

Florence County Recording Page



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

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

First GRANTOR

HIGHGATE LLC

First GRANTEE

HIGHGATE LLC

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The attached document including this Cover Page was recorded in the County Recorder's office of
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2023 MAR -6 AM 9: 49

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)
DORIS POVLOS O'HARA
CCCP & GS
FLORENCE COUNTY, SC
Declaration of Protective Covenants
Smith's Field Subdivision, Phase I

WHEREAS, Highgate, LLC (hereinafter "Developer") is the owner of all the lots of land in Florence County, South Carolina depicted on the plat by Nesbitt Surveying Co., Inc., dated January 19, 2023 and filed in the Florence County Clerk of Court's office in Plat Book 108 at Page 61 (the "Plat" herein); and

WHEREAS, Developer desires to restrict the lots shown on the Plat for the interest of the present and future owners of said lots and their protection, the same to be binding upon Developer, and all others purchasing or acquiring property in Smith's Field Subdivision, his/her/their/its heirs, executors, administrators, successors and assigns, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that Developer hereby, for and in consideration of the benefits to be hereafter obtained as and when lots are sold by it, hereby covenants and agrees for itself, its successors and assigns the following protective restrictions and covenants shall apply, cover and govern the use and occupancy of all of the lots of land shown on the Plat, and each of which, when sold, shall be subject to and be binding upon all persons owning or purchasing said property, their heirs, successors and assigns:

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 Thirty (30) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of Ten (10) years each, unless an instrument signed by a majority of the then owners of the

lots has been recorded, agreeing to change said covenants in whole or in part.

2. 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.

3. The layout of the lots as shown on the Plat shall be adhered to and no scheme of facing lots in any other direction than that shown on the Plat shall be permitted.

4. Except as provided herein, no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling, not to exceed two and one-half stories in height and an attached private garage or attached carport for not more than three (3) cars.

5. Except as provided herein, no residence shall be erected on any lot which has less than one thousand four hundred square feet (1,400 sq. ft.) of heated floor area. In computing floor space under this section, open porches and garages, carports, and outside storage shall not be included.

At least fifty percent (50%) of the front street facing exterior of all homes must be finished in brick. The remainder of the home's exterior, including the front, may be finished in vinyl, stucco, stone, cedar or hardiplank, or a combination of these materials.

Construction of homes on a concrete slab is acceptable, provide it is built on a monolithic, above grade slab or a "raised" slab.

All roofs shall have at least a 6/12 pitch but no more than a 12/12 pitch. Shingles shall be architectural style and shall be black, dark gray or dark brown unless otherwise approved by Developer.

Two copies of all plans must be submitted to Developer for approval. Approval must be in writing before construction commences.

6. For lots impacted by a drainage easement as depicted on the Plat, the setback lines delineated within the bounds of the individual impacted lot(s) shall be controlling. Otherwise, no building shall be located on any lot nearer to any lot line than the minimum building set-back lines established on the Plat. No lot can be further subdivided without Developer's written consent. Developer reserves the right in case of hardship to waive restrictions as to building lines, additional subdivision of lots and the facing of residences.

7. 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. No horses, mules, ponies, donkeys, cows, or swine shall be permitted to be housed or penned on any lot. Dogs, cats, or fowl shall not be permitted in numbers or kept in such a manner as to create a nuisance. Household pets (not to exceed three in number) may be kept but shall not be allowed to run free and shall be confined to the owners' lots. No pets or other animals may be kept for commercial breeding purposes.

8. No structure of a temporary character, trailer, camper, tent, shack, garage, or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No trailer, camper or motorhome shall be situated on any lot in such a way as to be visible from the front of said lot.

9. No fence of any kind shall be built on or around any of the lots without Developer's written approval being first obtained, both as to location, height, design and construction material, said written approval to be in instrument duly executed and acknowledged by Developer. Such approval shall be for fences in backyards only. No fences are permitted in any front yard.

10. No lot in Smith's Field Subdivision shall be used for manufacturing or commercial purposes of any kind or character whatsoever, including but not limited to a beauty parlor, etc.; nor shall any type of sign, other than a sign advertising the property for sale or rent, be erected on said lots.

11. Developer, for itself and its successors and assigns, retains an easement for the construction, maintenance and repair of a drainage system over, across, under and through all area(s) identified as "Drainage Easement", or the like, on the Plat.

12. All homes must be wholly constructed on the site and no preconstructed home or modular home will be permitted.

13. All driveways shall be of asphalt, concrete or brick construction. No slag or dirt driveways are allowed.

14. Developer has subjected the lots in Smith's Field Subdivision to a contract with Duke Energy Progress, its successors and/or assigns, for the installation of street lighting and each residential customer may be subjected to a continuing monthly payment to it for the cost thereof.

