

2.00

STATE OF SOUTH CAROLINA)
) RESTRICTIVE COVENANTS
COUNTY OF CLARENDON)

WHEREAS, the undersigned is the owner of a tract of land lying, being and situate on Lake Marton, in the County of Clarendon, in the State of South Carolina, which lands have been subdivided into residential lots with a view to creating thereon a restricted residential subdivision to be known as "LAKEWOOD ESTATES", Section "A" and the subdivision plat thereof is duly recorded in Plat Book 26 at page 139, Office of the Clerk of Court for Clarendon County; and

WHEREAS, the owner of said land is desirous of subjecting the lots above referred to as subdivided, to the Restrictive Covenants herein set forth, as part of the plan for the development of said residential subdivision. Now, therefore,

The undersigned, George E. Callaway, of the County of Clarendon, in the State of South Carolina, do hereby make the lots above referred to subject to the restrictive covenants that follow and do covenant and agree with the purchaser and/or purchasers of any lot or lots, his heirs and/or their heirs or assignees, in the residential subdivision designated as "LAKEWOOD ESTATES, SECTION A" to hold and convey said lots subject to the following:

1. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and only such other outbuildings as by custom and usage, are recognized as auxiliary or appurtenant to the residence.
2. No buildings shall be located nearer than 20 feet to the front lot line or nearer than 15 feet to an interior or side lot line provided, however, that when an owner shall own more than one lot his entire holdings may be classified as a single lot in which event no building may be constructed nearer than 15 feet to the property line of the adjacent lot.

3. No lot as delineated on the plat above referred to may be subdivided so as to provide for the construction of more than one residence on a lot.
4. No commerce for profit, or activity, shall be carried on upon any residential lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall be at anytime used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. A properly built and completed and finished (including completely and thoroughly underpinned) modular home would not be considered a violation of this provision.
6. No dwelling costing or having a value of less than Fifteen Thousand (\$15,000.00) Dollars shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,250 square feet.
7. An easement is reserved over the rear five (5') feet of each lot for utility installments and maintenance.
8. Lot owners shall cooperate to maintain the beauty of the subdivision by maintaining their property in an attractive manner; this shall include the trimming, mowing and cleaning of lawns, shrubbery, and premises and each property owner shall be responsible for the removal of trash and garbage from the subdivision and shall not permit the same to accumulate.
9. No roadway, access or other thoroughfare except such as may be required for the personal use of a lot owner shall be opened, maintained or permitted by the parties hereto or any subsequent purchaser other than those shown on the map above described and a violation of this provision shall be deemed a prima facie subject for damages in an action maintained by any person or persons owning any property situated in said development or subdivision.
10. PROVIDED, HOWEVER, that these covenants shall run with the land and shall be construed as real covenants, until January 1, 1994

at which time they shall cease and terminate; PROVIDED, HOWEVER, if the purchaser of any of said lots or any of their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any property situated 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, and either to prevent him or them from doing so or to recover damages or other dues for such violation; PROVIDED, HOWEVER, that the invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal this 13 day of September, 1974.

Witnesses

Marion S. Riggs

Neil S. Campbell

George E. Callaway (L.S.)
George E. Callaway

STATE OF SOUTH CAROLINA)
)
COUNTY OF CLARENDON)

Personally appeared before me Neil S. Campbell who being duly sworn says that she saw the within named George E. Callaway sign, seal and, as his act and deed deliver the within written Restrictive Covenants for the uses and purposes therein mentioned and that she with Marion S. Riggs witnessed the execution thereof.

SWORN to before me this 13th)
day of September, 1974.)
Marion S. Riggs (L.S.))
Notary Public of South Carolina)

Neil S. Campbell

RECORDED THIS 9th DAY OF OCTOBER, 1974 at 9:00 A. M.
P. T. BRADHAM, CLERK OF COURT

625

A-63

666.

TITLE TO REAL ESTATE Form 14
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

County of Clarendon



Know All Men by These Presents, That We, Arthur E. Thomas and Marvin M.

