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OR Volume 3870 Page 228 - 233

STATE OF SOUTH CAROLINA )

COUNTY OF KERSHAW )

Lake Shore Vison, LLC )

)  
) **Restrictive Covenants for Lake Shore Vision, LLC**  
) **Subdivision, Phase VIII**  
)  
)

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**KNOW ALL MEN BY THESE PRESENTS** that Lake Shore Vision, LLC, 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 previous recorded Restrictive Covenants and Plats. The Restrictive Covenants set forth below are imposed on the property described below.

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

ALL those certain pieces, parcels, or lots of land, with the improvements thereon, situate, lying, And being in the County of Kershaw State of South Carolina, shown and designated as Lots 1 through 54 and "Open Space 1 and 2" shown and delineated on Final Plats of Haig's Creek Phase VIII, prepared by Belter & Associates, Inc. dated February 23, 2018 and recorded in the office of the Register of Deeds for Kershaw County in Volume D33 at Page 3 and 4.

This being a portion of the property conveyed to Lake Shore Vision, LLC by deed of Haig's Creek Development Corporation recorded February 2, 2015 in the Office of the Register of Deeds for Kershaw County in Volume 3332 at page 146.

- 1) 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 buildings shall be erected, altered, placed or permitted to remain on any lot other than (1) single family detached dwelling having a minimum of Eighteen hundred (1800) square feet of heated area and a private car garage. No commercial activity shall be conducted on the premises. No lots shall be subdivided of reduced in size.
- 2) Garages shall be constructed so that the opening shall not face the street, provided that houses on corner lots may have a garage facing the street perpendicular to the front of the house.

- 3) No buildings shall be located on the lot fronting or bounded nearer than thirty-five feet (35') or closer than ten feet (10') 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 or 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 feet (10') to the adjoining lots. All houses constructed on any lots shall front to the street. Lake Shore Vision, LLC, or its designee is authorized to waive violations of this paragraph proved that such waiver must be set forth in writing and recorded in the ROD for Kershaw County.
- 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 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 (3/4) 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) No lots shall be clear cut.
- 8) All fences, pet enclosures, swimming pools, tennis courts or any type of permanent improvement must be approved by Lake Shore Vision, LLC, 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 Lake Shore Vision, LLC are required at each house having a mailbox.
- 9) Where a conservation easement is reserved and shown on the above mentioned plat, clearing vegetation growing within the conservation easement is prohibited.


- 10) No clothes lines are allowed on any lot.
- 11) After all lots in Haig's Creek Subdivision, Phase VIII and Phase IX, have been sold, the authority reserved to Lake Shore Vision, LLC, to these restrictive covenants shall automatically be transferred to the Haig's Creek Homeowner's Association, Inc. The authority so transferred shall include the authority over architectural control, the authority to approve or deny approval for fences, out buildings and other structures, the authority to assess and collect annual dues, the authority to file legal action to enforce these restriction covenants and any other authority reserved to the developer under these restrictive covenants. The authority may be transferred to the Haig's Creek Homeowner's Association, Inc., prior to the sale of the last lot in Phase VIII and Phase IX, by a document in writing executed by Lake Shore Vision, LLC, and recorded in the ROD office for Kershaw County.
- 12) Any provision of these restrictive covenants may be amended at any time by a document of equal dignity with this document recorded in the office of the ROD for Kershaw County executed by one of the following parties:
  - a) A document executed by Lake Shore Vision, LLC prior to the sale of the last lot in Phase VIII and IX;
  - b) A document executed by the owners of seventy-five percent (75%) of the lots in Phase VIII and IX, executed after the last lot in Phase VIII and IX has been conveyed by Lake Shore Vision, LLC.
- 13) 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 unless they are voided by a document of equal dignity executed by the owners of the seventy-five percent (75%) of the lots in Phase VIII and Phase IX.
- 14) Enforcement of these covenants shall be proceedings at law or in equity against any person violating or attempting to violate any covenant, to restrain violation or recover damages. In the event of a violation of these or any other restrictive covenants applicable to the above property as established in Court, the violating party shall pay the attorney's fees of litigation incurred by the persons or entity



filing suit to enforce these covenants. Actions to enforce covenants may be filed by Lake Shore Vision, LLC, the Haig's Creek Homeowner's Association, Inc., or any lot owner in the above described property.

- 15) The 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. As to each lot, the right to assess annual dues shall not apply to lots owned by Lake Shore Vision, LLC, or to lots owned by licensed builders. The assessment of annual dues as to each lot shall commence in the calendar year after the lot qualifies for owner occupied at the ad valorem taxes imposed by Kershaw County.
- 16) In validation of any provision of these covenants by judgement or court order shall in no way affect any other of the provisions which shall remain in full force and effect.

WITNESS our hands and seals this 22<sup>ND</sup> day of MAY, 2018.

  
Cheri Kuis-Svoboda

LAKE SHORE VISION, LLC

BY: George A. Delk  
George A. Delk, Member

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF KERSHAW )

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named LAKE SHORE VISION, LLC by George A. Delk, it's member 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.



SWORN to before me this the 22nd day of May, 2018

Cheri Lewis-Srboda  
Notary Public for South Carolina

My commission expires: 6-16-2025

Exhibit A  
Real Property Description

ALL those certain pieces, parcels, or lots of land, with the improvements thereon, situate, lying, and being in the County of Kershaw State of South Carolina, shown and designated as Lots 1 through 54 and "Open Space 1 and 2" shown and delineated on Final Plats of Haig's Creek Phase VIII, prepared by Belter & Associates, Inc. dated February 23, 2018 and recorded in the office of the Register of Deeds for Kershaw County in Volume D33 at page 3 and 4.

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