

Covenant (9)

All Forest Beach Subdivisions (Except 2A)

Deed Book 78, Page 306

HILTON HEAD CO.) STATE OF SOUTH CAROLINA) COUNTY OF BEAUFORT) DECLARATION)

To: DECLARATION) of Rights, Restrictions, Conditions, etc., Which constitute Covenants Running with  
OF RESTRICTIONS) Certain Lands of The Hilton Head Company.

WHEREAS, The Hilton Head Company, a corporation organized and existing under the laws of the State of Georgia and domesticated under the laws of the State of South Carolina, is the owner of certain lands located in the County and State aforesaid, on Hilton Head Island, in said County, and

WHEREAS, The Hilton Head Company desires to make the declarations concerning the said land in accordance with the resolution of the Board of Directors adopted at a meeting held December 15, 1955, wherein the President and Secretary of The Hilton Head Company were authorized to make the declaration and execute the same on behalf of said Company,

NOW THEREFORE, The Hilton Head Company does hereby declare that the provisions herein contained are covenants running with the following described lands and all other lands of The Hilton Head Company to which said covenants are or may become applicable. No covenant herein contained shall be revoked by The Hilton Head Company, its successors or assigns without the written concurrence of the owners of 90% of the total acreage of lands now held by The Hilton Head Company which may be sold, transferred, conveyed or assigned

following the date given above. Whenever used herein, the term "The Hilton Head Company" refers to the owner of any and all and conveyed by The Hilton Head Company to the Hilton Head Land Company, a partnership or to J. B. Fraser, Sr., Olin S. Fraser, J. B. Fraser Jr., F. F. Rambo, Mrs. Pearl C. Fraser, Charles E. Fraser, and G. B. Burroughs, as tenants in common, on or about January 31, 1956. Until such time as a different agent shall be recorded in the Office of the Clerk of Court of Beaufort County by the owner of such land (or majority of the owners if held by a partnership or tenancy in common) the agent of record doing business as "The Hilton Head Land Company" for purposes of paragraph 2 of Part I, Part II, and Part III shall be Joseph B. Fraser, Jr., whose address is Hinesville, Georgia.

I. RESIDENTIAL AREAS That portion of the lands of the Hilton Head Company situated on Hilton Head Island, State of South Carolina, referred to as The Hilton Head Beach Subdivisions one (1), two (2), three (3) and one-A (1-A) and any other lands now owned by The Hilton Head Company which are now designated or used, or which hereafter shall be designated or used for residential purposes by The Hilton Head Company or The Hilton Head Land Company, their successors or assigns or any grantee therefrom, which is located within three hundred (300) feet of any boundary line of lands which may be transferred to The Hilton Head Company shall be subject to the following covenants running with the land.

1. All lots in each subdivision shall be used for residential purposes exclusively. No structure shall be erected, altered, placed or permitted to remain on any lot, other than one (1) detached single family dwelling not to exceed two and one half (2½) stories in height and a private garage (which may include servant's quarters) and other outbuildings incident to the use of one single family unit.

2. No building shall be erected, placed or altered on any lot in this subdivision until the building, architectural plans, specifications, and plot plan showing the location of such building, have been approved in writing by The Hilton Head Company or The Hilton Head Land Company, if title was derived from such latter company, their agents, successors, or assigns. If The Hilton Head Company or The Hilton Head Land Company, whichever may be applicable, their agents, successors, or assigns do not act on an application made to them for approval within thirty (30) days, such application shall be deemed approved.

3. No building shall be located on any lot nearer than twenty (20) feet to the front line, nor nearer than ten (10) feet to any adjacent streetline, nor nearer than five (5) feet to any lot line.

4. No dwelling shall be permitted on any lot which structure shall have less than six hundred and fifty (650) square feet of permanently enclosed space, exclusive of garages.

