

Covenant (10)

Palm Forest Subdivision

Deed Book 100, Page 41

STATE OF SOUTH CAROLINA)

DECLARATION

COUNTY OF BEAUFORT)

of rights, Restrictions, Conditions, etc. Which Constitute Covenants Running with Certain Lands of The Forest Beach Corporation.

WHEREAS, The Forest Beach Corporation, a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands know as Palm Forest Subdivision located in the County and State aforesaid, on Hilton Head Island, in said County, and

WHEREAS, The Forest Beach Corporation did make certain declarations concerning the said Palm Forest Subdivision which constituted covenants running with the said described lands and all other lands of The Forest Beach Corporation to which said covenants may become applicable by reference, said Declaration being recorded in Deed Book 85 at page 539 et seq in the Office of the Clerk of Court of Beaufort County, and

WHEREAS, The Forest Beach Corporation has subsequently platted additional lots in said Palm Forest Subdivision as shown on the plat recorded in Plat Book 12 at page 30, and wishes to file a consolidated Declaration of Covenants running with the land as set forth below, restricting the lots as shown on said plat and superseding the covenants running with the land as set forth below, restricting the lots as shown on said plat and superseding the covenants recorded in

Book 85 at page 539 et seq as to any lots in said subdivision not conveyed to third parties by The Forest Beach Corporation prior to this time, all of said actions being in accordance with the resolution of its Board of Directors adopted at a meeting held December 4, 1959, wherein the President and Secretary of The Forest Beach Corporation were authorized to make the new Declaration and execute the same on behalf of the said Company,

NOW THEREFORE, The Forest Beach Corporation does hereby declare that the provisions herein contained are covenants running with the said described lands and all other lands of The Forest Beach Corporation to which said covenants may become applicable by reference.

1. All numbered lots in said Palm Forest Subdivision as shown on the plat of said subdivision prepared by Thomas & Hutton Engineering Company and recorded in Plat Book 12 at page 30 in the office of the Clerk of Court of Beaufort County 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 stories in height and a private garage, except that a duplex building containing two apartments or residential units may be erected on the following lots: Lots B-9, B-10, B-11, B-12, B-15, B-16, B-17, B-18, B-22 and B-23.
2. No building shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications, plot plan showing the location of such building, and construction schedule have been approved in writing by The Forest Beach Corporation, their agents, successors or assigns.
3. No Building shall be located on any lot nearer than twenty (20) feet to the front lot line, nor nearer than fifteen (15) feet to any other lot line.
4. No single family dwelling may be erected on any lot which has less than eight hundred (800) square feet of permanently enclosed space, exclusive of garages, and on the lots where duplexes are permitted no such duplex

structure (two units) may be erected having less than one thousand (1000) square feet of permanently enclosed dwelling area, exclusive of garages.

5. The Forest Beach Corporation reserves unto itself, its 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 (10) feet of each lot and five (5) feet along the side lines of each lot as shown on the plat of said subdivision. Such right may be exercised by any licensee of The Forest Beach Corporation, its successors or assigns, but this reservation shall not be considered as an obligation to The Forest Beach Corporation, its 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 or 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 of live fowl shall be maintained on any lot without the written consent of The Forest Beach Corporation, its successors or assigns.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, tree house 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 Forest Beach Corporation, its successors or assigns. However, The Forest Beach Corporation hereby expressly reserves to itself, its successors and assigns, the right to subdivide 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 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. The owners of Lots A-1 through A-15 in Palm Forest Subdivision shall pay to The Forest Beach Corporation, in trust, on the 1st of June of each year the sum of \$10.00, and the owners of Lots A-16 through A24 in the Palm Forest Subdivision shall pay to The Forest Beach Corporation, in trust, on the 1st of June of each year the sum of \$5.00, with said trust fund to be used exclusively for the maintenance and improvement of the walkways leading from Palm Forest Subdivision to the oceanfront.

12. In the event the owner of any lot permits underbrush, weeds, etc. to grow up on any lot in the subdivision to a height above two (2) feet and thus interfering with the free circulation of breezes throughout the area, or permits trash to collect on such lot on the request of any lot owner in the subdivision, The Forest Beach Corporation, its successors and assigns, may enter upon said land and remove same at the expense of the owners; provided, however, that such expense shall not exceed ten (\$10.00) dollars annually.

13. 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 December 1, 1959, 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 of said lots has been recorded, agreeing to change said covenants in whole or in part.

14. 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 as law or in equity against the person or persons violating or attempting to violate any such covenants, 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 there after 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.

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

16. The Forest Beach corporation, its 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.

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20. 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 economic interest in any real property situated in said land areas.

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

22. The forest Beach Corporation, its 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.

Dated this 5th day of December, 1959.

IN THE PRESENCE OF:

Lois H. Richardson (sig)

Virginia C. Harrall (sig)

THE FOREST BEACH CORPORATION

BY: Charles E. Fraser (sig)

President

Wallace E. Butler, Jr. (sig)

Assistant Secretary

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

Personally appeared before me Lois H. Richardson who, on oath, says that she saw the within named The Forest Beach Corporation, by Charles E. Fraser, its President, and Wallace E. Butler, Jr., its Assistant Secretary, sign, seal and, as its act and deed, deliver the within written instrument, and that she, with Virginia C. Harrall, witnessed the execution thereof.

Lois H. Richardson (sig)

SWORN to before me this
5th day of December, 1959.

Virginia C. Harrall (sig)

Notary Public for South Carolina