

STATE OF SOUTH CAROLINA     )  
                                      )  
COUNTY OF CHARLESTON        )

RESTRICTIONS OVER CERTAIN LOTS IN  
HOBCAW POINT, CHRIST CHURCH PARISH

BE IT KNOWN BY THIS INSTRUMENT in writing that Hobcaw Realty Company (hereinafter sometimes referred to as the Developer) a South Carolina Corporation, the owner of the tract of land known as Hobcaw Point in Christ Church Parish, Charleston County, South Carolina recognizing that the placing, imposing and recording of proper restrictions, conditions and limitations into which the said property is subdivided, is a matter of utmost importance to Hobcaw Realty Company and to the immediate and future purchasers of property in Hobcaw Point, their heirs, successors and assigns, and that Hobcaw Realty Company recognizes that the proper restrictions, conditions and limitations upon the size, use and occupancy of the lots and area into which said Hobcaw Point is subdivided, materially protects the investment of Hobcaw Realty Company and the purchasers of property in Hobcaw Point, present and future, and that by proper restrictions, conditions and limitations the said lots or areas increase in value to the financial benefit of Hobcaw Realty Company, its successors and assigns and all present and future purchasers of the said lots or areas in Hobcaw Point:

NOW, THEREFORE, BE IT KNOWN by this instrument in writing that for and in consideration of the sum of Three (\$3.00) Dollars to it in hand paid, and in consideration of other mutual advantages flowing therefrom unto Hobcaw Realty Company, the following real property situate in Hobcaw Point in Christ Church Parish, Charleston County, South Carolina, to wit:

ALL that certain piece, parcel or tract of land situate, lying and being in Christ Church Parish in the County of Charleston and State of South Carolina, as shown and delineated on a plat thereof entitled "Plat of a Part of Hobcaw Point Subdivision, Blocks 'A', 'B' and 'C; and Part of 'G', 'H' and 'I' Christ Church Parish, Charleston County, S. C.", made by J. B. Weston, Reg. L. S. and C. E., dated April, 1953, and of record in the R.M.C. Office for Charleston County in Plat Book J at page 51.

shall, whether or not so state in the deed or deeds of conveyance, be subject to the following restrictions, conditions, covenants and limitations hereinafter set forth, which shall be considered as a covenant running with the land:

1. All of the lots owned by Hobcaw Realty Company above referred to shall have such size, shape and dimensions and shall be bounded, as shown and set forth on the aforesaid plat recorded in the Office of the Register of Mesne Conveyance for Charleston County, South Carolina in Plat Book J, Page 51.
2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, with the exception as to our building which can be made use of as a garage or for residential storage purposes and for living quarters only of or for servants employed by the occupants of the main residence on said lot; and specifically is the use of any building on any lot, or the use of any lot for business or combined business and residential purposes prohibited; nor shall any building erected on any lot be used as a club house, or a meeting place for any group or any organization, it being the intention of this restriction to limit the use of the buildings erected on the said lots exclusively to residential purposes.
3. All residences and other structures, except fences upon any lot shall be set back from any street or roadway on which said lot adjoins a distance of at least fifty (50') feet, and shall be set back from any lake, lagoon or other shore line on which the said lot adjoins not less than thirty (30') feet, and shall be set back from every other boundary line of said lot not less than ten (10') feet; provided, however, that if any owner shall elect to use two or more lots for one residence, the boundary line between the lots so used shall be regarded as non-existent for determining the set back of structures. The set back provisions herein prescribed may be altered by the Developer (Hobcaw Realty Company) whenever in its judgment the topography or configuration of any lot renders the set back provisions as herein prescribed unreasonable or if it imposes undue restrictions on that lot or the owner thereof, but such alteration shall be made only with the consent of the owner of the lot affected. The set back from streets, roadways and shore line shall be measured with reference to the wall of the structure and shall not take into consideration steps, incovered terraces and similar minor architectural features.
4. No fence shall be erected on any lot across the front line of the lot or on either of the side lines of the lot within fifty (50') feet of the front line of the lot, which is more than eighteen (18") inches higher than the center line of the street upon which the lot fronts, and no fence shall be erected on any part of the lot or on any side line of the lot which exceeds six (6') feet in height; provided however, that this restriction shall not apply to any lot which abuts on an access lot (so designated on the aforesaid plat) which is used by lot owners in Hobcaw Point for the parking of boat trailers and upon which a boat landing is provided for owners of inside lots. A fence may be built in such cases, not exceeding six (6') feet in height, upon the dividing lot line between such access lots and the adjoining lots of private lot owners.
5. No single-family one-story dwelling comprising less than twelve hundred (1200) square feet in floor area, exclusive of open porches and/or garages shall be erected on any lot; nor shall any structure of two or more stories be erected on any lot, the first floor area of which is less than nine hundred (900) square feet, exclusive of open

porches and/or garages; except that as to lots in Block A on the aforesaid plat no one-story dwelling shall comprise less than fourteen hundred (1400) square feet floor area, exclusive of open porches and/or garages.

