

October
11,
1990

JA/1626

FILED FOR RECORD

90 OCT 19 PM 4:19

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

MATHEW W. HANCOCK
CLERK OF COURT
KERSHAW COUNTY, S.C.

Haig's Creek Development Corporation,

to

John Doe.

OR 19

Restrictive Covenant,

I hereby certify that the following instrument was
filed for record in my office at 4:19 PM
o'clock on the 19th day of October,
1990. The instrument was duly recorded
upon the proper indexes and duly recorded
in book JI of Deeds, page 1626.

Mathe W. Hancock
Clerk of Court of C. P. & G. S. for Kershaw County, S.C.

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Haig's Creek Development Corporation, a South Carolina corporation, the owner of the property hereinafter described and known as Haig's Creek and Savage Place, proposes to subdivide or has subdivided the property hereinafter described and desires to restrict the subsequent use of all lots in said property and does hereby covenant and agree with John Doe, representing all persons or entities who may hereafter purchase any lot in said described area, as follows:

1. The area covered by these restrictions is described as follows:

All that piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Kershaw, approximately three (3) miles southeast of Elgin, adjoining the frontage road of Interstate I-20 and containing 240.8 acres, more or less, as shown on the plat hereinafter referred to and being bounded generally NORTH by property of B.L. Catoe, Jr., et al, Speights and R.H. Cantey and Camden Equipment Company; EAST by property of W.E. Hancock, Jr., et al; SOUTH by right-of-way of the frontage road of I-20 and by the run of Haig's Creek and Ed L. Smith Construction Company, and; WEST by the run of Haig's Creek, Ed L. Smith Construction Company, W.E. Hancock, Jr., Haig's Creek Subdivision and Nellie W. Creed, et al. All as more particularly shown on that plat prepared for Haig's Creek Development Corporation by Daniel Riddick and Associates, RLS, dated February 1, 1990 and

recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 38 at page 1923.

2. All lots in said subdivision shall be known and described as residential lots to be used only for such purposes. No modular, prefabricated 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 (1) single family detached dwelling and a private car garage or utility building. No commercial activity shall be conducted on the premises or within the dwelling. No lots shall be subdivided or reduced in size. No roadway or utility easement shall be permitted except for the service of the private residence on said lot. Houses in Haig's Creek shall have a minimum heated area of 1500 square feet and houses in Savage Place shall have a minimum of 1800 square feet.

3. No building shall be located on the lot fronting or bounded nearer than forty (40') feet to the front lot line and no residence shall be located closer than fifteen (15') feet to any side lot line. On corner lots, garages or utility buildings must be placed near the inside lot line in order not to restrict the front view of the house on adjacent lots. Open porches, eaves and steps shall not be considered as part of a residence; provided, however, that none of these should be closer than ten (10') feet to the adjoining lots. All houses constructed on any lots shall front to the street.

4. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done which may become or may be an annoyance or nuisance to the neighborhood.

5. No animals, livestock or poultry of any kind shall be kept on any lot, except dogs, cats and other household pets (restricted to three (3) per lot), all of which shall be restricted to the owner's premises and not be permitted to run at large and no such animal shall be kept, bred or maintained for any commercial purposes.

6. All vehicles and automobiles must be currently licensed in an operable condition and restricted to six (6) vehicles at said lot. No abandoned vehicles, commercial trucks over three quarter ton or school buses shall be permitted to be parked on any lot. All boats, campers and recreational vehicles must be garaged and out of public view.

7. All fences, pet enclosures, swimming pools, tennis courts, basketball goals or any type permanent improvement must be approved by the developer or by an architectural control committee as hereinafter defined prior to any installation or placement on a lot.

8. No clotheslines are allowed on any lot.

9. The Grantor reserves the right to designate the acceptability and location of all television or radio antennas. Satellite dishes are prohibited if over twenty-four (24") inches in diameter and the location of any such satellite dish which is approved must be approved in writing by the Architectural

Control Committee or the owner of said subdivision so that the same is out of view of adjoining property owners.

10. A. All residences will be served by the City of Elgin Water District or its successor in such capacity for household water use, and each homeowner and/or occupant agrees to be a member of the City of Elgin Water District or its successor in such capacity and to utilize the water of said district for household water use exclusively. No lot owner or homeowner shall install a private or community well system which shall be used for household consumption.

B. All houses will be served by Fairfield Electric. If a homeowner requires gas during ten (10) years from this date for household useage, he shall be responsible for an underground service fee by Fairfiled Electric for not being all electric.

11. 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. This meeting shall take place after fifty (50%) percent of lots are sold. The owners of each lot shall be entitled to one vote per lot and the owners shall have the authority to meet and select a committee of three members from the lot owners of the subdivision, with the committee's main duties to assist owners in all matters pertaining to restrictions of the subdivision and

any other matters directly related to the subdivision restrictions, including enforcement thereof.

12. Haig's Creek Development Corporation and/or the Architectural Control Committee shall have authority to assess each lot owner for its share of the cost associated with the maintenance of the Subdivision Entrance.

13. Each lot owner may be assessed on a per lot basis for street lights installed in said subdivision, and such assessments may be added to the bill of the lot owner on a monthly basis and billed as for other uses of electricity.

14. In the event the developer or Architectural Control Committee, its successors or assigns, fails to approve or disapprove proposed plans and specifications of any improvements within ninety (90) days after same have been submitted to it, or in any event if no suit or written notice to enjoin the construction has been commenced prior to completion thereon, approval shall not be required and the related covenants shall be deemed to have been complied with fully.

15. 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 these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years. The restrictions may be amended at anytime by an instrument signed by the owners of the lots which amendment shall be recorded agreeing to change the covenants in whole or in part,

with the exception of Paragraph 10-A. of these covenants which may not be amended so long as the City of Elgin Water District supplies water to the subdivision.

16. Enforcement 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.

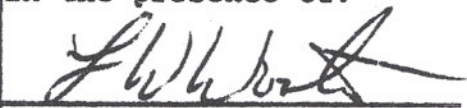
17. Invalidation of any provision of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

18. The developer reserves the right to promulgate additional restrictive covenants pertaining to the use of any lake built upon the property and to promulgate rules and regulations therefore as well as the type and location of any dockage facilities and the location of any garage or outbuildings when the lot fronts on said lake. It being the developer's intention that all homeowners utilizing said lake shall preserve the view of the lake for everyone located thereon.

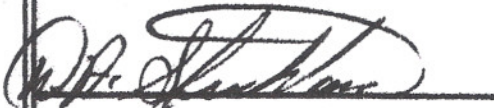
IN WITNESS WHEREOF, the undersigned corporation has caused these Restrictive Covenants to be executed this 11th day of Oct 1990 by its duly authorized officers.

HAIG'S CREEK DEVELOPMENT CORPORATION

In the presence of:



By C. W. Wooten
C.W. Wooten, President



By Willie Mae Wooten
Willie Mae Wooten, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF KERSHAW)

PERSONALLY appeared before me L W Wooten
who, in oath, says that he saw the within-named Haig's Creek
Development Corporation by C.W. Wooten, its President and Willie
Mae Wooten, its Secretary sign the within Restrictive Covenants
and the said Corporation, by said officers, seal said Restrictive
Covenants and, as its act and deed, deliver the same, and
that he with DA Strickland witnessed
the execution thereof.

SWORN to before me this)
11 day of Oct, 1990)

Edwin Royall

Notary Public of S. C.
My commission expires: 4/19/91

L W Wooten