

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

DECLARATION OF RESTRICTIVE  
COVENANTS  
SEABROOK POINT SUBDIVISION  
SECTION III

RECORDED  
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WHEREAS, C. E. McLEOD, JR., ANNE McLEOD POULNOT, JESSIE McLEOD KIDDER, GEORGE A. McLEOD, W. H. McLEOD, JR. and HOPE McLEOD CAPPELMANN, Individually and as Executrix under the Will of W. H. McLEOD, SR., hereinafter called "Owners" are the owners in fee simple of certain real estate located at Seabrook, Beaufort County, South Carolina, and shown on a plat of property of Seabrook Point, Section III prepared by R. D. Trogdon, Jr., R.L.S., dated May 19, 1986 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 35 at Page 277.

WHEREAS, said C. E. McLEOD, JR., ANNE McLEOD POULNOT, JESSIE McLEOD KIDDER, GEORGE A. McLEOD, W. H. McLEOD, JR. and HOPE McLEOD CAPPELMANN, Individually and as Executrix under the Will of W. H. McLEOD, SR., are desirous of offering for sale lots and/or tracts constituting the real estate as shown on said plat, and imposing thereon the following conditions and restrictive covenants designed for the purpose of keeping said property desirable, uniform and suitable in architectural design and use for themselves and all future owners, now therefore;

KNOW ALL MEN BY THESE PRESENTS, that the said C. E. McLEOD, JR., ANNE McLEOD POULNOT, JESSIE McLEOD KIDDER, GEORGE A. McLEOD, W. H. McLEOD, JR. and HOPE McLEOD CAPPELMANN, Individually and as Executrix under the Will of W. H. McLEOD, SR., for and in consideration of their desire to develop and sell the property as above stated and the mutual advantages of said restrictive and protective covenants to themselves and all subsequent property owners, the

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following conditions, restrictions and limitations are hereby imposed on all lots in Seabrook Point, Section III, as shown on the above described plat, to-wit:

1. All lots shall be used for residential purposes only, except for such areas as may be designated from time to time for other purposes by the architectural committee appointed by the Owners, their heirs, successors and assigns, or as may be designated by any homeowner's and/or owner's association which may be created at a future date, provided authority to make such designation is granted said homeowner's and/or owner's association in writing by the Owners.

2. All lots shall be used for single family residential purposes only and all plans for buildings, including any outbuilding, pump houses, fences or other improvements shall, prior to the commencement of construction, be approved in writing by the architectural committee of the Owners, their heirs, successors or assigns. The Owners shall be the architectural committee until such time as one is elected. The architectural committee shall approve or disapprove in writing all plans or specifications submitted to it within thirty (30) days after the receipt thereof, provided further that any disapproval of plans and/or specifications shall have the reasons for such disapproval stated in full. The purpose of such approval or disapproval is to ensure that all buildings and residences shall blend with the general appearance and atmosphere of the community.

3. No building shall exceed two storys in height, exclusive of any basement story without the express written approval of the architectural committee, nor shall any lot have more than one outbuilding (excluding the

pump house) and no outbuildings shall be used for other than residential purposes. Any improvements, additions or alterations of any residential unit must be approved by the architectural committee.

4. All residences constructed on Lots 51, 60 and 63 shall contain not less than 1,600 square feet of finished living space, exclusive of porches, garages or outbuildings; residences constructed on Lots 58, 61, 62, lots 64 through 81 and lots 86 through 88 shall contain not less than 1,800 square feet of finished living space, exclusive of porches, garages or outbuildings; residences constructed on lots 50, 52 through 57, 59, lots 82 through 85 and lots 89 through 97 shall contain not less than 2,000 square feet of finished living space, exclusive of porches, garages or outbuildings. All homes constructed in Section III of Seabrook Point, shall have a minimum of one thousand (1,000) square feet on the first floor.

5. All buildings, residential or otherwise, shall be of a permanent design, shall have a fire resistant roof and the exterior shall be finished and decorated in an attractive manner acceptable to the architectural committee of the Owners.

6. All buildings erected on water front lots shall be set back no less than 50 feet from the Mean High Water line, not less than 15 feet from either side boundary line, and not less than 50 feet from Seabrook Point Drive.

7. Any building constructed on any other lot as shown on the above stated plans shall be constructed not less than 50 feet from any street line, not less than 50 feet from any rear boundary line and not less than 15 feet from any side boundary line.

