

State of South Carolina  
County of Laurens

## Restrictive Covenants



Whereas, L. P. Pitts is the owner of certain real property in Laurens County, South Carolina, near Waterloo, being shown and described on a plat of Wateroaks, made by Neil R. Phillips, Surveyor, dated March 31, 1980, and recorded in Plat Book 4.2 at page 11, Clerk of Court's Office for Laurens County; and

Whereas, L. P. Pitts is desirous of restricting the real property to residential and farm use only in order to preserve the attractiveness of the property and to provide full benefit and enjoyment to each property owner of his tract;

Now, therefore:

Know all men by these presents, that the several restrictive covenants contained herein shall attach to and run with the land known as Wateroaks shown on a plat recorded in Plat Book 4.2, page 11, Clerk of Court's Office for Laurens County, and it shall be lawful not only for L. P. Pitts, his heirs and assigns, but also for the owner of any property being a part of Wateroaks to institute and prosecute any proceeding at law or in equity against any person violating or threatening to violate the same, to-wit:

1. All dwelling houses and apartments constructed on any lot shall be site built and shall contain a minimum of 1, 200 square feet of enclosed, heated floor space. No mobile homes are allowed on any lot.

2. No building erected on the property other than a dwelling house or apartment shall be used for human habitation, temporarily or permanently.

3. No manufacturing enterprises shall be conducted on or in connection with any part of the property known as Wateroaks, and no part of the property shall be used for any purpose that as a matter of common experience tends to create a nuisance. No commercial manufacturing for profit shall be conducted on or in connection with any part of the property known as Wateroaks except agricultural pursuits and incidental accessory retail uses and services conducted primarily for the convenience of residents of Wateroaks.

4. Sewage shall be disposed of only in septic tanks or by other means which meet the approval of the South Carolina Department of Health and Environmental Control.

5. Property owners shall use their property so that air and water supplies are protected from pollution and the ecological balance is maintained.

6. L. P. Pitts reserves to himself and his heirs and assigns an easement for flooding that portion of the property which contains the principal lake, and an easement over the entire surface waters of the lake for recreational purposes, fishing, hunting, boating and swimming. Each owner of a portion of the lake bed shall have the right to construct and maintain a dock, float or raft for swimming and boating purposes on and above the surface waters of the lake on his property but only to the extent that said dock, float or raft is placed and constructed so that it will not interfere with the reasonable use of the surface waters by grantor, his heirs and assigns.

7. Property owners having access and use rights to the principal lake at Wateroaks may establish such reasonable rules as necessary or desirable to control such access and use, including not by way of limitation but in addition to others, provisions that property owners shall share costs of maintenance of the lake and dam, if any, and that property owners may grant lake privileges to their visitors and guests only so long as such visitors and guests are residing on Wateroaks property or are in the company of the property owner, and that property owners and persons violating such rules as may be established may be denied lake access and use privileges.

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2009010734

OTHER DB  
RECORDING FEES \$10.00  
PRESENTED & RECORDED:

12-29-2009 02:18 PM

LYNN W. LANCASTER  
CLERK OF COURT  
LAURENS COUNTY, SC  
BY: ROSLYN JOHNSON CLERK

BK: D 958

PG: 39 - 41

12/30/2009  
DATE

958  
BOOK

39  
PAGE

Sally B Lancaster  
AUDITOR

8. L. P. Pitts reserves to himself and his heirs and assigns an easement at such location and of such width across tracts 1 and 13 of Watroaks as is reasonably necessary for purposes of access to and construction and maintenance of a dam which creates and impounds the principal lake. This reservation of easement shall not imply a duty upon L. P. Pitts or his heirs and assigns to maintain such dam.

9. No motor larger than 7 ½ horsepower shall be permitted on the principal lake of Watroaks.

10. Each and all of the covenants, conditions and restrictions contained herein shall be deemed to be continuing; no waiver of a breach of any of them shall be construed as a waiver of any other or subsequent breach.

11. Invalidity of any one or more of these covenants shall in no way affect any other, and those remaining shall be in full force and effect.

12. These covenants and restrictions shall continue in full force and effect until December 31, 1999, and shall thereafter be automatically extended for successive periods of ten (10) years unless the owners of fifty percent (50%) or more of the land area shown on the plat of Watroaks shall elect to terminate them.

Witnessed & recorded in book 223, page 493, on 10/02/80

13. Whereas, L. P. Pitts, has sold all of the certain real property in Laurens County, SC, near Waterloo, being shown and described on a plat of Watroaks, made by Neil R. Phillips, Surveyor, dated March 31, 1980, and recorded in Plat Book 4.2 at page 11, Clerk of Court's Office for Laurens County, written notice to all known addresses for property owners was mailed in early November 2009 for a meeting to be held on December 13, 2009. At this meeting on December 13, 2009, 64% of the owners of the land area shown on this plat voted to amend item #12 of this covenant. The covenant shall now read: These covenants and restrictions shall continue in full force and effect for the period of one (1) year and be automatically extended for successive one (1) year periods unless the owners of fifty percent (50%) or more of the land area shown on the plat of Watroaks shall elect to terminate them.

14. At this meeting on December 13, 2009, 64% of the owners of the land area shown on this plat agreed to form a Watroaks' Property Owners Association to meet on the first Saturday in August of each year to discuss situations that pertain to the Watroaks property. Property owners may call for additional meetings anytime during the year as the need arises.

Witnessed & recorded in book \_\_\_\_\_, page \_\_\_\_\_ on December \_\_\_\_\_, 2009

Wateroaks' Property Owners Signatures for Restrictive Covenant Changes  
December, 2009

Jake Rasor, Jr. [Signature]

Claude Collins [Signature]

Bill McKee [Signature]

Berry L. Woods [Signature]

Michael C. Johnson [Signature]

David Holmes [Signature]

Witness [Signature]

Witness [Signature]

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF LAURENS )

I, the undersigned, a notary public do hereby certify that the property owners herein  
appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 29 day of DECEMBER, 2009.

Jessica B Holman

Notary Public for South Carolina

My commission expires ~~My Commission Expires~~  
May 6, 2015