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STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )  
DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND EASEMENTS  
LAUREL WOODS SUBDIVISION

THIS DECLARATION made this 14th day of November, 1996, by  
Laurel Woods Corporation, hereinafter referred to as "Developer".

FILED  
HORRY COUNTY  
96 NOV 15 PM 11:33  
R.M.C.

FILED  
HORRY COUNTY  
96 DEC 30 PM 12:46  
R.M.C.

all

WITNESSETH:

WHEREAS, the Developer is an owner of certain real property in  
Horry County, South Carolina, described in "Exhibit A" attached  
hereto; and

WHEREAS, the Developer intends to develop and is developing  
portions of said property into a mobile home park subdivision,  
certain related amenities and common areas, and desires to restrict  
said property so developed to the provisions of this Declaration  
all of which is and are for the benefit of the property of each  
owner thereof; and

NOW, THEREFORE, the Developer declares that the real property  
described in "Exhibit A", is and shall be held, transferred, sold  
and conveyed and occupied subject to the covenants, restrictions,  
conditions and easements, charges and liens herein set forth. Any  
variation of these covenants must have prior written approval by  
the developer and the Homeowners Association.

1. All lots within said subdivision shall be used for  
residential purposes except Commercial Lot 1 and Commercial Lot  
2 which may be used for residential or commercial purposes.

HORRY COUNTY ASSESSOR  
184-00-03-015  
Map Etk Parcel 11-18-96  
12-31-96

HARRIS & HANNA, P.A.  
POST OFFICE BOX 14610  
SURFSIDE BEACH, SC 29587-4610

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2. No lot or lots shall be divided or subdivided, nor shall any portion or any less than the whole of any one lot be sold or conveyed; except that a lot may be subdivided into two portions and conveyed to the owners of the adjoining lots, so as to become parts thereof; provided, however, that the property thus combined shall be considered as one lot for the purposes of these covenants.

3. No more than one mobile home shall be placed or permitted on any lot, other than such out buildings as are usually accessory to such residential use.

4. No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed in accordance with the Horry County Health Department regulations.

5. All mobile homes are required to be new and never occupied prior to its placement on any lot. All mobile homes shall be factory build, Wind Zone II and no additions, extensions, attachments, or out building shall be placed on any lot; except items of commercial manufacture and design without the written permission of the Developers. No mobile home of less than (840) square feet exclusive of steps, porches, and attachments shall be placed on any lot. Mobile homes shall be permanently emplaced on foundations and secured by hurricane anchors. All wheels, tongues and hitches must be removed. The foundations, if not brick, shall be enclosed with Tyloc vinyl underpinning of a matching color. Any variations are subject to written approval of the Developers.

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All mobile homes shall have concrete front steps, and a rear deck no smaller than four by six feet (4 x 6) or rear concrete steps. No front decks are allowed. Carports matching the mobile home will be allowed for automobile storage only, any storage of toys, or other belongings shall be kept in an enclosed storage building which must be of a matching color and approved by the Developer prior to placement on the lot. Any out buildings shall be of a matching color constructed of either wood or metal and approved by the Developer. Fences must be constructed of either wood or chain link or an invisible fence and be no higher than forty-two inches (42") and, if painted, must be of a matching color. All fences must be approved by the Developer. A landscape plan per design by the Developer shall be required. All decks, steps, and landscaping must be completed prior to occupancy.

6. No stale garbage, or any other conditions conducive to the breeding of flies, insects, or rodents or otherwise prejudicial to health or well being of the lot owners shall be permitted to continue on any lot of any description or become a nuisance or any annoyance to the neighboring lot owners.

7. No noxious or offensive activity shall be carried on upon any lots, nor shall anything be done thereon which may be or become a nuisance or any annoyance to the neighboring lot owners.

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8. No building, nor approved mobile home, shall be placed or erected nearer than five (5) feet to the side property lines, nearer than twenty (20) feet from the front property line or street right of way on which building or approved mobile home is facing, and no nearer than fifteen (15) feet from the rear property line of a lot. All mobile homes shall be so placed on the lot so that the length of the mobile home shall be parallel with the side property line of the lot. All mobile home placement on the lot shall be subject to the supervision of the Developer and shall be so placed on the lots so as to conform with the minimum set back requirements as herein described and to conform with other structures on adjoining lots. Variations are subject to Developers written approval.

9. No commercial signs, satellite dishes, campers, bus bodies, boats over twenty-two (22) feet, go carts, motorcycles, dirt bikes, shacks, tents, stripped or junked vehicles, or parts thereof shall be allowed on any lot or permitted to be parked or used on any street or road in Laurel Woods Subdivision. Any vehicles in the subdivision must be currently licensed and properly insured. Real estate signs no larger than 12 inches by 14 inches may be displayed in the front window of the mobile home.

Boats must be parked on the rear of the lot. No docks, piers, or structure of any type shall be placed, built or constructed on, adjacent to or within any retainage pond located in

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the subdivision without the prior written consent of the Developer,, said consent may be withheld by the Developer at Developer's sole discretion. Further, it is hereby disclosed that all retainage ponds located in the subdivision shall be owned by Lot Owners adjacent to the retainage pond as set out in the Lot Owners' deeds and that no easement, right of way or right to use the retainage pond is hereby granted to any Lot Owner.

