

Deed BK 1336
Pg. 621
122305
FILED
STATE OF SOUTH CAROLINA, S.C.
COUNTY OF HORRY

HORRY COUNTY ASSESSOR
191-23-01-024 Area 036
Map Blk Parcel
9-5-89

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR THE LAKES
SUBDIVISION PHASE VII

THIS DECLARATION made this 31st day of August,
1989, by RIVER VILLAGE CORPORATION OF MYRTLE BEACH, hereinafter
sometimes called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property as
shown on a Plat entitled Preliminary Plat of The Lakes
Subdivision Phase VII; and

WHEREAS, Developer desires to provide for the protection
of the values and amenities of The Lakes Subdivision and to
assure the best use and most appropriate development and
improvement of the Property; and

WHEREAS, to this end, Developer desires to subject the
Property to the covenants, conditions, restrictions and easements
hereinafter set forth (sometimes referred to herein collectively
as "covenants and restrictions"), each and all of which is and
are for the benefit of the Property and each owner thereof; and

WHEREAS, Developer desires to maintain design criteria,
location, construction, specifications and other controls to
assure the integrity of the subdivision and to maintain the
property values of all lots plotted and shown in the subdivision,
and has deemed it desirable for the efficient preservation of the
values and amenities for the above-referenced lots to create
covenants and restrictions for said lots;

NOW, THEREFORE, in consideration of said benefits to be
derived by Developer and subsequent owners of said lots, the
undersigned does hereby establish, publish and declare that all
of the above described properties shall be held, mortgaged, sold
and conveyed subject to the following covenants and restrictions
hereinafter set forth, shall apply to said lots set forth
becoming effective immediately and shall run with the land, to be
binding upon all persons claiming any right, title or interest in
the properties under the undersigned, its and/or their heirs,
executors, administrators, successors and assigns.

NOTE: THIS DECLARATION APPLIES ONLY TO THE LOTS ABOVE
DESCRIBED AND DOES NOT APPLY TO ANY ADJOINING PROPERTY
OWNED BY THE DEVELOPER UNLESS EXPRESSLY SUBJECTED TO
THIS DECLARATION BY DEVELOPER.

ARTICLE I
Definitions

1. "Lot" means any numbered Lot shown on a recorded plat
comprising a single dwelling site designated on any plat or
survey recorded in the Office of the Clerk of Court for Horry
County, South Carolina, now or hereafter made subject to this
Declaration.

2. "Owner" means the record owner, whether one or more
persons or entities, or of the fee simple title to any Lot as per
recorded plat which is a part of the Property, specifically
including, but not by way of limitation, contract sellers, and
excluding, however, those persons who shall have such interest
merely as security for the performance of any obligation.

3. "Person" means an individual, corporation, partnership,
trust or any other legal entity.

4. "Developer" means River Village Corporation of Myrtle Beach or any successor-in-title to the said River Village Corporation of Myrtle Beach to all or some portion of the property when subject to this Declaration, provided in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the "Developer" hereunder at the time of such conveyance.

5. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

6. "Mortgage" means chattel mortgage, deed of trust, deed of trust and all other similar instruments given to secure the payment of an indebtedness.

7. "Association" shall mean and refer to The Lakes Property Owners Association, Inc., its successors and assigns.

8. "The Properties" or "The Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association or subject to this Declaration.

9. "Plans", "Specification", "Elevations", "Exterior Designs" and such like terms shall refer to and encompass the Plans, Specifications, Elevations and Designs, as well as setbacks, locations, etc. contained hereinafter in this Declaration.

10. "Member" shall mean and refer to all those owners who are members of the Association, as provided in Article III, Section I hereof.

11. "Development", "Project", "Subdivision" and "Community" shall all mean and refer to The Lakes Subdivision Phase VII to be developed by the Developer.

12. "Phase" shall mean and refer to any additional area of The Lakes if, and when, such area is subjected to this Declaration.

13. "Common Areas" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the association at the time of the conveyance of the first lot is described as follows:

All those buffer areas, landscaped or otherwise, which are designated as such on any recorded plats and any and all median areas, landscaped or otherwise, within the rights of way of the streets and roads of the subdivision, together with all streets, roads and rights of way.

14. "Maintenance Areas" shall mean those areas to be maintained in common by the Association for the benefit of all property owners, whether or not owned by the association, and specifically being any buffer areas as designated on recorded plats and the other landscaped areas within the street rights-of-way, together with all streets, roads and rights of way as well as any lakes which adjoin or are a part of lots which are the subject of the within Declaration. Every lot owner by purchasing a lot within this subdivision recognizes and agrees that it is beneficial to the property and valuable to all lot owners that the maintenance areas be maintained in common.

15. "River Village" shall mean that section of property more properly known as Phase VII of The Lakes Subdivision.