5. The Hilton Head Company hereby reserves unto itself and to The Hilton Head Land Company, their successors and assigns a perpetual, alienable and releasable and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public convenience or utilities on, in, or over the rear five (5) feet of each lot and five (5) feet along one (1) side of certain lots, all as shown on the plat of said subdivision. Such right may be exercised by any licensee of The Hilton Head Company or The Hilton Head Land Company, their successors or assigns, but this reservation shall not be considered as an obligation of The Hilton Head Company or The Hilton Head Land Company, their successors or assigns to provide or maintain any such utility or service.

6. Prior to the occupancy of a residence on any lot in said subdivision, proper and suitable septic tank, or tanks, shall be constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such tank or tanks. No sewage shall be emptied or discharged into or upon the ocean of the beach thereof. No sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system as installed shall also be obtained from such authority.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.

8. No livestock or live fowl shall be maintained on any lot without written consent of The Hilton Head Company, their successors or assigns.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. No lot shall be subdivided, or its boundary lines changed except with the written consent of The Hilton Head Company, or The Hilton Head Land Company, (if title was derived from the latter company), their successors or assigns; provided, however, that no lot may be so reduced to a size less than 8,000 square feet, or have a frontage less than 60 feet in length, without the written consent of both The Hilton Head Company and the Hilton Head Land Company. The Hilton Head Company and the Hilton Head Land Company hereby expressly reserve to themselves, their successors and assigns, the right to subdivided by joint agreement (by deed or otherwise), any lot so as to form two or more lots or replat any two (2) or more lots shown on the plat of

said subdivision so as to create building plot or building plots each larger in size than any one of the lots so subdivided or replatted. When such a building plot is created, the restrictions and covenants herein apply to such building plot as a unit, and as to such building plot the word "lot" as used herein shall be construed to mean "building plot".

11. These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty five (25) years from January 1, 1952, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners said lots in the applicable subdivision has been recorded, agreeing to change said covenants in whole or in part. For purposes of this covenant, the term "applicable subdivision" shall mean any subdivision of record if such subdivision contains 15 or more lots, or any two or more adjacent subdivisions containing a combined total of 15 or more lots.

12. If the parties hereto, or any of them or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning or having an economic interest (such as a mortgage) in any real property situated in said land areas to prosecute any lawful proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so and or to recover damages or other dues for such violation; but neither a delay in enforcement, nor a failure to enforce any one or more of said covenants shall constitute a waiver of the right to do so thereafter as to the same or any subsequent violation. Plans filed pursuant to paragraph 2 above shall be available for inspection by persons having an economic interest in any real property situated in said land areas.

13. All provisions herein contained shall be severable, and invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

14. The Hilton Head Company and The Hilton Head Land Company, their successors or assigns, shall have the right to include in any contract or deed hereafter made or any amendment to this declaration additional covenants and Restrictions which are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

II. SEMI-RESIDENTIAL AREAS      Those portions of the lands of The Hilton Head Company which are marked as tracts 3, 10, 10B, 10C, 11, 11B, F-1, F-2, on the attached map of the Forest Beach Subdivision marked Exhibit A, said subdivision being bordered on the North by Hilton Head Beach Subdivision Number One (1), and on the east by the Atlantic Ocean, and on the south by Alder Road and the Lawton Subdivision now being developed by The Hilton Head Company, and any and all other lands now owned by The Hilton Head Company which are used for semi-residential purposes, shall be subject to the following covenants running with the land:

1. All lots in said areas shall be used for semi residential purposes only. As used in this declaration the term “semi-residential” means building in the nature of motels, hotels, multiple-unit apartment houses and any accompanying facilities such as restaurants or swimming pools.

2. No building, structure, or accompanying facility of any kind, including signs or other forms of advertising, shall be erected, placed, or altered on any lot until architectural plans, specifications, construction material and

location have been approved in writing by The Hilton Head Company, its agent, successors, or assigns, or The Hilton Head Land Company, if title was at any time held by such company. Primary consideration in granting or refusing such approval shall be: Quality of design, workmanship and materials; harmony of external design with existing structures, landscaping plan and location with respect to topography and finish grade elevation, as well as any other appropriate and reasonable consideration. If The Hilton Head Company or The Hilton Head Land Company, as appropriate, their successors or assigns, do not act on an application made to them for approval within thirty (30) days after submission, such application shall be deemed approved. This 30 day automatic period shall not be applicable unless the applicant presents written evidence of the date of submission to the appropriate company.

