
- xvii) any living quarters, sleeping apartments or lodging rooms;
- xviii) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater;
- xix) any bar or tavern; provided, however, a bar within a restaurant shall be permitted;
- xx) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade;
- xxi) any use which creates fire, explosives or other hazards;
- xxii) anything constituting a public or private nuisance.

- b) **Lot C Exclusive.** Absent the written consent of the then owner of Lot C, Lots A, B and D, or any part thereof, shall not be leased, rented, occupied, or allowed to be leased, rented or occupied, for the operation of an "Auto Center" which is defined herein as a business engaged in the sale of automobile tires, oil changes, and/or general automotive repair (the "Auto Center Exclusive"). The Auto Center Exclusive shall expire automatically however, if Express Oil Change, its successors, affiliates, assigns or assignees, initially opens for business on Lot C and subsequently ceases to operate on Lot C as an Auto Center for more than three hundred sixty-five (365) consecutive days, and such closing is not the result of renovations, alterations or remodeling or casualty, condemnation, events of force majeure, or government mandated closures.
- c) **Parking.** No Owner shall allow for its Permittees to park on any other Owner's Lot. No Owner or Permittee may include the parking on any other Owner's Lot for purposes of satisfying any governmental parking ratio requirements.
- 4) **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of any Lot. No easements, except those expressly set forth herein, shall be implied by this Declaration.
- 5) **Remedies.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled to exercise all available remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. If any Owner fails to fulfill any obligation in the manner required by this Declaration (herein a "Defaulting Owner"), any other Owner (the "Innocent Owner") may notify such Defaulting Owner of such default (the "Default Notice"), specifying with particularity the manner in which such Defaulting Owner has defaulted. If such breach is not corrected within thirty (30) days after receipt of the Default Notice or for a shorter reasonable period of time after written notice in the event of an emergency, (or if such breach is such that it cannot be corrected within thirty (30) days, if the Defaulting Owner does not commence the correction of such breach promptly and diligently prosecute the correction to completion thereafter) ("Defaulting Owner Cure Period"), then any Innocent Owner shall thereafter have the right (but not the obligation) to remedy the default specified in the Default Notice and seek and recover its costs of doing so from the Defaulting Owner. In such circumstances, the Defaulting Owner shall reimburse the Innocent Owner for all reasonable and properly documented expenses incurred by the Innocent Owner to rectify such default within fifteen (15) days after the Defaulting Owner receives written documentation detailing each of the expenditures incurred and paid by such Innocent Owner ("Default Expenses"). If the Default Expenses are not paid within fifteen (15) days of receipt by the Defaulting Owner (i) the amount of the Default Expenses shall bear interest at the rate of





ten percent per annum from the date such expenditures were paid by the Innocent Owner, until the date paid by the Defaulting Owner; and (ii) the Innocent Owner rectifying such default shall thereafter be authorized to file a lien in the amount of the Default Expenses and any accrued interest on the Defaulting Owner's Lot from and after the end of the Defaulting Owner Cure Period (which lien shall be subordinate to any mortgage on such Lot unless notice of such lien has been recorded with the Recorder of Deeds of Sumter County, South Carolina prior to the recording of such mortgage). It is the intent of the parties that such lien shall be inferior and subordinate to the lien of any valid mortgage now existing or which may hereafter be placed on said property securing the payment of a loan made by an entity whose deposits are insured or guaranteed by an agency of the United States Government, unless the lien is filed prior to the recording of the mortgage. The parties agree that the respective Permittees of any Lot Owner are each intended as a third-party beneficiary of this Declaration, shall have the same rights and remedies as an Owner with respect to any default by any other Owner under this Declaration, and may enforce this Declaration in the same manner as that Owner. Any person authorized by this Declaration to enforce the remedies provided for in this paragraph shall also be entitled to recover expenses it incurs to prepare, record and release any lien for Default Expenses.

- 6) **Term.** This Declaration shall be effective commencing on the date of recordation in the Official Public Records of Sumter County, South Carolina and, unless all Lot Owners agree in writing to amend or terminate this Declaration by a written and recorded instrument, shall remain in full force and effect thereafter for ten (10) years. At the conclusion of the fifty (50) year period, this Declaration shall be automatically renewed for successive ten (10) year periods unless all Lot Owners agree in writing to amend or terminate this Declaration by a written and recorded instrument as stated above.

