

Feb 12, 1987

**The State of South Carolina
COUNTY OF KERSHAW**

C. W. Wooten,

to

John Doe

RESTRICTIVE COVENANTS

HAIG'S CREEK SUBDIVISION

BAXLEY, PRATT & WELLS, P.A.
P.O. BOX 489
ELGIN, SOUTH CAROLINA 29045
(803) 438-9299

Restrictive Covenants

I hereby certify that the within ~~1111~~ was
filed for record in my office at 9:45A. M.
clock on the 12th day of February
19 87, and was immediately returned
upon the proper invoices and fee, recorded
in Book JA of Deeds, p. 398
Barbara M. Reeves
Clerk of Court of C. P. & G. S. for Kershaw County, S. C.

JA/398

STATE OF SOUTH CAROLINA)
)
COUNTY OF KERSHAW)
)
C. W. Wooten,)
)
to)
)
John Doe)
)

RESTRICTIVE COVENANTS

FILED
RECORDS
SECTION
KERSHAW COUNTY
SOUTH CAROLINA

KNOWN ALL MEN BY THESE PRESENT, that C. W. Wooten, owner of the property hereinafter described and known as **HAIG'S CREEK SUBDIVISION**, proposing to subdivide or have subdivided the property hereinafter described and desiring to restrict the subsequent use of said property, does hereby covenant and agree with John Doe, representing all persons who may hereafter purchase any said lot in said described area as follows:

That the area covered by these restrictions is described as follows:

Lots 1 through 22, inclusive, of BLOCK A and Lots 1 through 20, inclusive, of BLOCK B as shown on a plat of Haig's Creek Subdivision prepared for C. W. Wooten by Daniel Riddick and Associates dated April 16, 1986 and recorded in the office of the Clerk of Court for Kershaw County in Plat Book 37, at page 1845.

A. USE: No lot shall be used for any purpose other than for residential purposes. No modular, pre-fabricated structures, mobile homes or temporary structures shall be permitted on any lot and no building shall be erected, altered, placed or permitted to remain on any lot other than one single-family detached dwelling and private car garage. No commercial activity

shall be conducted on the premises or within the dwelling. No lot shall be subdivided or reduced in size, except that a lot may be subdivided, with approval of the appropriate County authorities, and each portion of the subdivided lot shall be immediately owned or acquired by the owners of the immediately adjacent lots so as to "annex" such portion to the previously owned adjacent lot. Any lot so subdivided shall be subject to the same restrictions as the lot to which it is annexed.

B. LOT BOUNDARIES: No residence building shall be located on any lot fronting or bounding nearer than forty (40') feet to the front lot line. No residence shall be located closer than fifteen (15') feet to any side lot line. Exceptions to the above are detached garages for not more than two automobiles, which shall be located on the lot to the rear of the main structure, and preferably on the rear one-fourth (1/4) of the lot, but shall be no nearer than five (5') feet to the inside lot line. On corner lots, such garages must be so placed near the inside lot line in order not to restrict the front view of the houses on adjacent lots.

C. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or permitted to be done thereon which may be or become an annoyance or nuisance to or for the neighborhood. For the purpose of these restrictions and restrictive covenants, the following which shall not be exclusive of other matters shall be considered nuisances:

commercial activity of any sort, unlicensed and/or inoperable vehicles, unkempt shrubbery and unkempt lawns, trash and junk. All garbage containers must be stored out of view from the front of the residence.

D. OTHER STRUCTURES: No trailer, modular structure, mobile homes, pre-fabricated structures, basements, tents, shacks, garages, barns, outbuildings or other structures of a temporary character shall be used at any time on any lot as a residence, temporary or permanently.

E. ANIMALS: No animals, livestock or poultry of any kind shall be kept, raised or bred on any lot, except dogs, cats, and other household pets which shall be restricted to the owners premises and not permitted to run at large, but no such animals shall be kept, bred or maintained for any commercial purpose.

F. VEHICLES: All vehicles and automobiles must be currently licensed and in operable condition. No abandoned vehicles or commercial trucks over three quarter ton will be permitted.

G. APPROVALS: All improvements to said lots, including but not limited to, fences, walls, outbuildings, sheds, garages, and all exterior changes to residences must have ~~prior written approval from the developer, C. W. Wooten, his heirs or assigns,~~ ^{be submitted in writing} ~~prior to installation or erection.~~ ^{High Creek I Homeowners Association Architectural Review Committee}

and must have prior written

All Building Plans and Elevations must be submitted to and approved in writing by the developer, C. W. Wooten, his heirs or assigns, prior to beginning construction.

H. SQUARE FOOTAGE: All residences buildings shall contain a minimum of fifteen hundred (1,500) square feet of heated space excluding open porches, breezeways, carports, garages, basements and room/over garages. Story and one-half and two story homes must have a minimum of one thousand (1,000) square feet of heated space on the first level.

~~I. AMENDMENT AND REVISION: The developer, his heirs or assigns, reserve the right unto itself to revise, resubdivide and change the size, shape, dimensions and locations of lots shown thereon. **PROVIDED HOWEVER** that no such revision shall adversely affect the overall subdivision plan and no lot sold prior to such revision shall be deprived of that portion of any street on which it bounds, nor shall it be deprived of access from the streets of the subdivision.~~

J. EASEMENTS: Nothing shall prevent the utilization of any lots or portion of lots for public utility purposes or for street or lane purposes.

K. COVENANTS: These covenants are to run with the land and shall be binding upon all the parties and all persons claiming under them until July 1, 2006, at which time said Covenants shall be automatically extended for successive periods

of ten (10) years unless by a vote of the majority of the owners of the lots in Block A and Block B of Haig's Creek Subdivision.