3. Lot owners shall landscape the property included within the lot lines and shall maintain the premises in a neat and attractive manner. Owners of lots which border on the beach may landscape and utilize the land in front of their respective lots between the front lot line and the high water mark and extending along the beach to lines representing extensions of the side lot lines; said utilization, if undertaken, may include such facilities as beach umbrellas, tables, walks, etc., of any appropriate nature, but no permanent structure of any structure of any kind shall be erected or placed on this area.

4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5. Lot owners shall provide with the area of their own lots parking facilities to fully accommodate the automobiles of their customers and guests, such facilities to conform to the approval of The Hilton Head

Company, or The Hilton Head Land Company if the title to such lot was at any time held by said company, its agents, successors or assigns.

6. No building shall be located on any lot nearer than twenty (20) feet to the front line nor nearer than fifty (50) feet to the rear (street or lot) line, nor nearer than ten (10) feet to the side lot lines.

7. Prior to the occupancy or opening of a hotel, motel, or other establishment on any lot in the area, and until such time as a central sewage system is available, the owner of said lot shall provide a proper and suitable septic tank or tanks on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such systems, tank or tanks. No sewage shall be emptied or discharged into or upon the beach or the ocean. No sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system as installed shall also be obtained from such authority.

8. Trash, garbage or other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be removed from the public view.

9. Lot owners shall provide adequate service entrances which shall be screened from the public view.

10. Until such time as a central water system is provided lot owners shall furnish their own water supply systems, the plans, specifications, and location of which must first be approved by The Hilton Head Company, or The Hilton Head Land Company, as appropriate, their agents, successors, or assigns. No individual water



supply system shall be permitted on any lot unless such system is also located, constructed and equipped in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system as installed shall also be obtained from said authority. The Hilton Head Company, and The Hilton Head Land Company jointly, reserve for themselves, their agents, successors, or assigns the joint right to reasonably control the flow and restrict the use of water from privately owned wells when such is necessary for the protection of other property owners.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. No livestock or live fowl shall be maintained on any lot without the written consent of The Hilton Head Company, its agents, successors of assigns.

13. No lot shall be subdivided or its boundary changed, except with the written consent of The Hilton Head Company or The Hilton Head Land Company, as appropriate, their successors or assigns. However, The Hilton Head Company and The Hilton Head Land Company hereby expressly reserve for themselves, their successors and assigns, the right to subdivide (by deed or otherwise) any lot so as to make two (2) or more lots, or replat any two (2) or more lots in said subdivision so as to create a building plot or building plots larger than any one of the lots originally platted. When such a lot, lots or building plot is created, the restrictions and covenants herein apply to such lots or building plot as a unit. In no event shall a lot or building plot be formed with a frontage of less than one hundred and fifty (150) feet if located on the ocean front, or less than one hundred feet if not so located.

14. The Hilton Head Company and The Hilton Head Land Company hereby expressly reserve to themselves, their successors and assigns the right to designate those tracts marked 2, 4, 9, and 9B on the attached map of the Forest Beach subdivision as semi-residential lands subject to the covenants herein contained, or as commercial areas subject to the covenants contained in Part III of this declaration. However, no such tract, a portion of which has been sold, conveyed, or assigned by either company, their successors or assigns, shall be changed from the designation at the time of such sales or conveyances to the other category (and thereby subject to a different group of covenants) without the consent of the then owner or owners of said land.

15. The Hilton Head Company and The Hilton Head Land Company hereby reserve to themselves, their successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities on, in or over the rear five (5) feet of each lot and five (5) feet along either side, or both sides of each lot. Such right may be exercised by any licensee of The Hilton Head Company or The Hilton Head Land Company, their successors or assigns, but this reservation shall not be construed as an obligation of The Hilton Head Company or The Hilton Head Land Company, their successors or assigns, to provide or maintain any such utility or service.

