

Florence County Recording Page



Florence Clerk of Court
Doris Poulos O'Hara
180 North Irby Street MSC-E
Florence, SC 29501
(843) 665-3031

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This sheet is now part of this document, please leave attached.

Index Type : **DEEDS**
Type of Instrument : **RESTRICTIVE COVENANTS-DEED**
Type of Transaction: **Restrictions**

First GRANTOR

FOREST LAKE DRIVE

First GRANTEE

FOREST LAKE DRIVE

Received From :
FOREST LAKE HOMEOWNERS ASSOCIATION
P O BOX 12284
FLORENCE, SC 29504

Return To :
FOREST LAKE HOMEOWNERS ASSOCIATION
P O BOX 12284
FLORENCE, SC 29504

The attached document including this Cover Page was recorded in the County Recorder's office of
Florence County, South Carolina

Printed on: Friday, March 23, 2018 1:07 pm

FILED

2018 MAR 23 PM 1:04
AGREEMENT AND RESTRICTIVE COVENANTS
RELATING TO FOREST LAKE SUBDIVISION
CCCP & GS
FLORENCE COUNTY, SC

As amended January 30, 2018 by written proxy

KNOW ALL MEN BY THESE PRESENTS That we, the undersigned owners of property adjacent to Forest Lake of Florence, in consideration of the mutual agreements herein made and the benefits to be derived by us, our heirs, successors and assigns, do hereby covenant and agree with each other that the following agreements, restrictions, and covenants shall apply to and govern the use, sale, occupancy and development of our said properties adjacent to and in the area of Forest Lake of Florence, as shown on a map by Ervin Engineering Company, dated July 8, 1958, and subsequent amendments and changes to said map.

(1) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded; after which time the said covenants and agreements shall be automatically extended for successive periods of twenty (20) years unless an instrument signed by a majority of the then owners of the original area herein outlined for development has been recorded, agreeing to change the said covenants in whole or in part.

(2) The parties agree that they will or may subdivide their respective properties adjacent to Forest Lake of Florence as herein set out; that any subdivision made by them within the One Thousand (1000) feet radius set out below shall bear the name of Forest Lake Subdivision and no other; that a line shall be designated on the plat of the lake and adjacent properties and which line shall not exceed Ten (10) feet from the high-water mark of Forest Lake, and the subdivision herein authorized and agreed to shall not extend further than One Thousand (1000) feet inland from the aforesaid line. The parties reserve the right to build on, subdivide or sell lots or parcels from their remaining properties, but they do hereby agree, for the protection of themselves and the Forest Lake Subdivision, and its owners, that no use shall be made of any of the balance of their property, as shown on the aforesaid map made by Ervin Engineering Company, except that of farming or residential use, and that the agreements and restrictions herein set forth shall apply to any lots, parcels or buildings erected on or sold out of the remaining property, except that any residences built thereon shall have a minimum of Thirteen Hundred (1300) square feet of floor area, excluding open porches and garages. A further exception is made that the property on the highways bounding the tracts of the parties, to wit, the Old Timmons ville Highway and the Alligator or Old Bannockburn Road, may be used for commercial purposes to a depth of Two Hundred (200) feet only. It is further agreed that present uses of the property other than the area extending to One Thousand (1000) feet, as aforesaid, are excepted.

As clarification of the 1000' referenced in paragraph (2) of Agreement and Restrictive Covenants Relating to Forest Lake Subdivision and as has been legally interpreted in the past,

the Forest Lake Subdivision shall include all property on:

Forest Lake Drive, consisting of Forest Lake Drive, Gulf Cove, and Mears Drive.

Lakeshore Drive, consisting of Lakeshore Drive and Pee Dee Drive.

The Colony, consisting of Farmoor Court, Old Ivey Lane, and Rugby Lane.

Forest Lake Pointe, consisting of 1963 and 1967 Bateman Drive, Carolina Wren Court, Chickadee Court, Nighthawk Drive, Osprey Drive, and Tanager Drive.

Property owners of the following neighborhoods and streets are eligible for membership in the Forest Lake Homeowners Association. With membership, they support and share the use of the lake and common areas among other benefits, but unless executed in a separate document, they are not bound by the parameters of the Association such as building requirements:

Forest Lake Shores, consisting of Drakeshore Drive, Duck Hunter Pointe, Gadwall Point, Kristen's Channel, Pintail Drive, Waterfowl Way, and Widgeon Drive.

