

FILED FOR RECORD 08/05/2003  
AT 10:35:04AM BOOK 01407 PAGE 00005  
Billie O. McLeod, Register of Deeds  
Kershaw County Courthouse 000009242

STATE OF SOUTH CAROLINA )  
COUNTY OF KERSHAW )  
Haig's Creek Development )  
Corporation, )  
to )  
John Doe, )

**ADDITIONAL RESTRICTIVE COVENANTS  
HAIG'S CREEK DEVELOPMENT  
PHASE V  
HAIG'S CREEK NORTH**

**KNOW ALL MEN BY THESE PRESENTS** that Haig's Creek Development Corporation, a South Carolina Corporation is the owner of the below described property, which is a portion of Haig's Creek Subdivision, sometimes referred to as Savage Place in previously recorded Restrictive Covenants and plats. The Restrictive Covenants dated October 11, 1990, and recorded in the office of the Clerk of Court for Kershaw County in Deed Book "JT", at page 1626, on October 19, 1990, apply to the below described parcel. The Restrictive Covenants set forth below are imposed over and above the October 11, 1990 restrictions as they apply to the property described below.

The area covered by these Restrictive Covenants is described as follows:

All that piece, parcel or tract of land, lying and being approximately three (3) miles southeast of the Town of Elgin, County of Kershaw, State of South Carolina, consisting of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 of Haigs Creek Development Phase V.

The said tract being more particularly described according to a plat of survey prepared for Haigs Creek Development by Daniel D. Riddick, P.S., on June 23, 2003, which plat is recorded in Plat Book "B-90", at page 9, in the office of the ROD for Kershaw County, and which is by reference incorporated herein as part of this description.

Said lands are a portion of the lands described in that certain deed from C. W. Wooten to Haig's Creek Development Corporation, dated February 8, 1990, and recorded in Book "JG", at page 2231, in the office of the Clerk of Court for Kershaw County on February 9, 1990.

1. Houses built in the above described portion of Haig's Creek Subdivision shall have a

minimum of 1800 square feet of heated space. House plans shall be submitted for approval to Haig's Creek Development Corporation or its representative prior to construction. Haig's Creek Development Corporation may, at its option, seek the advice and counsel of homeowners in Haig's Creek Subdivision in the process of reviewing such plans.

2. No lots shall be clear cut.
3. All fences, pet enclosures, swimming pools, tennis courts or any type of permanent improvement must be approved by Haig's Creek Development Corporation or its representative prior to installation or placement on a lot. Fences in the front yard will not be approved. All fences must be constructed with opaque privacy fencing facing the street. The finished side of the fence must face outward from the lot. Above ground swimming pools will not be permitted. Uniform mailboxes approved by Haig's Creek Development Corporation are required at each house having a mailbox.
4. As to Paragraph 11 in the October 11, 1990 Restrictive Covenants, which provides that Haig's Creek Development Corporation shall act as the Architectural Control Committee until such time as a meeting is called by it with the then lot owners of the subdivision for the purpose of electing an Architectural Control Committee; such a meeting has not been called as of the date of this document. Therefore, the sole authority for the granting or denying of architectural approval for house plans or other permanent improvements is Haig's Creek Development Corporation acting through its officers and directors or its designated representative..
5. Where a conservation easement is reserved and shown on the above referenced plat, clearing vegetation growing within the twenty-five (25') foot conservation easement is prohibited.

6. Haig's Creek Development Corporation reserves the right to amend the Covenants set forth above. These Covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date of these Covenants, after which time said Covenants shall be automatically extended for successive periods of ten (10) years.
7. Enforcement of these Covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant to restrain violation or to recover damages. In the event a violation of these or any other restrictive covenants applicable to the above described property is established in Court, the violating party shall pay the attorney's fees and costs of litigation incurred by the persons or entity filing suit to enforce these covenants. The Haig's Creek Homeowner's Association, Inc., shall have the primary authority and responsibility for enforcing these restrictions. However, actions to enforce these covenants may be filed by Haig's Creek Development Corporation, the Haig's Creek Homeowner's Association, Inc., or any lot owner in the above described property.
8. Haig's Creek Homeowner's Association, Inc., shall have the authority to assess annual dues against the owners of the above described lots in an amount reasonably necessary to pay their proportionate share of the costs of maintaining the common areas within the subdivision. Failure to pay the dues assessed by the Homeowner's Association, Inc., shall give rise to right of action by the Homeowner's Association, Inc., for the collection of the unpaid dues, in any Court of competent jurisdiction.
9. Invalidation of any provision of these Covenants by judgment or Court order shall in no way affect any of the provisions which shall remain in full force and effect.

10. The Restrictive Covenants dated October 11, 1990, shall remain in full force and effect, except as modified herein.

WITNESS our hands and seals this 31<sup>st</sup> day of July, 2003.

Dona A. Cash  
Rae Marie A. Hamilton

HAIG'S CREEK DEVELOPMENT CORP.

BY: L. W. Wooten  
L. W. Wooten  
Its: President

STATE OF SOUTH CAROLINA }  
COUNTY OF KERSHAW }

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named HAIG'S CREEK DEVELOPMENT CORPORATION by L. W. WOOTEN, its President sign the within named document and the said Corporation by said officer seal said restrictions and as its act and deed deliver the within named restrictions and that s/he with the other witness witnessed the execution thereof.

Dona A. Cash

SWORN to before me this the  
31<sup>st</sup> day of July, 2003  
Rae Marie A. Hamilton  
Notary Public for South Carolina  
My commission expires: 1-16-07