16. If any of the parties hereto, their heirs, successors or assigns, or any other person or persons shall violate any of the covenants herein contained, any of said parties, their heirs, successors or assigns, or any other person or persons owning, or having an economic interest (such as mortgage) in, real property situated in said subdivision or area or in any adjacent subdivision or area shall have the right to prosecute any lawful proceedings at law or in equity against the person or persons, violating or attempting to violate any such covenant, to prevent him or

them from doing so or continuing to do so, and (or) to recover damages for such violation; but neither a delay in enforcement nor a failure to enforce any one or more of said covenants shall constitute a waiver of the right to do so thereafter as to the same or any subsequent violation. All plans, specifications, and other data or information submitted to The Hilton Head Company or The Hilton head Land Company pursuant to paragraph II above shall be open to the inspection prior to approval by any person or persons owning, or having an economic interest in real property situated in said Forest Beach Subdivision.

17. All provisions herein contained shall be severable, and invalidation of any one or more of them by judgment or court order shall in no wise affect any of the others, which other provisions shall remain in full force and effect.

18. The Hilton Head Company or The Hilton Head Land Company, their successors or assigns shall have the right to include in any contract or deed hereafter or any amendment to this declaration, additional covenants and restrictions which are not inconsistent with, and which do not lower the standards of, the covenants set forth herein.

19. The provisions of the foregoing paragraphs and this paragraph shall be construed as covenants running with the land and shall be binding upon and enforceable by any and all of the parties hereto, their agents, heirs, successors or assigns, or any other person or persons owning, or having an economic interest in, real property in said subdivision or area or any adjacent subdivision or area, for a period of ten (10) years from January 1, 1956, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by the owners of a two thirds (2/3) majority of the entire acreage in said Forest Beach

subdivision shown on the attached plat has been recorded, agreeing to change said covenants in whole or in part.

20. The owners of any land in tracts 2, 5, 6, 7, on the attached map of the Forest Beach subdivision shall contribute annually at the rate of \$3.00 an acre to The Hilton Head Company and The Hilton Head Land Company, or their successors, as trustees, to be used for purposes of landscaping and beautifying the park area in the vicinity of Coligny Circle, until such times as a municipal government assumes such landscaping function, or until such time as the owners of two thirds of acreage in such tracts shall designate new trustees. Such landscaping shall be in accordance with a plan developed by a qualified professional landscape architect. The sum of \$3.00 per acre shall be paid annually to said trustees by the owners of tracts 9b and 10b for the landscaping of the dividing park and by the owners of tracts 9 and 10, 10 and 11, 10c and 11b, for the landscaping of the dividing park.

III. COMMERCIAL AREAS Those portions of the lands of The Hilton Head Company which are marked as tracts 5, 5B, 6, 7, 7B, 8, 8B, on the attached map of the Forest Beach Subdivision, said subdivision being bordered on the north by Hilton Head Beach subdivision Number One (1), on the East by the Atlantic Ocean, and on the south by Woodward Avenue and the Lawton Subdivision now being developed by The Hilton Head Company, and any other lands now owned by The Hilton Head Company which may be utilized for commercial purposes, shall be subject to the following covenants running with the land:

1. No commercial venture or similar activity shall be established or carried on in such areas which venture or activity does not conform as regards nature and type to the approval of The Hilton Head Company or The Hilton Head Land Company, if title to the land on which such commercial activity is proposed was held at any time by said Hilton Head Land Company or their assigns.