6. No structure of any kind shall be erected, installed, altered or maintained on any lot until and unless complete design, plans, specifications shall have been approved in writing by the Developer. The failure of the Developer (Hobcaw Realty Company) to either approve or reject said place, design and specifications or alterations within thirty (30) days after written report has been made by the prospective builder shall be construed as approval of said plans.

7. No lot shall be subdivided so as to reduce the size of said lot nor shall any portion less than the whole of any lot be sold or conveyed, except that a lot may be subdivided into parts or portions which be owned by the respective adjacent lot owners to the said lot which is subdivided, so that the lot which is subdivided shall be and become parts of the adjacent lots thereto. In the event there is a re-subdivision of any lot so as to increase the size of any adjacent lots, the said lot with the resulting increase size shall be subject to the same.

8. There shall be no sewage disposal from any lot save by sewer, septic tank or other sewer methods approved either by the Charleston County or the State of South Carolina Boards of Health. No person shall create, maintain or permit upon any lot the existence or conduct of any offensive trade, occupancy, business or practice or of any nuisance or of any condition imperiling the public health, safety or comfort or any condition that in the opinion of the Developer is unsuited to the use of the said lot and of the contiguous lots, for residential purposes.

9. No trailer, bus or other vehicle whether or not the wheels are removed therefrom shall be kept or used on the property as a dwelling, kitchen, bath house, dressing room, main building or out building of any kind, and any trailer, bus or other vehicle, except an automobile which can be used for any one or more of the above purposes placed upon said property and left there for twenty-four hours or more shall be conclusively presumed to be kept and used for one or more of said prohibited purposes.

10. No grass, weeds, underbrush or other wild vegetation shall be permitted on any lot which is more than eighteen (18") inches higher than the center of the line of the street upon which the said lot fronts.

11. The Developer (Hobcaw Realty Company) expressly reserves to itself the fee simple title in all of the streets, lanes, ways, avenues, crossings and drives, roadways, and marsh or spoil areas, as is or shall be designated on the plats of said lots, and/or as the same exist, and reserves to itself the right to construct, locate, and/or erect, and/or permit, and/or cause to be constructed; located, and/or erected all sewer, drain, gas, and water

pipes, telephone, telegraph, and/or electric poles and wires, and other public or quasi-public utilities, or any one or more of them thereon, thereover, and/or thereunder, and to use the same for such other reasonable purposes as it may deem proper, or necessary, The Developer expressly reserves to itself the exclusive right to fix the grade of all of the said streets, lanes, ways, avenues, crossings, drives and roadways, and to grade, change the grade, and/or regrade the same or any of them, and to convey or grant to any person or persons, corporation or municipality all its rights, title and interest in in the same or any rights or easements herein not inconsistent with the use of the same as streets.

12. On all water front or marsh lots where it is necessary to construct a retaining dike for the purpose of retaining dredged spoil, the said spoil area shall remain the property of the Developer (Hobcaw Realty Company); however, each lot owner shall have a permanent easement to said spoil area between his lot line and the line of the dredged waterway; and said easement shall be appurtenant to the lot fronting on the said area. The Developer (Hobcaw Realty Company) reserves the permanent right of ingress and egress to, from and upon such spoil areas and shall have the right at any time to use such areas for depositing additional spoil from time to time; provided, however, that the Developer (Hobcaw Realty Company) shall have no obligation or responsibility in respect of maintaining or keeping up the said spoil areas in any way. On any lot abounding on a fresh or salt water lake or pond, the owner or owners of the abounding lot or lots shall have the exclusive right to the use of said lake or pond so long as said lake or pond and the shores thereof are kept in clean condition. The Developer (Hobcaw Realty Company) shall have the right to the use of such lakes or ponds and the right to make suggestions from time to time as to their improvement. The original trunk or trunks of water gates provided for the drainage of such lakes or ponds shall be under the control of the Developer; provided, however, that the Developer assumes no obligation or responsibility in respect of the maintenance and upkeep of the same.

13. The plans, specifications and designs for any proposed dock, wharf or boat house on any lot must be approved in writing by the Developer before commencement of construction of same, and the Developer will furnish typical dock plans upon request of any dock owner.

