

# Hagley Estates Property Owners Association

PO Box 686, Pawleys Island SC 29585

## ***DEED RESTRICTIONS***

*THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING CONDITIONS, COVENANTS, AND RESTRICTIONS:*

1. This lot shall be restricted to residential purposes only and shall not be divided or reduced in size by the Grantee, His heirs, successors or assigns without the prior written consent of the Grantor, its successors or assigns [HEPOA]. No additional streets, roadways or driveways shall be opened through any lot to serve adjoining property.
  
2. No structures shall be erected on this lot other than a detached single family dwelling not to exceed two stories in height with attached or detached garage and/or servant's quarters of similar design and appearance.
  
3. No concrete blocks, either in buildings or walls, except decorative screen blocks, shall be used above finished ground elevations unless same are covered with brick veneer, stone or stucco.
  
4. No fence, wall, hedge or mass plantings shall be permitted to extend beyond the minimum building setback from the rear line established herein or within thirty-five (35) feet of any golf course property line except upon written approval by the grantor herein.
  
5. No noxious or offensive activities shall be carried on or permitted upon this lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or the golf course. No hogs, goats, poultry, cows, horses or other animals which shall constitute a nuisance or cause unsanitary conditions or an undesirable situation to any property shall be boarded, maintained or kept on this lot.
  
6. No temporary structures including house trailers, tents, shacks, barns, shell type or prefabricated home or garage apartment shall be erected upon any lot.
  
8. No residence constructed on this lot, including porches or projections, shall be erected less than thirty (30) feet from the front lot line nor thirty (30) feet from the rear lot line. No residence shall be located less than twenty-five (25) feet from the side street line, nor less than ten (10) feet from the side lot line, except in the event two lots are purchased for the purpose of erecting thereon one single family dwelling, the dividing line between said lots shall not be considered as a side line.
  
9. The residence to be erected on said lot shall contain not less than 1200 square feet of heated living space. Any residence which exceeds one story shall have not less than 900 square feet on the ground floor and shall be a permanent design, shall have a fire resistant roof and the exterior thereof shall be finished and decorated in an attractive manner. No building or fence shall be erected upon this lot until the location and exterior plans

thereof shall have been submitted to and approved by the Grantor in advance of construction, and its consent will be given only if the location, construction and appearance of the building and/or fence meets with its approval.

10. No firearms of any variety shall be discharged upon said lot.

11. No business activity including a rooming house, boarding house, a gift or antique shop or the like or any trade of any kind whatsoever shall be carried on upon this lot.

12. An easement is reserved to the Grantor, its successors or assigns [HEPOA] in, upon and across ten (10) feet along each side line and across the rear line for utility installations, utility right-of-way and maintenance thereof. The right is also reserved by the Grantor to prepare sloping banks, cut or fill, on a three to one slope on all streets and roads.

14. Adequate off-street parking shall be provided by the Grantee herein for the parking of automobiles or other vehicles owned by said Grantee and Grantee agrees not to park his automobile or other vehicle on the streets in the subdivision.

15. The Grantee herein agrees to extend to any and all golfers lawfully using the golf course the courtesy of allowing such golfer to retrieve any and all errant golf balls which have taken refuge on said lot provided such ball may be retrieved without damaging the property of the grantee herein.

16. All lot owners and their families exclusively and not others without the written permission of Hagley Estates Inc. shall have the right to use the lake situated on tracts 4, 2 and 1 for fishing and recreational purposes. No one, including property owners, shall have the permission to use an out-board motor on any boat, raft or water vehicle on said lake.

17. No person whosoever shall traverse any of the fairways or greens of the golf course on any vehicle, bicycle or any other vehicle other than golf carts authorized for use on said golf course.

18. Should the Grantee, Hisheirs or assigns violate or attempt to violate any of these covenants, conditions and restrictions, it shall be lawful for any person or persons owning real property in Hagley Estates subdivision to prosecute any proceedings at law or in equity, against such person or persons violating, or attempting to violate, these covenants, conditions and restrictions and either to prevent said Grantee or Grantees from so doing, or to recover damages, for said violation.

*TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.*

*TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Grantee herein, his/her Heirs and Assigns forever.*

**Note: Original Restrictions 7, 13, 19 and 20 no longer apply. HEPOA was assigned the right to enforce these Deed Restrictions by Hagley Estates, Inc. 21 March 1979, Deed Book 178, page 136**