2. No building or structure of any kind, including signs or other forms of advertisement, shall be erected, placed or altered on any building plot until architectural plans, specifications, construction material and location have been approved in writing by The Hilton Head Company, or the Hilton Head Land Company, if title to such land was held at any time by said Hilton Head Land Company, their agents, successors, or assigns. Primary consideration in granting or refusing such approval shall be given to quality of design, workmanship and materials, harmony of external design with existing structures, and any other appropriate and reasonable considerations, with a view to the development of an attractive and convenient, commercial area of integrated design and function. If The Hilton Head Company, its agents, successors or assigns do not act on an application made to them for approval within thirty (30) days, such application shall be deemed approved.

3. Owners of shops or other business establishments shall keep their shops, buildings and other structures in good repair, and shall maintain on the premises a neat and attractive appearance in general.

4. Until such time as a municipal government shall fully assume the administration of landscaping and general maintenance of grounds within commercial areas, these functions shall be performed and financed, as to land within each tract by the owners of land within said area as herein indicated. The Hilton Head Company or The Hilton Head Land Company (if title was derived from such company), their successors or assigns, or any other person or persons chosen by the owners of a majority of the acreage in any tract covered by Part III of this

declaration, shall landscape and maintain in a neat and attractive manner all land in the area requiring such attention. Each person or persons owning a building or buildings with the tract covered by Part III of this declaration shall bear a proportion of such expense applicable to a tract in the same ratio as that in which the area of his building or buildings stands to the total tract. The total amount of such expenditures for any given year shall be determined by the owners of a majority of the acreage within said area, but in no event shall a building owner be assessed in any given year amount in excess of five cents (\$0.05) for each square foot of enclosed space in such building or buildings. Such landscaping and maintenance shall be done in a manner which, insofar as possible, will be proportionally equal benefit to all owners of buildings in the tract.

5. Prior to the opening of any shop, enterprise or building of any kind in this area a central sewage system or proper and suitable septic tank or tanks shall be provided for the disposal of all sewage, and all sewage shall be emptied or discharged into such system, tank or tanks. No such sewage-disposal system shall be permitted on any lot unless it is designed, located and constructed in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Approval of such system as installed shall also be obtained from said authority. No sewage shall be emptied or discharged into or upon the ocean or the beach.

6. Trash, garbage or other waste shall not be kept except in sanitary containers, and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be removed from the public view.

7. Owners of buildings in said area shall provide adequate service entrance which shall be properly screened from the public view.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or may become an annoyance or nuisance.

9. No livestock or live fowl shall be kept on any lot without the written consent of The Hilton Head Company, its successors or assigns.

10. No lot in tracts covered by Part III of this declaration shall be subdivided, or its boundary lines changed except with the written consent of The Hilton Head Company or The Hilton Head Land Company (if title was derived from such company) their successors or assigns. However, The Hilton Head Company and The Hilton Head Land Company hereby expressly reserve to themselves, their successors and assigns the right to subdivide (by deed or otherwise) any lot so as to make two or more lots or to replat any two or more lots, so as to create a building plot or plots larger than any of the lots originally plotted.

11. In order to preserve and enhance the economic value of commercial investments in the Forest Beach Subdivision and to prevent congestion and crowding in such subdivision which would be detrimental to the value of adjacent semi-residential and residential areas, no more than fifty per cent 50% of the total acreage on any tract covered by part III of this declaration may be utilized for enclosed and/or covered commercial buildings or facilities of any kind. The remainder shall be available for landscaped grounds and gardens, swimming pools, walkways, automobile parking, outdoor recreational facilities, and similar facilities.

12. The Hilton Head Company and The Hilton Head Land Company hereby expressly reserve to themselves, their successors and assigns, the right to designate tracts 2, 4, 9, 9B, shown on the attached plot of the Forest Beach Subdivision as being subject to either the covenants contained in Part II or Part III of this declaration, but

after land has been sold, assigned or conveyed in any such tract by The Hilton Head Company or The Hilton Head Land Company, their successors or assigns, the designation shall not be changed from one category of use and group of covenants to the other without the consent of the then owner or owners of said land.