7) **Miscellaneous.**

- a) **Attorney Fees.** In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorney fees incurred in the preparation and prosecution of such action or proceeding.
- b) **Amendment.** Except as otherwise described herein, this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all Lot Owners subject to this Declaration at the time such consent is to be obtained. Provided, however, no such amendment, modification or termination shall negatively affect the rights of any Lot Owner in any material manner, including, but not limited to, permitted use rights, unless such Lot Owner has joined in the execution of such amendment, modification, or termination.
- c) **No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

- d) **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- e) **Grantee's Acceptance.** The grantee of any Lot or any portion thereof; by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent Owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
- f) **Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Owner of a Lot may establish or change from time to time its address for notices hereunder by like notice to the other Lot Owner(s). Upon request of any Owner and upon said Owner paying the recording fees therefor, Declarant will record a notice of address of said Owner, referencing the recording information of this Declaration therein. The notice address of the Declarant is shown below:
- Attn: O. Mack Kolb  
688 Bultman Drive  
Sumter, SC 29150
- g) **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance, and enforcement of this Declaration.
- h) **Extent of Liability.** Notwithstanding any other provision contained in this Declaration to the contrary, Declarant agrees that the obligations and liability of each Owner of any Lot shall be limited solely to such Owner's interest in its respective Lot, as such interest is constituted from time to time. Nothing contained in this section shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such Owner's interest in its Lot, as such interest may be constituted from time to time.

- i) **No Consequential or Punitive Damages.** Notwithstanding any other provision of this Declaration to the contrary, in no event shall any Party be liable for punitive or consequential damages hereunder.
- j) **Estoppel Certificate.** Any Owner may, at any time and from time to time, in connection with the sale, leasing or transfer of the Owner's Lot or in connection with the financing or refinancing of the Owner's Lot by bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver written notice to the other Owners requesting such Owners to execute certificates certifying that to the best knowledge of the other Owners (a) the requesting Owner is not in default in the performance of its obligations under this Declaration, or, if in default, to describe therein with specificity the nature and amount of any and all defaults, and (b) confirming that this Declaration has not been amended (or if so, identifying the amendments), and is in full force and effect, and (c) confirming that there are no amounts owed by or liens filed with respect to such Owner or such Owner's Lot. Each Owner receiving such request shall execute and return such certification within twenty (20) days following the receipt of such request. Failure by an Owner to so execute and return such Certificate within the twenty-day-period shall be deemed an admission on such Owner's part that the Owner requesting the certificate is current and not in default in the performance of such Owner's obligations under this Declaration.

IN WITNESS WHEREOF, this Declaration is executed as of the day and year first above written.

Date executed: 05/31/2024

IN THE PRESENCE OF

DECLARANT:

McCrays, LLC

*Virginia*  
Witness #1

*Julian J. Singleton*  
Julian J. Singleton, Managing Member

*Barbara J. Vest*  
Witness #2

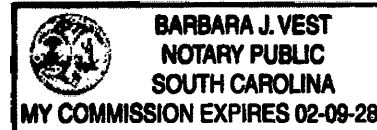
STATE OF SOUTH CAROLINA )  
COUNTY OF SUMTER )

ACKNOWLEDGMENT

I, *Barbara J. Vest*, Notary Public for the State of South Carolina, do hereby certify that Julian J. Singleton, Managing Member of McCrays, LLC, did appear before me this day and acknowledge the due execution of the foregoing document.