10. Easements for installation of utilities and drainage facilities are reserved over the front, sideline and rear ten feet of each lot, and as shown on the recorded map.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. No more than two (2) domestic animals of any type are allowed. These animals must be collared and must display a current license. No dog houses, kennels or facilities for breeding will be permitted. Pet owners are responsible for cleaning all droppings immediately and disposing of same in the sanitary facility of the pet owners mobile home. All dogs must be walked on a leash or be kept within a fenced yard. Any dog that is continually barking must be muzzled. Any pet that is deemed a nuisance by the Property Owners Association must be removed from the park.

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12. No clothes line or other clothes drying facilities shall be allowed on the lot except a circular canopy type rack, provided said rack is placed nearest the rear property line of the mobile home. No swings or toys are to be left on the property fronting the road.

13. Each lot owner shall at all times maintain said lot in a neat and well kept condition.

14. In the event that any lot is not maintained in a well kept condition or is in violation of these restrictions, the Developer reserves the right after five (5) days written notice to the lot owner, to enter and correct such condition, and charge same to the lot owner. In the alternative, the Developer may charge to any lot owner who is in violation of these restrictions a fine in the amount of \$10.00 Dollars per day until said violation is corrected or remedied. All fines must be paid in 30 days.

15. The Developer will form a Property Owners Association. The Association shall be governed by the bylaws of that association. The Property Owners Association shall have the right to enforce the restrictions and conditions contained in this declaration, and further shall have the right to impose an equal assessment on an annual basis against each and every lot within the subdivision for the purpose of maintaining the common areas located within the subdivision. Common Area or Common Properties shall mean and refer to those areas of land which are deeded to and/or

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leased to and/or owned by the Association and designated in said deed and/or lease as "Common Property". The term "Common Property" shall also include any personal property acquired by the Association. Common Property shall not include the retainage ponds located in Laurel Woods Subdivision. All Common Property is to be devoted to and intended for the common use and enjoyment of the Lot Owners, their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision, subject to the fee schedules and operating rules adopted by the Association. Such areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public. However, no part of the Property which may later be developed as additional phases of the development shall be included as Common Property nor shall the Association or any owner be entitled to any right, title or interest therein unless and until such adjoining area shall have been formally included as a part of the development by the Developer.

The Property Owners Association shall be organized under the laws of the State of South Carolina, and each Property Owner shall automatically become a member of the Association with full voting rights after the Developer turns the Association over to the property owners.

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The officers and directors of the Association shall be property owners, and all fees set by the Association for maintenance shall be set by the directors of the Association. Each lot owner shall be obligated to pay the fee to the Association within thirty (30) days after receipt of notice of any fees due and failure after notice to make payment within the time specified shall cause the fee to become a lien against the lot. The lien may be enforced as provided by law. The property owners shall have the right to promulgate rules and regulations concerning the use of the open space or common areas within the subdivision. Each person acquiring title to a lot located within the subdivision which is subject to these restrictions and conditions, binds himself, his heirs, and assigns to be members of the Property Owners Association should it be formed pursuant to these restrictions and conditions, and further binds and obligates himself, his heirs, and assigns to pay the maintenance fee to the Property Owners Association once it has been levied by the Association.

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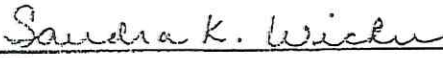
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16. These Restrictive Covenants will be enforced either at law or equity by the Developer and/or the Property Owners Association.

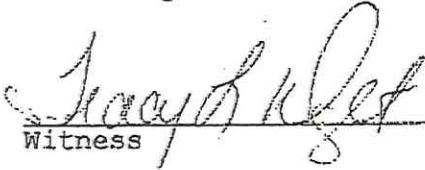
Dated this the 14th day of November 1996.


Laurel Woods Corporation

BY:   
Randy Conner  
Its President

Attest:   
Secretary

(Corporate Seal)

  
Witness

  
Witness

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802A

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF HORRY             )             PROBATE

PERSONALLY appeared before me, the undersigned witness and made oath that (s)he saw the within named Laurel Woods Corporation by and through its President Randy Conner, sign, seal and as its corporate Act and Deed deliver the within written Declaration of Covenants, Conditions, Restrictions and Easements; and that (s)he with the other witness subscribed above witnessed the execution thereof.

Wm. C. Gamble

SWORN TO before me this  
14<sup>th</sup> day of November, 1996.

Tracy A. Weed  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 10/14/2013

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802 B

EXHIBIT "A"

All that certain piece, parcel and tract of land, situate, lying and being in Socastee Township, Horry County, South Carolina, containing 134.83 acres, more or less, and more particularly shown on a plat entitled "Map of 134.83 Acre and a 57.29 Acre Tract of land Located in Socastee Township, Horry County, South Carolina", prepared for International Paper Realty Corporation by Thomas B. Cox, SCRLS, of Coastline Surveying, dated September 1, 1988, recorded March 22, 1990, in Plat Book 108 at Page 198 in the Office of the Clerk of Court for Horry County, South Carolina, being that parcel denoted as "Zone A and Zone B" of 134.83 acres, said plat being incorporated herein by reference.

TMS #: 184-00-03-015 and 185-00-02-096

DERIVATION: This being the identical property conveyed to Laurel Woods Corporation by Deed of International Paper Realty Corporation, dated April 4, 1996 and recorded April 10, 1996, in Deed Book 1858 at Page 1441 in the office of the R.M.C. for Horry County.

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