

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

**RESTRICTIVE COVENANT for  
FLOODPLAINS and WETLANDS**

When recorded return to:  
Lexington County Community Development  
212 S. Lake Drive, Suite 401  
Lexington, South Carolina 29072

**DECLARATION OF RESTRICTIVE COVENANT**

This Declaration of Restrictive Covenant ("**Declaration**") is executed as of this 15th day of November, 2021 (the "**Effective Date**"), by County of Lexington ("**Owner**").

**RECITALS**

WHEREAS, County of Lexington, as recipient of Community Development Block Grant – Mitigation (CDBG-MIT) Program Grant Number B-18-UP-45-0001, has purchased the property which is more fully described on Exhibit "A" hereto (the "**Property**").

WHEREAS, a condition of said CDBG-MIT Program Grant is to remove any structure from the Property and that the Property is to be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational area, or floodplain and/or wetland management area

WHEREAS, the purpose of this Declaration is to provide for permanent preservation of the Property, as set forth herein.

NOW, THEREFORE, County of Lexington does hereby declare that the special covenants and restrictions contained herein shall be the covenants running with the land and shall apply to the Property as described below:

1. **Terms.** Pursuant to the terms of the U.S. Department of Housing and Urban Development (HUD) Block Grant, the following conditions and restrictions shall apply in perpetuity to the Property and acquired by County of Lexington:

A. **Compatible uses.** The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; camping; unimproved, unpaved parking lots; buffer zones; and other uses consistent with HUD guidance for open space acquisition, Hazard Mitigation Assistance,

Requirements for Property Acquisition and Relocation for Open Space. In all cases, use of the property shall also be governed by all applicable local ordinances, including but not limited to planning and zoning regulations. In the event of conflict between Federal, State or Local regulations, the more stringent land use regulations shall govern the property use. Additionally, property located within a housing area, subdivision, business district, industrial area and/or any other "developed area" must also comply with previously existing Property Deed Restrictions that may exist.

**B. Structures.** No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a. above. Any improvements on the Property shall be in accordance with proper floodplain management policies and practices.

2. **Enforcement.** County of Lexington and/or the US Department of Housing and Urban Development shall have the sole responsibility to enforce the terms of the covenants herein.
3. **Unenforceability.** If any provision of this Declaration is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
4. **Governing Law.** This Declaration shall be construed and enforced in accordance with the laws of the State of South Carolina.
5. **Amendments.** This Declaration may be amended or canceled only by written instrument executed by HUD and the then-current owner of the Property.
6. **No General Public Access.** This Declaration does not establish any rights of access in favor of the general public for any purposes whatsoever.
7. **Entire Agreement.** This Declaration constitutes the entire agreement of the Owner with respect to the subject matter hereof and supersedes all prior negotiations or discussions, whether oral or written, with respect thereto.

[Signature Block on Following Page]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be signed by its duly authorized representatives, as of the day and year first above written.

COUNTY OF LEXINGTON

  
Witness One

  
By: Robert B. Derrick  
Its: Community Development Director

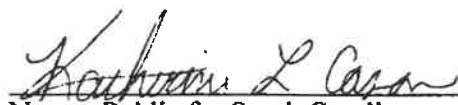
  
Witness Two

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

**ACKNOWLEDGEMENT**

I, the undersigned Notary Public, do hereby certify the Lender, the **COUNTY OF LEXINGTON**, State of South Carolina by **Robert B. Derrick** its Community Development Director personally appeared before me this 9 day of March 2023, and acknowledged the due execution of the foregoing instrument.

  
Notary Public for South Carolina

My Commission Expires: 12-13-26

(SEAL)