

PREPARED BY AND RETURN TO:  
[INSERT]

## SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** (this “Deed”) is made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by [\_\_\_\_\_] a [\_\_\_\_\_] (“Grantor”), whose address is \_\_\_\_\_ to [\_\_\_\_\_] a [\_\_\_\_\_] (“Grantee”), whose address is [\_\_\_\_\_].

### WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all of the real property in Oconee County, South Carolina, more particularly described on **Exhibit “A”** attached hereto and made a part of this Deed (the “Property”), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to the restrictions, easements, agreements, reservations and other matters set forth on **Exhibit “B”** attached hereto and made a part hereof and other matters of record (collectively, the “Permitted Exceptions”), but such reference shall not act to re-impose same.

**TO HAVE AND TO HOLD** the same in fee simple forever.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by, through or under Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee’s title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other. By acceptance and execution of this Deed, Grantee hereby agrees to the following terms and provisions.

### 1. USE AND DENSITY RESTRICTIONS.

#### 1.1 Use Restrictions.

1.1.1 Grantee agrees that the Property may only be used for single family residential use. The home on the Property shall have an enclosed heated and cooled square footage of 1,200 square feet or more. Mobile homes, trailers, campers, recreational vehicles (e.g., RVs) and/or tiny homes may not be used as residential structures and are specifically not allowed on the Property; provided that Grantee may park or store a camper or recreational vehicle on the Property so long as no person is residing in or occupying such camper or recreational vehicle while on the Property. **One** (1) Accessory Dwelling Unit (“ADU”) (defined below) may be constructed on the Property. No ADU may be used as a primary residence. For the purposes of this Section 1.1.1, “ADU” shall mean a smaller, independent residential dwelling unit located on the same lot as a stand-alone (i.e., detached) single-family home.

1.1.2 No building or other structure may be constructed within 50 feet of any front or back Property boundary or within 25 feet of any side Property boundary.

1.1.3 Without limitation of anything in this Section 1.1, no business or business activity shall be carried out on or upon the Property at any time, except for remote “work from home” or agricultural practices related to homesteading and equine activities (including, without limitation, boarding, training and breeding). Any and all Livestock must be securely kept within fences, and all such fences shall be maintained and secured at all times. For purposes of this Section 1.1.3, “Livestock” shall mean cattle, sheep, horses, goats, and other domestic animals ordinarily raised or used on the farm.

1.1.4 The Property may not be used for any other purpose or use except as provided in this Section 1.1 without Grantor’s prior written consent.

1.2 **Vehicles; Disposal Yards.** The Property shall not be used for a junkyard or disposal yard for waste or debris. Waste or garage shall be kept in sanitary containers and kept out of sight of the road and any neighboring lot owners. Vehicles without current, valid tags and registration must be kept in a garage.

1.3 **Compliance with Laws.** Grantee will comply, at its expense, with all environmental, land use and any other ordinances (including, without limitation, any wastewater regulations), statutes and regulations applicable to the Property or to the improvements constructed thereon, as well as to all governmental rules, regulations, statutes and ordinances applicable to Grantee in connection with its development and operations of the improvements located on the Property.

2. **MISCELLANEOUS.**

2.1 **Successors and Assigns.** The easements, covenants, restrictions and other terms contained herein shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof.

2.2 **Modification.** The terms and provisions contained herein may be modified by the then owner of any portion of the Property whose lands are affected by such amendment, the owner of the lands which are directly benefited by any provision of this Deed to be amended, and Grantor or its successors or assigns.

2.3 **Notice.** Any notice required to be given hereunder will be effective only if such notice has been sent by express 24 hour guaranteed courier or delivery service, or by U. S. first class certified mail, postage prepaid, addressed to the other party as follows (or to such other place as any party may by Notice to the other specify).

**To Grantee:**

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**To Grantor:**

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**Copy to:**

Nicholas A. Dyal, Esquire  
Gunster, Yoakley & Stewart, P.A.  
1 Independent Drive, Suite 2300  
Jacksonville, Florida 32202

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non acceptance.

2.4 **Remedies for Default.** Unless a specific period of time is herein stated, the terms hereof shall be binding upon Grantee and its successors and assigns as owners of the Property for a period of fifty (50) years from the date hereof. To the extent that any party bound shall default in its obligations pursuant to the terms of this Deed, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

2.5 **Severability.** Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

2.6 **Attorneys' Fees.** In the event litigation shall be commenced to enforce any party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

2.7 **South Carolina Law.** This Deed shall be construed and interpreted in accordance with the laws of the State of South Carolina. The venue for any proceeding of a dispute hereunder shall be in the South Carolina Circuit Court in and for Oconee County, South Carolina or the Federal Courts in Seneca, South Carolina.

2.8 **Waivers and Releases.** Grantor may, without the approval or joinder of Grantee or any other person or entity, waive or cancel in writing, any of the restrictions or provisions set forth herein in favor of Grantor, in whole or in part at any time or from time to time. No waivers shall be effective against Grantor unless in writing. In addition, Grantor may assign any and all of its rights, powers, obligations and privileges under this Deed to any other entity or person, without the consent or joinder of Grantee or any party. Upon such assignment, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed arising from and after the date of the assignment.





**EXHIBIT "A"**

**PROPERTY**

**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**