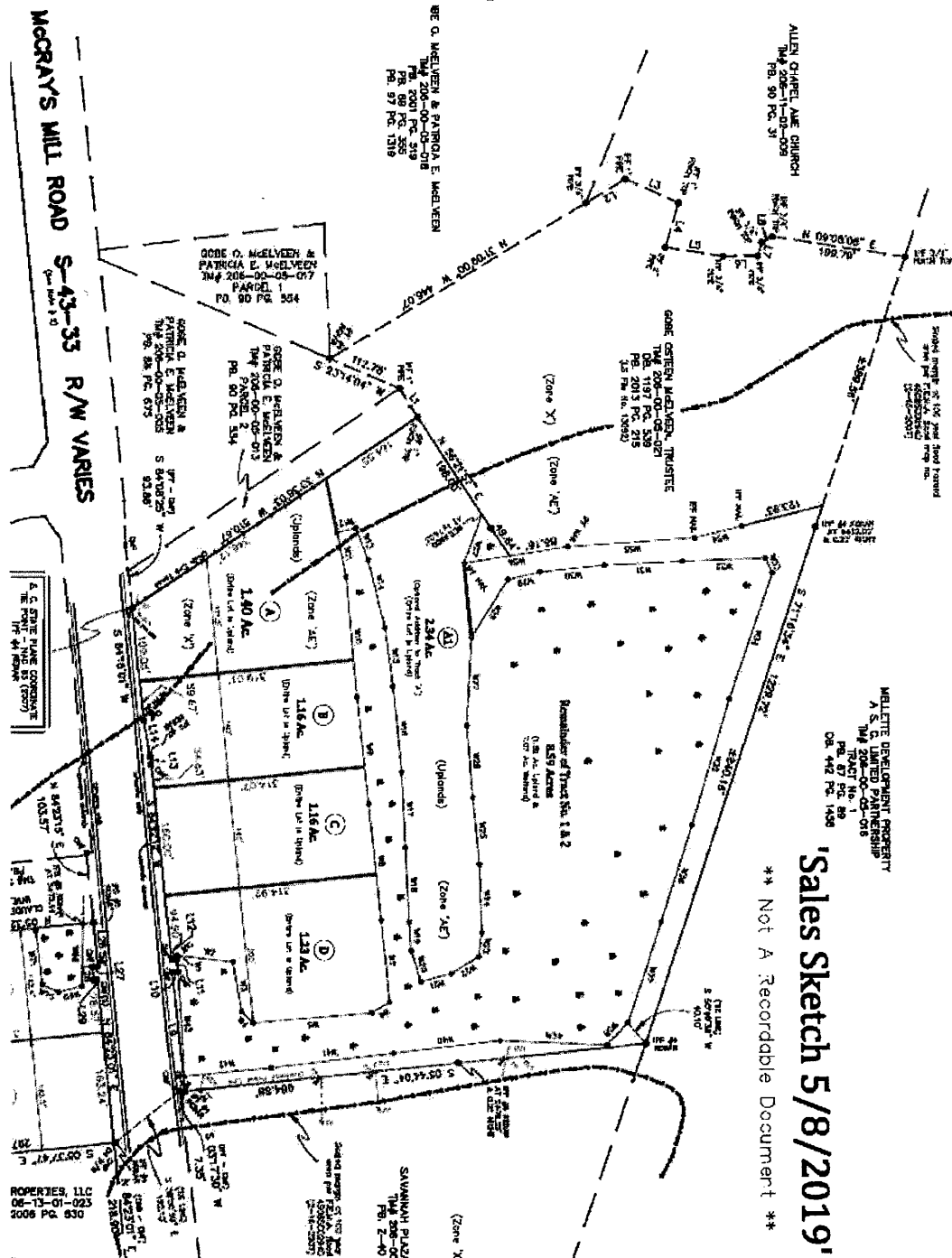
Witness my Hand and Official Seal this *31st* day of *May*, 2024.

*Barbara J. Vest*  
Notary Public for SC  
My Commission Expires: *2/9/28*



# EXHIBIT A

## "The Development"



'Sales Sketch 5/8/2019'

\*\* Not A Recordable Document \*\*

**EXHIBIT B –**

**LOT A**

All that certain piece, parcel or lot of land containing approximately 1.40 acres, currently a portion of Sumter County TMS #206-00-05-006, designated as Lot A on Exhibit A, being the eastern most lot on 'Sales Sketch 5/8/2019', being bounded on the North by the "Drainage Area Easement" as shown in Exhibit D, on the East by Lot B, said Sales Sketch, on the South by McCray's Mill Road, and on the West by land, now or formerly, of Osteen.

**LOT B**

All that certain piece, parcel or lot of land containing approximately 1.16 acres, currently a portion of Sumter County TMS #206-00-05-006 and #206-00-05-007, designated as Lot B on Exhibit A, being bounded on the North by the "Drainage Area Easement" as shown in Exhibit D, on the East by Lot C as shown on 'Sales Sketch 5/8/2019', on the South by McCray's Mill Road, and on the West by Lot A, said Sales Sketch.

**LOT C**

All that certain piece, parcel or lot of land containing approximately 1.16 acres, currently a portion of Sumter County TMS #206-00-05-007, designated as Lot C on Exhibit A, being bounded on the North by the "Drainage Area Easement" as shown in Exhibit D, on the East by Lot D as shown on 'Sales Sketch 5/8/2019', on the South by McCray's Mill Road, and on the West by Lot B, said Sales Sketch.

