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STATE OF SOUTH CAROLINA )  
COUNTY OF CHESTERFIELD )

DECLARATION OF PROTECTIVE COVENANTS  
OF GOODMAN CREEK SUBDIVISION PHASE II

This Declaration made this 8th day of August, 1996, by H. F. BELL, JOHNNY A. DAVIS, and WILLIAM D. BURCH of Chesterfield County, South Carolina, owners of GOODMAN CREEK SUBDIVISION PHASE II.

WITNESSETH:

WHEREAS, the undersigned are the owners of the following described premises, to-wit:

All that certain piece, parcel, or tract of land, containing one hundred (100) acres, more or less, situate, lying, and being on the south side of Midway Road, approximately four (4) miles Northwest of the Town of Cheraw, in Cheraw Township, County of Chesterfield, State of South Carolina and bounded generally as follows: On the North by Midway Road and by lands of James W. Pruitt; On the East by lands of H. F. Bell, et al.; On the South by Goodman Creek; and On the West by Goodman Creek Subdivision. Said tract of land is designated on a plat of Goodman Creek Subdivision Phase II, made by Kenneth A. Johnson, R.L.S., dated May 29, 1996, and recorded in the Office of the Clerk of Court for Chesterfield County, South Carolina in Plat Book 44 at Page 51.

This being a part of the land conveyed to H. F. Bell, Johnny A. Davis, and William D. Burch by Deed of C. W. Hoine Sawmill and Chip Co., Inc., dated May 23, 1994 and recorded in Deed Book 339 at Page 1159 in the Office of the Clerk of Court for Chesterfield County, South Carolina.

WHEREAS, the said owners wish to subdivide the said premises into lots and parcels to be used as residential lots and mini farms, and

WHEREAS, it being the intent of the owners that the use of said premises are to be restricted so as to provide future owners of said premises a neat, attractive, and spacious residential community with an agricultural and country setting, and

WHEREAS, the undersigned desire to place certain restrictions upon said premises which shall be binding upon the undersigned, all purchasers of lots and/or parcels, mortgagees, tenants, and any and all other persons purchasing property or acquiring the right to the use thereof by license, lease or otherwise, and all their heirs, executors, administrators, successors, and assigns.

000579

NOW, THEREFORE, be it known that the undersigned do hereby execute this instrument and covenant for themselves and their heirs and assigns that the property hereinabove described shall hereafter be subject to the following Covenants and Restrictions which shall be Real Covenants running with the land and binding upon all the purchasers, owners, mortgagees, and trustees thereof or anyone entitled to the uses thereof or any portion of said premises and binding upon any one subsequently acquiring an interest therein and also binding upon the undersigned, their heirs and assigns, and all persons claiming under them up to and including the first day of January, 2016, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless the majority of the owners of said lots at that time agree to change the said Covenants in whole or in part.

Said premises are hereby declared to be subject to the following Restrictive Covenants:

1.

Except as otherwise noted in the recorded Plats present and future, and as amended and revised, and herein, all lots and/or parcels in the hereinabove described property shall be known and described as residential lots and/or parcels and used for residential and agricultural purposes only.

2.

No dwelling shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage, may be placed on any lot and/or parcel as a dwelling provided, however, that late model mobile homes at least twelve feet (12') in width which are attractive, neat, and in keeping with the general plan of the Subdivision as a residential development may be placed on any lot and/or parcel as a dwelling. No used mobile home may be placed on any lot in said subdivision without the prior written approval of the developers.

000580

3.

No dwelling, garage, or other outbuilding shall be located on any residential building lot nearer than seventy-five (75') feet to the front lot line, nor nearer than ten (10') feet to any side lot line. PROVIDED HOWEVER, that in the event the terrain of any lot is such that locating a dwelling beyond seventy-five (75') feet from the front lot line would cause a hardship, the provision of this covenant may be waived by developers or their assigns. All dwellings shall be located so as to maintain as near as possible the same distance from the street and have a uniform alignment. No equipment building, shed, barn, or other building used for agriculture purposes may be erected, altered, placed, or permitted on any lot and/or parcel nearer than one hundred fifty (150) feet to the front lot line.

4.

No hogs shall be kept or raised on any of the said lots and/or parcels. Horses, cattle, or goats may be kept or raised on said lots and/or parcels, provided, however, that they be limited to only one horse, cow, or goat for each acre of land enclosed in pasture, and provided, further, that the enclosed pasture is two hundred (200) feet from the front lot line of said premises.

No poultry of any kind may be kept or raised on said premises for commercial purposes. Any poultry kept for personal use must be enclosed in an area more than two hundred (200) feet from the front lot line.

This Covenant shall not be deemed as prohibiting the keeping of cats or dogs as household pets so long as they constitute no annoyance to other lot owners.

5.

No noxious or offensive trade or activity shall be carried on upon any lot and/or parcel, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood, nor shall any such condition be permitted to exist. No junk vehicles shall be allowed to be kept on any of said premises, and the premises shall be maintained so as to prevent the accumulation of any unreasonable amount of trash or debris, and limit the high growth of

3

000581

unsightly weeds.

6.

Excessive Noise Prohibited: It shall be a violation of these covenants for a resident to cause or allow excessive noise on his or her premises or within the subdivision, when such excessive noise is of a prolonged period of time, or is obnoxious or annoying to the other residents in the area. Excessive noise includes the operation of a radio, t.v., or other sound systems with boom boom speakers or at excessive volume for prolonged periods or which cause complaints from the negligence.

7.

No billboard, outdoor advertising display, or any other sign shall be constructed, used, or placed on any lot and/or parcel except that a "For Sale" or "For Rent" sign no larger than two (2) feet by two (2) feet may be placed on any lot.

8.

All dwellings shall be of good construction meeting the minimum requirements of F.H.A. No dwelling shall be placed on a divided lot having an area of less than one (1) acre. All dwellings including mobile homes shall be underpinned.

9.

Each of the aforesaid lots is hereby made subject to an easement for electrical and telephone service and other utilities.

10.

The developer reserves the right to subject the real property in this subdivision to a contract with Carolina Power & Light Company for the installation of street lighting, which requires a continuing monthly payment to Carolina Power & Light Company by each residential customer.

11.

An easement and or license is hereby reserved for the purpose of maintaining any and all drainage ditches located within the subdivision including the right to use heavy equipment to construct or maintain such drainage ditches.

000582

This easement and or license is hereby granted to any government authority that assumes the obligation of maintaining the roads in said subdivision.

12.

These Covenants may be changed or revised by the written consent of a majority of the owners of residential lots and/or parcels in the Subdivision at the time of the proposed change or revision.

13.

If the purchasers of any part of the premises herein described or their heirs or assigns shall violate any of the Covenants herein, it shall be lawful for any person or persons owning any real property situate in said Development or Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants; either to enjoin him or them from so doing or to recover damages for such violation.

14.

Any invalidation of any one of these Covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their Hands and Seals the year and date first above written.

Signed, Sealed, and Delivered  
in the Presence of:

Stephanie B. Gregory

Kimberly M. Gooden

H. E. BELL

JOHNNY A. DAVIS

WILLIAM D. BURCH

000583