15. Each lot owner shall be responsible for the damage to curb, sidewalk, utility connections, underground facilities or street caused by the lot owner, its agents, servants, employees, contractor, subcontractor or material suppliers.

16. While a home is under construction, each lot owner is responsible for debris or materials scattered on dirt, on right of way, sidewalk, curb or street.

17. No antennas or satellite dishes shall be erected in the front yard or side yard facing a street.

18. All mailboxes must be located in the designated mailbox station located in Smith's Field Subdivision.

19. Except during initial construction of a residence, each Lot owner shall

provide adequate off-street parking for the parking of automobiles and/or other vehicles owned by the Owner and the Owner's family. The Owner and the Owner's family and invitees shall not routinely park automobiles or other vehicles on the front or side lawn, on any street or in Common Areas in Smith's Field.

20. Upon completion of construction of a residence, the owner of the home shall sod the front yard of the residence and shall plant at least one hardwood tree that is at least two inches (2") in diameter in the front yard of the residence.

21. At the initial construction of a residence, the owner shall install concrete sidewalk of standard width and thickness, consistent with other sidewalks in Smith's Field Subdivision, along all portions of the lot fronting any public street in the subdivision. The sidewalk shall abut the back edge of the street curb.

22. Installation/erection/construction of a swimming pool or other recreational facility, including any type outbuilding used in connection with such facility, must be approved in writing by Developer prior to commencing any work in furtherance of any such facility.

23. Accessory outbuildings for storage or other use shall be permitted, provided they are permanent structures built on site of similar design and materials as the residence. All such outbuildings must be approved in writing by Developer prior to construction thereof.

24. Each lot owner, regardless of whether they have built their home, must keep their land clean and mowed comparable to other lots and homes in the neighborhood.

25. All persons or entities who acquire ownership of lots in Smith's Field Subdivision shall be required to be members of the Smith's Field Subdivision Homeowners Association, or similarly named entity to be formed by Developer as a South Carolina non-profit corporation, ("HOA" herein) and shall be entitled to and subject to all rights, privileges and obligations of membership therein, including being subject to an annual assessment established by the HOA.

The fiscal year for collection of assessments by the HOA shall be a calendar year, running from January 1 through December 31 and the initial amount due for said assessments shall be two hundred dollars (\$200.00) per numbered residential lot owned, as said lot(s) are depicted on recorded plats of any property comprising Smith's Field. This amount is **SUBJECT TO ADJUSTMENT** from time to time, based on actual costs incurred for all HOA financial responsibilities related to Smith's Field Subdivision.

Each platted lot in Smith's Field shall have one (1) vote on any HOA business that requires a vote and a quorum for any meeting of the HOA shall mean representation, in person or by proxy, of a simple majority of the platted lots existing at the time of the meeting.

Any South Carolina licensed residential home builder who buys lot(s) in Smith's Field Subdivision shall be exempt from payment of HOA assessments for a period of six (6) months from the date of issuance of a Certificate of Occupancy by the applicable building code office or until the builder conveys ownership of a newly constructed residence to another party, whichever first occurs.

All other people or entities who acquire lots, vacant or improved, in Smith's Field Subdivision shall begin paying HOA assessments as of the date they receive their deed for said lot(s).

26. Upon the sale of all lots, or at such time as Developer deems it appropriate, all common areas in Smith's Field Subdivision, including but not limited to the retention pond, entrance ways, signage and mailbox station, shall be conveyed by Developer to the HOA and the HOA shall then bear all upkeep, maintenance and repair responsibilities and costs for all common areas.

27. Invalidity of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

28. Any reference to Developer herein used in the context of obtaining or requiring some form of approval shall mean John C. Curl, his assignee, his estate's personal representative if he is deceased, or any other member of Highgate, LLC.

EXECUTED BY DEVELOPER ON THE FOLLOWING ONE (1) PAGE

EXECUTED by the undersigned this 3rd day of March, 2023.

In the Presence of:

Highgate, LLC

Terri J. Micale

John C. Curl

by: John C. Curl
its: Authorized Member

Annalia Cook

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

Acknowledgement

Personally appeared before me Highgate, LLC, by and through its authorized member, John C. Curl, who acknowledged he executed and delivered the foregoing instrument for the uses and purposes stated therein.

Sworn to before me this 3rd
day of March, 2023.

Annalia Cook

Notary Public for South Carolina
My Commission Expires: January 3rd 2033

Annalia Cook
NOTARY PUBLIC
State of South Carolina
My Comm. Expires
January 3, 2033