

Litchfield Country Club Deed Covenants

As the Litchfield Golf Company, Inc., the developer of Litchfield Country Club (LCC), sold lots in the development, beginning circa 1965, included in each deed were covenants and restrictions (“Covenants”), which are listed below. These Covenants “run with the land” and pass to each succeeding deed to the present day.

In 2002, The Litchfield Golf Company, Inc., assigned all its rights under the Covenants to the Litchfield Country Club Property Owners Association, Inc. (LCCPOA), except for number #13, which was later terminated (see note below). Litchfield Golf also sold the real property it owned, including the LCC golf course and Clubhouse, to Myrtle Beach National which later sold in 2015 to Founders Group, the current owner.

All LCC residential lots are subject to the LCC deed covenants. Subjugation of LCC property to the deed covenants is not affected at all by LCCPOA membership. Original deeds for each lot in LCC may be viewed at the Georgetown County Register of Deeds Office.

Deed covenants are made part of a property deed by a seller (Grantor) when land is sold. The covenants then are passed along to succeeding deeds making each deed likewise subject to the original covenants. Covenants are an agreement between a seller (Grantor), which initially includes covenants as part of a conveyance, and the buyer (Grantee), which agrees to them as part of a conveyance. It is like a contract which can be modified only by UNANIMOUS consent of all the parties to the contract. Therefore, it would be almost impossible to change or modify the LCC Deed covenants.

LCCPOA is a voluntary membership property owners association (POA), not a homeowners association (HOA), where membership derives from a master set of covenants, conditions and restrictions (CCRs), or with condominiums as in a “horizontal property regime” (where units are individually owned but the building is common property). A CCR HOA community typically has private streets, owned by the HOA, owns and maintains common property, and has MANDATORY MEMBERSHIP. In an HOA, adherence to rules is mandatory and the governing body (board) can assess fines for rule violations, which if unpaid, become a lien. Most significantly, the board can CHANGE its rules from time to time to reflect changing times, needs, interpretations, and circumstances.

In contrast, LCC does NOT have an HOA. All the LCC streets are public streets, owned and maintained by either SC DOT or Georgetown County. LCCPOA does not own any property. LCCPOA is NOT a governing body for LCC. It is merely a corporation providing a framework for an association of member/residents. LCCPOA has NO authority to make rules or to enforce them, outside of enforcement of the Covenants. LCCPOA cannot assess, fine, or attach a lien to any property. LCCPOA is NOT the community police, nor is it a mediator or arbiter of disagreements between/among neighbors. LCCPOA can encourage and work with property owners to try to get compliance with the Covenants, but the ONLY way LCCPOA can “enforce” the Covenants is to file a lawsuit in court seeking a judicial order. The bottom line is that an HOA exists to control its members, whereas a POA exists to benefit its members.

Lastly, please keep in mind that just because we consider something undesirable does not necessarily translate into our having the means to curtail or stop it.

Item 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. No additional streets, roadways, or driveways shall be opened through any lot to serve adjoining property.

Item 2. No structure 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 servants' quarters of similar design and appearance.

Item 3. No concrete blocks either in building or walls except decorative screen blocks shall be used above finished ground elevations unless same are covered with brick veneer, stone, or stucco.

Item 4. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set back from the rear line established herein or within forty (40) feet of any golf course property line except upon written approval of the Grantor herein.

Item 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.

Item 6. No temporary structures including house trailers, tents, shacks, barns, shell type or prefabricated home, or garage apartment shall be erected upon any lot.

Item 7. No individual sewage disposal system or individual water supply system shall be permitted on this lot unless said system is designed, located, and constructed in accordance with the requirements of the State Board of Health and the Georgetown County Health Department.

Item 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 forty (40) feet from the rear line. No residence shall be located less than thirty (30) feet from the side street line nor less than fifteen (15) 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 sideline.

Item 9. The residence to be erected on said lot should 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 furnished in and decorated in an attractive manner. No building or fence shall be erected on the lot until the location and exterior plans thereof shall have been submitted to and approved by the Grantor herein 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.

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

Item 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.

Item 12. An easement is reserved to the Grantor, its successors or assigns in, upon and across ten (10) feet along each sideline and across the rear line for utility installation, 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.

Item 13. Prior to agreeing to convey or alienate this lot the Grantee herein agrees to give the Grantor, its heirs, or assigns, a twenty (20) day written option to repurchase this lot at a price equal to the bona fide offer which he shall be receiving from the prospective purchaser. The written option must include the name and address of the prospective purchaser together with his written offer to the Grantee herein. In the event the Grantee herein conveys this lot without compliance with this restriction Litchfield Golf Co., Inc. shall have the right at any time within three (3) months after receiving actual notice of said sale to tender an amount equal to the price received by the Grantee herein and demand from the then title holder the conveyance of this lot to Litchfield Golf Co., Inc. its successors and assigns.

In 2003 Number 13 of the above restrictions was assigned by the Litchfield Golf Company to the Litchfield Company of South Carolina Limited Partnership, a South Carolina Limited Partnership ("The Litchfield Company"). In 2020 the successor to the Litchfield Company terminated it.

Item 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 said grantee agrees not to park his automobile or other vehicle on the streets of the subdivision.

Item 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 golf ball may be retrieved without damaging the property of the Grantee herein.

Item 16. No boats canoes or rafts shall be used upon any pond or lake unless the Grantor first gives its written permission. The Grantee herein or his guests shall have no right to use the lakes within the golf course property proper or other facilities of the Grantor unless said Grantee is a member in good standing of the Litchfield Golf Club.

Item 17. No person whomsoever 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.

Item 18. **Item 18 was stricken from the original deeds and is not applicable.**

Item 19. It is understood and agreed that the foregoing conditions, covenants, and restrictions shall be appurtenant to and run with the said premises; and that, in the event of violation of any of said conditions, covenants and restrictions, the said Grantor, its successors or assigns, shall have the right of abatement and the right to enforce compliance by injunction or any other appropriate legal action.

Item 20. It is understood and agreed that these covenants, conditions, and restrictions are made solely for the benefit of the Grantee herein and may be changed at any time by mutual consent in writing of the parties hereto, their heirs, successors, or assigns.