**LOT D**

All that certain piece, parcel or lot of land containing approximately 1.23 acres, currently a portion of Sumter County TMS #206-00-05-007, designated as Lot D on Exhibit A, being the western most lot on 'Sales Sketch 5/8/2019', being bounded on the North by the "Drainage Area Easement" as shown in Exhibit D, on the East by land, now or formerly, of Savannah Plaza, LLC, on the South by McCray's Mill Road, and on the West by Lot C, said Sales Sketch.



# EXHIBIT C

"Access Drive"

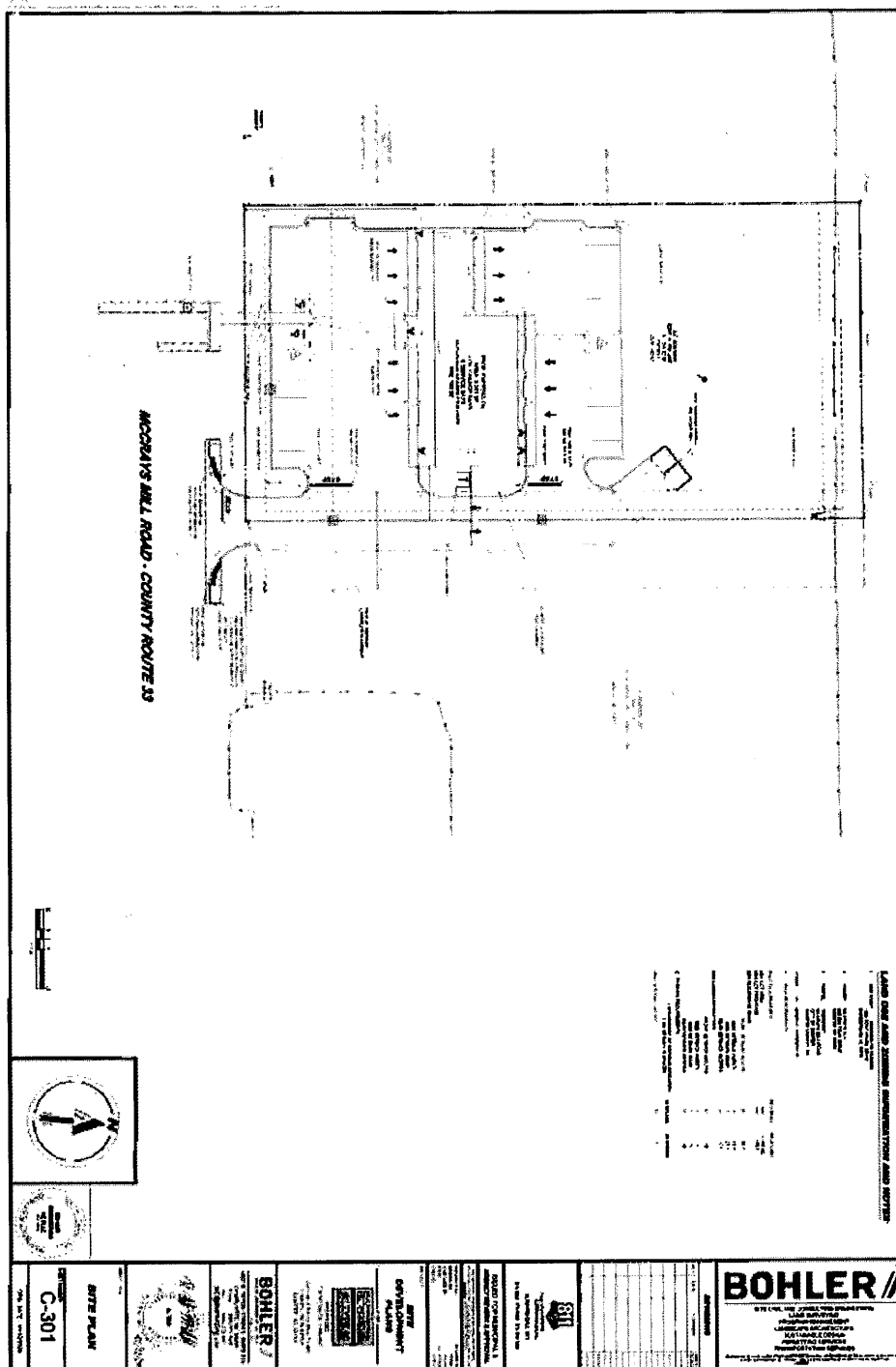


EXHIBIT D

# "Drainage Area Easement"