8. In the event two adjacent lots shall be purchased by one owner the owner shall be entitled to elect to treat both lots as one individual lot, provided, however, that once such election is made, the said two lots shall thereafter be treated as one lot and not be re-subdivided or used in any other manner and shall be subject to all conditions and restrictive covenants as stated herein, the same as any other individual lot.

9. No noxious or offensive activity shall be allowed upon any lot or other property as shown on said plat, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or be a nuisance to the neighborhood or affect the use and quiet enjoyment thereof. Further, there shall not be maintained, except in designated areas, any plants or domestic animals other than household pets, whose normal existence or activities is in any way noxious, dangerous, unsightly, unpleasant or of a nature tending to diminish, destroy or disrupt the quiet and enjoyment of the neighborhood in general. All animals of any nature shall be under the complete control of the owner thereof at all times.

10. There shall not be placed on any lot or street, any structure of a temporary character, including trailers, campers, mobile homes, tents or other temporary shelters other than those which shall be stored in an inconspicuous manner and out of the general view of the neighborhood. In no event shall such be used for residential purposes.

11. No lots shall at any time be used for the parking of commercial vehicles other than those employed in the business of construction during the period of construction of residential dwellings on said lot. Personal pick-up trucks or similar vehicles shall be excepted.

12. All residences shall be constructed so as to provide adequate off street parking for the residents thereof and at no time shall overnight parking be allowed in the streets.

13. No commercial signs, businesses or advertisement shall be erected or maintained on any lot. All residences shall be required to tap on to any central water system or to a central sewage system which may be provided, and pay a reasonable tap on fee therefor, provided, however, that until such water or sewage shall become available, all lot owners shall be entitled to use a septic tank or similar system approved by the South Carolina Board of Health or other public authority having jurisdiction thereof and further that such lot owner shall be entitled to place individual wells for such use as is desired.

14. No lots shall be re-subdivided or its boundary lines changed except with the express written consent of the Owners, their heirs, successors and assigns.

15. No firearms, fireworks or other loud noise making devices shall be discharged upon or in close proximity to any lot or street as shown on said plat.

16. These restrictions are made for the benefit of any and all persons who now may own or who may hereafter own property, as shown on said plat, and such persons are specifically given the right to enforce these restrictions and reservations and it shall be lawful for the Owners or any subsequent owner or owners of any lot within the limits of the property of Seabrook Point Subdivision, Section III, to institute and prosecute any proceedings at

law or in equity against the person or persons violating or threatening to violate any condition or restriction as set forth herein.

17. All persons shall keep any lot or lots which they own in a neat and orderly condition, free of any trash or garbage which may collect thereon and the Owners, their heirs, successors or assigns may at the expense of any owner enter upon any property and remove therefrom any trash or other undesirable item, after having given the owner five (5) days notice to have such trash or undesirable items so removed.

18. No dock, groin or like structure shall be constructed from any lot into the waterway or adjacent marsh until the plans and specifications for such structure shall have been first approved in writing by the Owners, their heirs, successors or assigns.

19. All garbage or trash receptacles shall be placed in a screened area not generally visible.

20. In the event any owner or owners should desire to sell any property purchased from the Owners, their heirs, successors or assigns, together with the improvements thereon, if any, the property shall first be offered to the Owners, their heirs, successors or assigns a right of first refusal to purchase said property under the same terms and conditions as set forth in any bonafide offer received from a third party, unless the Owners shall expressly waive such right of first refusal in writing, provided, however, that the Owners shall exercise within thirty (30) days after receipt of written notice to do so its right of first refusal, and in the event the

Owners shall fail to exercise such right, then the right of re-purchase shall be null and void and the owner or owners shall be released from the option contained herein.

21. All construction shall be completed within a reasonable time after the commencement thereof. In the event of a violation or breach of any of these restrictive covenants or conditions by any property owner or agent thereof, or in the event there is a clear and present danger of violation or breach of such restrictions, the Owners, their heirs, successors and assigns or any owner, individually or collectively may proceed at law and equity to compel compliance with the terms as stated herein or seek such other relief as may be necessary.

22. The Owners shall have the authority and may include in any contract or deed hereinafter executed any additional covenants and restrictions they deem necessary; provided that such restrictions shall not be inconsistent with the covenants and restrictions set forth herein nor shall such authority be used to defeat the purposes of these restrictions and covenants.