14. No shrimp boats, fishing boats or any other boats used for commercial purposes shall be allowed to dock at any dock or wharf at Hobcaw Point, except for emergency shelter from hurricane or storm, and in such emergency case must leave within twenty-four hours after such hurricane or storm has passed.

15. The Developer reserves to itself the right, at any time to times, if it shall so desire, an easement for that purpose, to lay, erect, and/or construct, and/or permit, and/or cause to be laid, erected and/or constructed, water, and/or has mains and pipes, and/or conduits, drains, sewers, and/or telephone, telegraph, and/or electric poles, and/or wires, and/or public or quasi-public utilities, functions and/or instrumentalities, and/or any other conveniences consistent with the development of the property and of the other property of the

Developer on the said Hobcaw Point, or any part thereon; and/or any one or more of then, beneath, along, above and/or over the surface of the ground, along any rear or side boundary line of or within five feet of any rear or side boundary line of any lot, and/or all of the lots herein referred to, with the further right to enter upon the property for

The purpose of locating, constructing, erecting, repairing, maintaining, and/or removing the same, and/or causing, and/or permitting such things to be done

16. Any or all of the rights, powers, titles, easements, privileges, and/or estates reserved or given to the Developer hereunder are reserved and given as the case may be to it, its successors and assigns, and may be assigned to any one or more corporations, individuals or associations.

17. The provisions herein set out are and shall be taken as covenants running with the land, and shall run with and be binding upon the lots herein referred to, and shall insure to the benefit of and be enforceable by the Developer, its successors and assigns, and the failure by it or them to enforce any condition, restriction, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach, or as to one occurring prior to or subsequent thereto.

18. Nothing herein contained shall be held to impose any restrictions, condition, limitation, or easement upon any land of the Developer, its successors or assigns, other than the lots herein referred to, subject to these restrictions, conditions, and limitations.

19. The violation of any reservation, condition or restriction, or the breach of any covenant or agreement herein contained, shall give the Developer, its successors and assigns, in addition to all other remedies, the right to enter upon the property and summarily to abate and remove at the expense of the owner thereof any erection, thing, or condition that may be or exist thereon, contrary to the intent or meaning of the provisions hereof, and the Developer, its successors and assigns, shall not thereby be deemed guilty in any manner of trespass for such entry, abatement, or removal.

20. The Developer is bound by no representations touching or affecting the property which are not expressly set forth herein.

21. The reservations, covenants, conditions, restrictions, and limitations herein set forth are to be deemed several and independent, so that the invalidity of any one or more of them shall in no wise affect the validity of the others.

22. The Developer is hereby empowered to modify by written instrument these restrictions as to any particular lot with the assent in writing of the owner thereof and of the owners of all lots contiguous thereto or facing thereon directly across any street on which the affected lot is situated, a lot being considered as directly across a street when any part of it is within the projected lines of the affected lot, and shall have the right to modify, change, diminish, enlarge, or extend these restrictions as to all the lots with the consent in writing of the owners of two-thirds of the affected lots to which these restrictions apply. Such modifications shall apply only to subsequent uses of the lot or lots affected thereby and shall not make illegal the maintenance of any structure that shall theretofore have been erected, nor shall destroy any vested interest, except that any action may be taken that is necessary for the purpose of protecting the public health.

23. These covenants and restrictions are to run with the land and shall be binding on all parties and all parties claiming under them for a period of twenty-five years from the date of these covenants and restrictions are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by two-thirds of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, HOBCAW REALTY COMPANY has caused this instrument to be executed in its name by R. M. McGillivray as its President and its corporate seal to be hereunto affixed this 7th day of July, A. D., 1953.

HOBCAW REALTY COMPANY

BY: R. M. McGillivray  
President

SIGNED, DEALED AND DELIVERED  
IN THE PRESENCE OF:

Annie Laurie Koger

Katie A. Morgan

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me & Annie Laurie Koger  
who on oath says she saw Hoacaw Realty Company by R. M. McGillivray as its  
President execute the foregoing instrument and affix thereto its corporate seal  
as the act and deed of said Hobcaw Realty Company and that she with Katie  
A. Morgan witnessed the execution thereof.

& Annie Laurie Koger

SWORN to before me this

7th day of July, A.D., 1953.

E. Katie A. Morgan (SEAL)  
Notary Public for South Carolina

Recorded at 2:30 o'clock this 7 day of July 1953 S.C. Doc. Stamp none  
affixed. Original writing delivered to R. M. McGillivray

Julius E. Cogswell, R.M.C. Chas., S.C.