Forest Lake South, consisting of Brock Circle, Ginny Court, Goff Circle, Julia Drive, Lunn Drive, Madden Lane, Sliger Cove, Wanda Cove, Yeargin Cove, Young Charles Drive.

Forest Lake West, consisting of Claude Douglas Circle and Hepborn Boulevard.

Mallard Pointe, consisting of Mallard Lane, Teal Lane, and Watersedge Lane.

McLaurin Place, consisting of residences from 2000-2200 McLaurin Drive, and Shorebird Lane.

Knollwood, consisting of residences located between 1706 and 2116 Knollwood Drive, and English Drive.

Ratliff Property, consisting of Elwood Road, English Lane, and Ratliff Lane.

Waterford, consisting of Waterford Drive and Key Largo Court.

(3) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, and such proceedings may be brought by any party to this agreement, his heirs, successors or assigns, or by any other person owning any of said property.

(4) Invalidation of any of these covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.

(5) All lots shall have a minimum of Twenty Thousand (20,000) square feet in area, and each lot shall have a minimum frontage on the street or road which it faces of One Hundred (100) feet. No lot may be subdivided further except that a residence may be placed on one lot and a portion of another, or more than one lot taken together.

(6) The minimum building setback line shall be Sixty (60) feet from the porch of each of said lots, and no building shall be erected or placed on any lot nearer to the street line than such minimum setback line; the minimum setback line on any side street shall be Fifteen (15) feet, and no building or dwelling shall be erected or placed nearer the street line than such minimum line, and the minimum setback line from any interior line shall be Ten (10) feet.

(7) Once a subdivision of the property of any of the parties has been made and platted, the layout of the lots shown on said plat shall be adhered to, and no scheme of facing lots in any other direction than that shown on the plat shall be permitted. The said property shall not be further subdivided without consent of the parties hereto or their successors and assigns. No dwelling shall be erected or placed on any lot having an area of less than Twenty Thousand (20,000) square feet.

(8) The said lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any 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. There shall be no garage apartments, barns, or stables allowed on said property. No commercial buildings of any kind shall be placed on the said lots.

(9) The erection of a building on any lot in said subdivision shall not be commenced unless and until plans and specifications therefore have been approved, in writing, by the Board of Directors of Forest Lake of Florence, Inc., or by a committee named by the Board for such purpose. Provided, however, that unless the said Board, its agent, or such other party having the right to do so, commences suit to enjoin the erection of a building which has not been approved, as aforesaid, and files a lis pendens in the Office of the Clerk of Court for Florence County in such suit, prior to the completion of said building, then no suit may thereafter be brought by the said Board or its agent, or any other party, to enforce compliance with this section, or for a violation of this section.

(10) No residence shall be erected on any lot facing or bordering on Forest Lake, which shall have less than Sixteen Hundred (1600) square feet of floor area, and in all multi-story residences, the ground floor shall be a minimum of One Thousand (1000) square feet of area. In all remaining areas within the One Thousand (1000) feet referred to in Paragraph 2, no residence shall contain less than Fifteen Hundred (1500) square feet of floor area. Open porches and garages shall not be included in computing floor space.

(11) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All residences shall have a sewage disposal system approved by the State Board of Health of South Carolina. No hogs, pigs, horses, cows, goats or sheep shall be stabled or kept on any part of said property.

(12) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(13) An easement is reserved over the rear Five (5) feet of each lot for utility installation and maintenance.

(14) The parties further agree to cooperate in the development of the properties herein referred to by establishing easements, streets or rights of way for ingress and egress to the said lake,

and no subdivision shall be made or platted of any part of said lands until the proposed plans and plat or drawing have been submitted to and approved by the Board of Directors of the Forest Lake of Florence, Inc., or by a committee named by the said Board for that purpose.

(15) This agreement shall be binding upon the homeowners, their heirs, administrators, executors, successors and assigns.

Signed, Sealed and Delivered
In The Presence of

Elizabeth A. Battle
Witness #1

FOREST LAKE HOMEOWNERS ASSOCIATION

Tiffany D. Miles
Witness #2/Notary Public

by [Signature]
President

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Harry S. Allen IV seal and, as their act and deed, deliver the within written Agreement for the uses and purposes therein mentioned, and that (s)he with the below signed Notary Public witnessed the execution thereof.

SWORN to before me this 22nd day of March, 2018

Elizabeth A. Battle
Witness #1 / ELIZABETH A. BATTLE

Tiffany D. Miles (SEAL)
Notary Public
My Commission Expires: 8/4/25