Thomas



in the State aforesaid, for and in consideration of the

sum of Fifty two Thousand Five Hundred and no/100 (\$52,500.00) Dollars

to us paid by George E. Callaway, Manning, South Carolina

in the State aforesaid

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

George E. Callaway

All that piece, parcel or tract of land lying, being and situate in the County of Clarendon, State of South Carolina, containing 94.5 acres, more or less, and bounding, now or formerly, as follows: On the North by lands of the Estate of Joe Thompson; On the East by lands of J. H. King; On the South by lands of the South Carolina Public Service Authority and on the West by lands of the Estate of J. M. Sprott.

Said property being conveyed to the grantors herein by deed of Arthur S. Ehrich by deed dated 9 May 1964 and recorded in Clarendon County Deed Book A-20 at page 110.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said

George E. Callaway, his

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

George E. Callaway, his

Heirs and Assigns, against us and our Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our Hands and Seal this 6th day of November in the year of our Lord one thousand nine hundred and seventy three and in the one hundred and ninety seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

James M. [unclear]
[unclear]

William M. [unclear] (SEAL)
[unclear] (SEAL)

[unclear] A.P.
High Commissioner by power of June 20, 1976

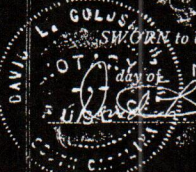
667.

A-58

668.

STATE OF SOUTH CAROLINA, }
Georgetown COUNTY. }

PERSONALLY appeared before me James L. Baldwin
and made oath that he saw the within-named Marvin M. Thomas
sign, seal and, as his act and deed, deliver the within-written Deed for the uses and purposes therein men-
tioned and that he, with David L. Goldsmith, Jr. witnessed the
execution thereof.



SWORN to before me this 6th
day of November, 19 73
David L. Goldsmith, Jr. (L.S.)
Notary Public of S. C.

} James L. Baldwin

STATE OF SOUTH CAROLINA, }
Georgetown COUNTY. }

RENUNCIATION OF DOWER

I, David L. Goldsmith, Jr., a Notary Public of South Carolina, do hereby certify
unto all whom it may concern, that Mrs. Margaret M. Thomas
the wife of the within-named Marvin M. Thomas
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,
voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and for-
ever relinquish unto the within-named George E. Callaway, his

heirs

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises
within mentioned and released.

Given under my Hand and Seal, this 6th
day of November

Anno Domini 19 73
David L. Goldsmith, Jr. (L.S.)
Notary Public of S. C.

} Margaret M. Thomas

STATE OF NORTH CAROLINA
COUNTY OF NOTARY

Personally appeared before me DAVIS S. GILBERT who being duly sworn says that he saw the within named Arthur E. Thomas sign and, as his act and deed deliver the within written Deed for the uses and purposes therein mentioned and that he with JACK C. ROSE witnessed the execution thereof.

SWORN to before me this 13th day of November, 1973.

Davis S. Gilbert (L.S.)
Notary Public of North Carolina
My Commission expires June 20, 1976

Jack C. Rose

STATE OF NORTH CAROLINA
COUNTY OF Forsyth

I, DAVIS S. GILBERT, a Notary Public of North Carolina, do hereby certify unto all whom it may concern, that Mrs. Sara W. Thomas the wife of the within named Arthur E. Thomas did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named George E. Callaway, his heirs and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my Hand and Seal this 13th day of November, 1973.

Davis S. Gilbert (L.S.)
Notary Public of North Carolina
My Commission expires June 20, 1976

Sara W. Thomas

State of South Carolina,
County of _____

TO

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at 10:15 A. M. o'clock on the 19th day of November, 1973, and was immediately entered upon the proper indexes and duly recorded in Book A-58 of Deeds, Page #666.

W. S. Rathway
Clerk of Court of Common Pleas and General Sessions for Clarendon County, S. C.

I hereby certify that the within Deed has been this 21st day of Nov., A. D. 1973, Recorded

in Book 46 of Deeds, page 46
W. S. Rathway Auditor
for Clarendon County

The B. B. Bryn Company, Columbia, S. C.