13. The Hilton Head Company and The Hilton Head Land Company hereby reserve to themselves, their successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground of each lot to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewage, water or other public conveniences or utilities. Such easement may be exercised by any licensee of The Hilton Head Company or The Hilton Head Land Company, their successors or assigns, but this reservation shall not be construed as an obligation to The Hilton Head Company or The Hilton Head Land Company to provide or maintain any such utility or service.

14. If any of the parties hereto or their heirs, successors or assigns, or any other person or persons shall violate any of the covenants herein contained, any such parties, their heirs, successors or assigns or any other person or persons owning, or having an economic interest (such as a mortgage) in, real property situated in said area or any adjacent area shall have the right to prosecute any lawful proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so or continuing to do so, and (or) to recover damages for such violation; but neither a delay in enforcement nor a failure to enforce any one or more of said covenants shall constitute a waiver of the right to do so thereafter as to that same or any subsequent violation. All plans, specifications, and other data or information submitted to The Hilton Head Company or The Hilton Head Land Company pursuant to paragraph II above shall be open to



the inspection prior to the approval by any person or persons owning, or having an economic interest in real property situated in sad Forest Beach Subdivision.

15. All provisions herein contained shall be severable, and invalidation of any one or more of them by judgement or court order shall be in no wise affect any of the others which other provisions shall remain in full force and effect.

16. The Hilton Head Company and the Hilton Head Land Company, their successors or assigns shall have the right to include in any contract or deed hereafter made or any amendment to this declaration, additional restrictions and covenants which are not inconsistent with, and which do not lower the standards of the covenants set forth herein.

17. The provisions of the foregoing paragraph and this paragraph shall be construed as covenants running with the land and shall be binding upon and enforceable by any and all of the parties hereto, their agents, heirs, successors, or assigns, or any other person or persons owning, or having an economic interest in, real property in said area, or any adjacent area, for a period of ten (10) years form January 1, 1956, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by the owners of a two thirds (2/3) majority of the acreage shown on the attached map of the subdivision has been recorded, agreeing to change said covenants in whole or in part.

IV. ROADSIDE AREAS Those lands of The Hilton Head Company situated on Hilton Head Island, State of South Carolina, which lie adjacent to the existing or projected main roads and Highways on Hilton Head Island shown on red on the attached map marked exhibit "B" shall be subject to the following covenants running with the land, to-wit:

1. No building, large structure or commercial facilities of any kind shall be constructed or placed nearer than one hundred (100) feet to the center of the right (of way) of said roads or highways. Said 200-foot area may not be used for any purpose which would retard or prevent its utilization as part of a landscaped right-of-way area bordering such roads and highways, or which would increase the cost of such utilization by any appropriate highway authority.

2. No commercial establishment or building of any kind shall be erected, placed or altered along said roads or highways unless plans, specifications, construction material and location have been approved in writing by The Hilton Head Company or The Hilton Head Land Company (if title was derived from such company), their successors or assigns.

3. Access roads to and from all commercial establishments along said roads and highways shall be constructed in an attractive and uniform manner, shall lead well off the main road or highway in question at periodic intervals far enough apart to prevent congestion detrimental to traffic safety, and shall conform to the approval of The Hilton Head Company or The Hilton Head Land Company, as appropriate, their successors or assigns.

4. Fully adequate parking facilities more than 100 feet away from the center of said roads and highways shall be provided by the owners of said commercial establishments so as to prevent unsightly or unsafe congestion of cars near said roads and highways.

5. No commercial signs, billboards, or other forms of advertisement shall be erected, placed or altered on or near said roads or highways unless the design, construction material and location have been approved in writing by The Hilton Head Company or The Hilton Head Land Company, if title to the land upon which erection is proposed was derived from such company, their successors or assigns. Primary consideration in granting or refusing such approval shall be given to: preventing obstruction of the view along said roads and highways, insuring roadside fixtures of an attractive and uniform design which fit into the general culture of the community, and avoiding objects and structures which might have a detrimental effect on the beauty of the area or in traffic safety.