23. Any dock or other community facility which may be constructed by the owners shall be maintained and governed by them in accordance with such rules and regulations as may be set forth in writing by the Owners, and the Owners shall have authority to make such assessments as may be necessary for the maintenance and enjoyment thereof, provided, however, that the Owners shall, upon the formation of a lot and homeowners association, turn over to such association the authority and responsibility as stated herein.

24. All power lines, telephone lines, water line or other utility facilities shall be placed underground, wherever possible.

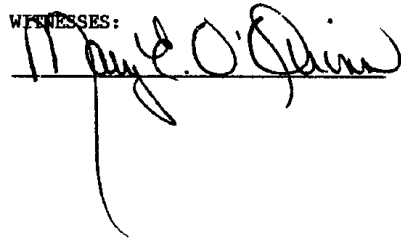
25. The Owners hereby reserve an easement or right-of-way over all lots for the maintenance of any power lines, telephone lines, water or sewage lines, drainage, or any other utilities, either above or below ground, which may be necessary for the health, welfare, use and general enjoyment of any landowner, provided, however; any such easement shall be reasonable and placed so as not to interfere with the use of any lot or enjoyment of life style of any individual landowner.

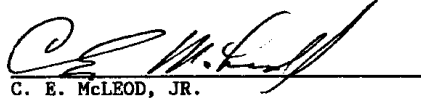
26. All and each of the restrictions conditions and covenants herein contained shall run with the land and all future owners shall have the same right to invoke and enforce its provisions as the original owners hereof, and they shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter continue and be perpetual in duration unless and until same shall be terminated by a vote of not less than Seventy-Five (75%) percent of the homeowners, provided that in any event the conditions and covenants as stated herein shall remain in full force and effect for not less than twenty-five (25) years from date hereof.

27. All lot owners shall be members of the Seabrook Lot and Homeowners Association, shall be subject to the Declaration established for such Association, and pay all dues and assessments levied by the Association, in accordance with its terms and provisions.

IN WITNESS WHEREOF, the undersigned have herewith set their Hands and Seals at Beaufort, South Carolina, this 13th day of October, 1988.

WITNESSES:



  
C. E. McLEOD, JR.



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Julian Levin

Anne McLeod Poulnot  
ANNE McLEOD POULNOT

BY: Claude E. McLeod, Jr.  
CLAUDE E. McLEOD, JR.,  
Attorney-in-Fact

Jessie McLeod Kidder  
JESSIE McLEOD KIDDER

BY: Claude E. McLeod, Jr.  
CLAUDE E. McLEOD, JR.,  
Attorney-in-Fact

George A. McLeod  
GEORGE A. McLEOD

BY: Claude E. McLeod, Jr.  
CLAUDE E. McLEOD, JR.,  
Attorney-in-Fact

W. H. McLeod, Jr.  
W. H. McLEOD, JR.

BY: Hope McLeod Cappelmann  
HOPE McLEOD CAPPELMANN,  
Attorney-in-Fact

Hope McLeod Cappelmann  
HOPE McLEOD CAPPELMANN, Individually  
and as Executrix under the Will of  
W. H. McLeod, Sr.

BEAUFORT COUNTY DEVELOPMENT STANDARDS  
FINAL PLAN APPROVAL

This is to certify that the Beaufort County Joint  
Planning Commission has found the site plan shown  
hereon to be in compliance with the Beaufort County  
Development Standards Ordinance and has authorized  
issuance of a development permit.

Date of Planning Commission approval 9/25/87

Development Permit # 1576

Certified by Charles H. Hotal  
10/14/88

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT            )

PERSONALLY appeared before me Mary E. O'Quinn who, on  
oath, says that s/he saw the within named C. E. McLEOD, JR., ANNE McLEOD  
POULNOT, JESSIE McLEOD KIDDER, GEORGE A. McLEOD, W. H. McLEOD, JR. and HOPE  
McLEOD CAPPELMANN, Individually and as Executrix under the Will of W. H.  
McLEOD, SR., sign, seal and as their act and deed, deliver the within written  
Declaration, and that s/he along with Julian S. Levin  
witnessed the execution thereof.

SWORN TO before me this 13th  
day of October, 1988

Julian S. Levin  
Notary Public for South Carolina  
My Commission Expires: 1/16/91

Mary E. O'Quinn  
LSG&S

FILED AT 9:31 O'CLOCK AM OCT 17 1988 REGISTER OF MESNE CONVEYANCE