ARTICLE II
Restrictions and Covenants

1. Residential Use of Property. All lots shall be used for residential purposes and no business or business activity shall be carried on upon any lot; provided, however, that nothing herein shall prevent Developer or any builder of homes in The Lakes Subdivision from constructing a model home on any lot for the purpose of carrying on business related to the development, improvement and sale of said property.

2. Architectural Control Committee. The Architectural Control Committee shall be appointed by the Homeowners Association or an advisory group. The Architectural Control Committee shall have the authority to review and approve or disapprove of homes and/or improvements to and on each of the lots subject to these protective covenants will be controlled in the following manner by the "Architectural Control Committee".

(a) The Architectural Control Committee: The Architectural Control Committee will be composed of at least Five (5) persons designated and appointed by the Homeowners Association, in which each appointed member would be entitled to one vote, and a majority vote of committee members will be controlling. The Architectural Control Committee will be appointed at a meeting of the property owners after at least a thirty (30) day notice of a meeting. Members shall not be entitled to any compensation for services performed pursuant to this covenant; provided, however, the Association may hire an architect or an engineer, to assist in the review and approval of plans.

3. Review and approval of House and Landscape Plans. No landscaping, grading, filling, excavation of dirt, building, fence, wall, sidewalk, or other structure shall be commenced, erected or maintained on any lot, nor shall any exterior addition to or alteration therein be made until the plans and specifications showing the grading, landscaping, filling, nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee and approved, in writing. Grading and filling of the lot must conform to the drainage plan for the subdivision. The Committee will make every effort to make a decision within Ten (10) days; however, if it fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, approval will not be required. Neither Developer nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications. Further, neither Developer nor any member of the Architectural Control Committee shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any owner of property effected by the construction by reason of mistake in judgment, negligence, or non-approval arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every owner of any lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Control Committee, to recover for any such damage.

4. Building Construction. Not more than one single-family dwelling, not to exceed three (3) stories in height, shall be erected on any lot unless otherwise approved, in writing, by the

Architectural Control Committee. During the course of construction, all construction debris must be removed within forty-eight (48) hours. In the event construction debris is not removed within forty-eight (48) hours, the developer shall have the right, but not the obligation, to have the debris removed and to have a lien upon the property of the owner for failure to abide by this Restriction.

(a) No pre-lived in, completed modular units or mobile home will be allowed.

5. Setbacks and Building Lines.

(a) On corner lots, no house shall be closer than fifteen (15') feet from any street corner. Front setback lines shall be twenty-five (25') feet and side setbacks shall be five (5') feet and rear setback lines shall be ten (10') feet. Any outbuildings, such as garages or storage shed, if permitted, shall be within the setbacks.

(b) Walls and Fences. Decorative fences not over four (4') high, in keeping with the surrounding neighborhood are allowed in wood, brick or stone. No fence or hedges shall be constructed within five (5') feet of the ten (10') foot lake easement.

(c) Subdivision of Lots. Lots may not be subdivided, except to be added to adjoining lots to make larger single building lots. In such event, the building line requirements provided herein shall apply to such lots as re-subdivided or combined.

(d) Terraces, Eaves. Terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure, shall not be considered as a part of the building.

6. Building Requirements. The enclosed heated and unheated areas of the home, inclusive of attached garages, shall be not less than 1,500 square feet. A multi-story house shall have a minimum enclosed area of 1,500 square feet total with at least 1,000 square feet on the ground floor.

7. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

8. Completion of Construction. A home must be completed within one (1) year from the date of commencement of construction.

9. Pets. Only dogs, cats or other household animals may be kept as pets. Pets shall be maintained upon the Owner's lot, and it shall be considered a nuisance if such pet is allowed to go upon another owner's lot or to be upon the streets unless under leash or carried by the owner.

10. Offensive Activities. No noxious, offensive, illegal or immoral activities shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to or which may diminish or destroy the enjoyment of the owners of other lots.

11. Signs. For sale signs shall be allowed up to six (6) feet square on individuals' lots and builders' lots with an approved site plan. However, Developer is allowed to use signs to identify and advertise the development, lots and/or homes during the development and construction period.

12. Nature Growth. Trees which have a diameter in excess of six (6) inches measured two (2) feet above ground level, and

distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee.

13. Antennae. No radio, TV or satellite dish, ham operator towers or television transmission or reception towers or antennae shall be erected on the lots.

14. Trailers, Trucks, School Buses. Habitable motor vehicles, campers, school buses, motorcycles, trucks or commercial vehicles over three-fourths (3/4) ton capacity and boats, shall not be kept, stored or parked overnight on any street or lot, except within enclosed garages.

15. Garbage Refuse Disposal. All refuse shall be placed in sanitary containers and shall be placed on the lot on the morning of pick-up and be removed by 6:00 p.m. on the date of pick-up.

16. Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, cable TV, electrical service, telephone and sewerage systems. All residential utility service, telephone, television and lines to residences shall be underground and all fuel tanks must be buried.