6. No such commercial sign, billboard, or other forms of advertisement shall be erected or placed nearer than two hundred (200) feet to the center of the right of way of said roads or highways, nor shall exceed ten (10) feet in height, nor shall be placed nearer than three hundred (300) feet to any intersection or railroad crossing; provided, however, that these restrictions shall not include (1) directional signs indicating the location of subdivisions, facilities, and major development areas so long as such signs, are not over thirty five (35) square feet in size and are of parkway type with green background and white lettering, or such other uniform design as may be mutually agreed upon in writing by The Hilton Head company and the Hilton Head Land Company, their agents, successors or assigns; or (2) signs located on a commercial lot or building advertising the commercial activity involved, if approval has been obtained in accordance with paragraph 5 above.

7. No noxious or offensive activity shall be carried on within the vicinity of said roads or highways.
  
8. If any of the parties hereto, their heirs, successors or assigns or any other person or persons shall violate or attempt to violate any of the covenants herein contained, any of said parties, their heirs, successors or assigns, or any other person or persons owning, or having an economic interest (such as a mortgage) in, real property situated in said areas or adjacent areas, shall have the right to prosecute any lawful proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so or continuing to do so, and (or), to recover damages for such violations; but neither a delay in enforcement nor a failure to enforce one or more of said covenants shall constitute a waiver of the right to so thereafter as to the same or any subsequent violation. All plans, specifications, and other data or information submitted to The Hilton Head Company or The Hilton Head Land Company pursuant to paragraph II above shall be open to the inspection prior to approval by any person or persons owning, or having an economic interest in real property situated in said Forest Beach Subdivision.
  
9. All provisions herein contained shall be severable, and invalidation of any one or more of them by judgment or court order shall in no wise affect any of the others, which other provision shall remain in full force and effect.
  
10. The Hilton Head Company and The Hilton Head Land Company, their successors or assigns, shall have the right to include in any contract or deed hereafter made, or any amendment to this declaration, additional covenants and restrictions which are not inconsistent with, and which do not lower the standards of, the covenants set forth herein.

11. The provisions of the foregoing paragraphs and this paragraph shall be construed as covenants running with the land and shall be binding upon and enforceable by, any and all of the parties hereto, their agents, heirs successors or assigns, or any other person or persons owning or having an economic interest in, real property in said area or adjacent areas, or a period of ten (10) years from January 1, 1956, after which time said covenants shall be automatically extended for successive periods of five (5) years, unless an instrument signed by the owners of a two thirds (2/3) majority of the acreage of said lands has been recorded agreeing to change said covenants in whole or in part.

V. PARK AREAS 1. That portion of the lands of The Hilton Head Company shown as the open areas between groups of lots in any subdivision or between subdivisions, which constitute means of access to the beach for rear lots, and any other areas designated by The Hilton Head Company, its successors or assigns, shall be set aside as park areas to be allowed to stand free of buildings, billboards, etc., or to be landscaped and maintained, for the beautification of the Island and the enjoyment of its residents and visitors.

Dated this 28<sup>th</sup> day of January, 1956.

THE HILTON HEAD COMPANY (SEAL) By: J. B. Fraser President of the Hilton Head Company

ATTEST: Fred C. Hack Secretary-Treasurer The Hilton Head Company Witnesses: O. T. McIntosh, Jr.

G. G. Dowling

STATE OF SOUTH CAROLINA ) PERSONALLY appeared before me O. T. McIntosh who, on oath, says that  
he saw

BEAUFORT COUNTY ) the within named HILTON HEAD COMPANY by J. B. Fraser, President sign  
the within instrument, and Fred C. Hack its Secretary-Treasurer attest the same, and the said corporation by said  
officers seal said instrument and, as its act and deed, deliver the same and that he with G. G. Dowling witnessed  
the execution thereof. O. T. McIntosh, Jr.

SWORN to before me, this 28<sup>th</sup> day of January 1956. G. G. Dowling (L.S.) Notary Public for South Carolina.

Recorded and Certified this 27 day of February, 1956. T. L. Rulgen (signature) Dep. Clerk of Court