L. REMEDY: If the parties hereto, or any of them, or their heirs or assigns, or future owners, shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenants, and to prevent him or them from so doing. Any damages incurred by the violation or attempted violation can be justifiably recovered from the violation or attempted violation by legal proceeding.

M. SEVERABILITY: Invalidation of any one of these restrictions and restrictive covenants by judgment or Court Order shall in no way affect the validity of any other restriction or restrictive covenant, which restrictions and restrictive covenants shall remain in full force and effect.

N. AMENDMENT: These Restrictive Covenants may be amended at any time by an instrument of equal formality with this document executed by at least seventy-five (75%) percent of the owners of the parcels known as Block A and Block B of Haig's Creek Subdivision.

IN WITNESS WHEREOF, I have set my hand and seal this 6th day of February, 1987.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF

Joanne M. Truesdell
Witness

C. W. Wooten
C. W. Wooten

Rebecca L. Gorman
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW)

PROBATE

PERSONALLY appeared before me Joanne M. Truesdell and made oath that she saw the within-named C. W. Wooten sign, seal and, as his act and deed, deliver the within-written Proposed Restrictive Covenants, and that she with Rebecca L. Gorman witnessed the execution there-of.

Joanne M. Truesdell

SWORN to before me this the 6th day of February, 1987.

Rebecca L. Gorman (L.S.)
Notary Public for South Carolina
My Commission Expires: 2/9/92

Aug 19, 1991

05883

BK0040PG300

FILED FOR RECORD

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW)

AMENDMENT TO RESTRICTIVE COVENANTS

91 AUG 19 PM 3:12
MATHILDA WOODCOCK,
CLERK OF COURT
KERSHAW COUNTY, S.C.

WHEREAS certain restrictive covenants dated February 6, 1987 were filed in the office of the Clerk of Court for Kershaw County on February 12, 1987 in Deed Book JA at page 398 covering Haig's Creek Subdivision consisting of Forty-two (42) lots, 1 through 22, inclusive, of Block A and lots 1 through 20, inclusive, of Block B as shown on a plat of Haig's Creek Subdivision prepared for C.W. Wooten by Daniel Riddick and Associates dated April 16, 1986 and recorded in the office of the Clerk of Court for Kershaw County in Plat Book 37, at page 1845.

WHEREAS Paragraph "N" of the said restrictive covenants allows the covenants to be amended by the written consent of at least seventy-five (75%) percent of the then owners of the lots mentioned above.

NOW THEREFORE the undersigned, being a 75% of the present lot owners, hereby amend Paragraph "G" of the said restrictive covenants to change the approval authority from the Developer C.W. Wooten to Haig's Creek I Homeowner's Association Architectural Review Committee. Paragraph "G" shall henceforth read as follows:

G. All improvements to said lots, including but not limited to fences, walls, outbuildings, sheds, garages and all exterior changes to residences must be submitted in writing and must have prior written approval of the Haigs Creek I Homeowner's Association Architectural Review Committee prior to installation or erection.

from developed to HOA Arch Review Comm.

All buildings plans must be submitted to and approved in writing by the Haigs Creek I Homeowner's Association Architectural Review Committee prior to the beginning of construction.

Subdividing layout

FURTHER, the undersigned hereby extract Paragraph I from the Restrictive Covenants and in addition amend Paragraph's O and P to read as follows:

- O. That Haigs Creek I Homeowner's Association Architectural Review Committee reserves the right to subject the real property in Haigs Creek to an agreement or contract with Fairfield Electric Cooperative for the installation of overhead electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Fairfield Electric Cooperative and the owner of each building situate on a lot in this subdivision may be required to pay a contribution, either initially or on a monthly basis to this continuing benefit to the property.
- P. Covenants shall be binding on all Property Owner's of Haig's Creek I Subdivision.

AND WITNESS WHEREOF, the undersigned hereby set their hands and seal this 7th day of July 1991.

The undersigned agrees to the changes and additions listed in this document of page 1.

Homeowner

Witness

Homeowner

Witness

<u>Wendy [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>	<u>W. Hubbard</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>
<u>W. [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>	<u>B. M. [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>
<u>Stephanie [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>	<u>William [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>
<u>S. [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>	<u>Jay [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>
<u>Debra C. [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>	<u>Christine Hancock</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>
<u>Lloyd Hill</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>	<u>Neddie S. [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>
<u>Linda M. [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>	<u>Kathy [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>
<u>Nita A. [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>	<u>Sam [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>
<u>Jawon Hill</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>	<u>Wayne [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>
<u>Robert [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>	<u>L. W. [Signature]</u>	<u>Thomas P. Murphy</u>
<u>Cheryl [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>	<u>Cheryl [Signature]</u>	<u>Thomas P. Murphy</u>
<u>Dale [Signature]</u>	<u>James H. Smith</u> <u>Stan S. Kelley</u>	<u>Dale [Signature]</u>	<u>Thomas P. Murphy</u>

Witnessed by Notary Public

[Signature]
Notary Public, South Carolina State at Large
My Commission Expires July 7, 1993

Commission Expires

Date

7-24-91

Continued signatures:
The undersigned agrees to the changes and additions in this document on page 1.

BK004 QRC303

<u>Homeowner</u>	<u>Witness</u>	<u>Homeowners</u>	<u>Witness</u>
<u>Clay Watts</u>	<u>Christine Hancock</u>	_____	_____
<u>Melvin M. Lebrant</u>	<u>Thomas P. May</u>	_____	_____
<u>Esther B. Chambliss</u>	<u>Christine Hancock</u>	_____	_____
	<u>Thomas P. May</u>	_____	_____
		_____	_____
		_____	_____

Witnessed by Notary Public

Notary Public, South Carolina State at Large
My Commission Expires July 7, 1993

[Signature]

Commission expires _____

Date

7-24-91