17. Easements. Lots shall be subject to the easements as shown on the recorded plat. The developer reserves a ten (10) foot easement in front and rear yards and five (5) foot easement in side yard of ingress and egress for the installation and inspection of all utilities and drainage facilities. Said easements are hereby reserved over, upon, and across and under each lot on a strip of land ten (10) feet width along the front and rear lot lines and five (5) feet in width along side lot lines. Within these easements, no structure, planting, except small root plants, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. Lot owners shall be responsible for all maintenance in the easement area and for the replacement of all plants within the easements if such plants are damaged during maintenance or repair of the utilities.

18. Lake Easement. A specific ten (10) foot lake easement is reserved along all lakes for maintenance purposes.

19. Specific Restrictions as to Lake Front Lots. The said lots having lake and drainage easements as a part of the lots shall be subject to a "lake line easement" as shown on the above-referenced plat and shall also be subject to the following restrictions:

(a) No gas powered vehicles shall be permitted on the lakes or easements.

(b) No filling of the lakes shall be allowed and specifically, no filling of the lakes below the lake line shall be permitted except as required to maintain the original lake lot line or to replace eroded land so that the lot extends to the original lake lot line. No waste or garbage shall be placed in the lakes or below the lake line.

(c) The lot owner will take title subject to the right of Horry County or other governmental body work within and maintain The Lakes for drainage purposes.

(d) A perpetual easement for the use of the lakes is hereby reserved for every lot owner in the subdivision.

20. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which

shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any agency, authority, or utility for such purposes and on such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of each class of members has been recorded.

ARTICLE III

Membership and Voting Rights in the Homeowner's Association

Section 1. Membership. Every person or entity who is an owner of any lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any lot.

Section 2. Voting Rights. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all owners except the Developer. Class A Members shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The sole Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and become converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or

(b) on February 10, 1995.

ARTICLE IV

Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his

successors in title unless expressly assumed by them. Owners shall also be liable for an annual assessment relating to expenses exclusively belonging to the River Village section of The Lakes Phase VII including but not limited to permanent signage for River Village, landscaped entrance to River Village, the bridge into River Village, the curb and gutter in River Village, and special street lights in River Village.

Section 2. Purpose of the Assessments. The assessments levied by the Association shall be used exclusively to review, administer, and enforce deed restrictions, architectural compliance, dealings with utility companies and county services and to promote in general the health, safety, and welfare of the residents in the Properties and for the preservation and maintenance of any Maintenance Areas. Maintenance Areas to be maintained in common, whether or not shown on a plat, are any buffer areas shown on a recorded plat, the lands adjoining or are a part of any lots subject to this Declaration, and planter islands within street rights-of-way, together with all streets, roads and rights-of-way. Maintenance includes mowing and landscaping and control of aquatic growth in the lakes.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy-two (\$72.00) Dollars per Lot, exclusive of the special yearly assessment for River Village section of The Lakes Phase VII owners as described above.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of sixty-six and 66/100 (66.66%) percent of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Maintenance Areas: provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis, as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as of the date of filing the subdivision plat and subjecting the lots shown thereon to this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be given to every Owner subject thereto. The due dates shall be fixed by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property and recover all costs and expenses, including reasonable attorney's fees, whether or not suit is brought. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not effect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V General Provisions

1. Duration. The covenants and restrictions shall run until March 1, 2007, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by seventy-five (75%) percent of the lot owners.

2. Amendment. This Declaration may be amended by an agreement signed and recorded by at least Ninety (90%) percent of all the lot owners subject to this Declaration for the first twenty (20) years after recording and with seventy-five (75%) percent thereafter. The Developer may, however, modify, amend and adjust these covenants, restrictions, lot lines and land use to comply with changes specifically required by a review agency. Additional land within the area described in Deed Book 1121 at Page 118, records of Horry County, may be annexed by the Developer without the consent of the Members within eight (8) years of the date of this instrument provided that FHA and VA determine that the annexation is in accordance with the general plan approved by them.

3. Enforcement. Each lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth

in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Developer, the Architectural Control Committee or any aggrieved lot owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the rights to do so hereafter as to the same breach or as to a breach accruing prior or subsequent thereto and shall not bar or effect its enforcement.

4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional land, subdivision of Common Area, and amendment of this Declaration, covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the Developer, River Village Corporation of Myrtle Beach, has caused these presents to be executed in its name on the day first written above.

WITNESSES:

RIVER VILLAGE CORPORATION OF
MYRTLE BEACH

By: H. Gilford Edwards
President

By: R. Randolph Wallace
Secretary

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 River Village Corporation of Myrtle Beach by H. Gilford Edwards, its President, and R. Randolph Wallace, its Secretary, sign, seal and as its act and deed deliver the within written DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE LAKES SUBDIVISION; and that s/he with the other witness subscribed above witnessed the execution thereof.

SWORN TO before me this
31st day of August, 1989.

Famech H. M...
Notary Public for South Carolina

My Commission expires: 4/3/96