

Covenant (1)

Hilton Head Beach Subdivision No. 1

Deed Book 74, Page 20

HILTON HEAD COMPANY) DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS, EASEMENTS RIGHTS, PRIVILEGES, ETC.

Applicable to Hilton Head Beach, Subdivision No.1, the plat of which is recorded in the office of the Clerk of the Court of Beaufort County, South Carolina in plat Book 9, at page 4, made by Fred C. Hack, Land Surveyor, under date of April – June, 1952 WITNESSETH

The Hilton Head Company, a Georgia Corporation, domesticated in South Carolina, owner of the subdivision described above, hereby declares that The Hilton Head Company has established and by these presents does establish the following restrictions, conditions, limitations, easements, rights and privileges in respect to lots in said Hilton Head Beach, Subdivision No. 1, to-wit:

1. All the lots in said subdivision shall be used for residential purposes exclusively. No structures shall be erected, placed or altered, or permitted to remain on any lot, other than one (1) detached single family dwelling not to exceed two and one half (2 ½) stories in height and a private garage for not more than two cars (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 plans, specifications, and plot plan showing the location of such buildings, have been approved in writing by THE HILTON HEAD COMPANY, its successors and assigns.
3. No building shall be located on any lot nearer than twenty (20) feet to the front line, not nearer than ten (10) feet to any side 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) feet of permanently enclosed space, exclusive of garages.
5. THE HILTON HEAD COMPANY hereby 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 suit 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 one (1) side of certain lots, all as shown on the plat of said subdivision
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.

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 the written consent of THE HILTON HEAD COMPANY, its successors or assigns.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be put on any lot 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, its successors or assigns. However, THE HILTON HEAD COMPANY, hereby expressly reserves to itself, its successors and assigns, the right to subdivide by deed or otherwise, 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 sized 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 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 then owners of said lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

12. If the owner of any of said lots or his 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 any real property situated in said subdivision to prosecute any lawful proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

13. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

14. THE HILTON HEAD COMPANY may include in any contract or deed hereafter made additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

In witness whereof, the Hilton Head Company has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed under proper authority of its Board of Directors, this 5th day of September, 1952.

THE HILTON HEAD COMPANY By: J.B. Fraser, President Attest: Fred C. Hack Secretary (SEAL)
Signed, sealed and delivered in the presence of: J. B. Fraser, Jr. C. Sidney Hendry, Jr.

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT) BEFORE ME personally appeared J. B. Fraser, Jr. and made oath that he saw the within named THE HILTON HEAD COMPANY by J. B. Fraser, its President and Fred C. Hack, its Secretary-Treasurer, sign and as its act and deed deliver the within written instrument; and that he saw its corporate seal affixed by Fred. C. Hack, its Secretary-Treasurer, and the he with C. Sidney Hendry, Jr. witnessed the execution thereof.

J.B. Fraser Jr. SWORN to before me this 5th day of September A.D., 1952. (Seal) C. Sidney Hendry, Jr. Notary Public for South Carolina.

Recorded & Certified September 8, 1952. Elvira G. Rodgers (signature) Deputy C.C.C.P.



HILTON HEAD BEACH
 SUBDIVISION NO. 1
 PROPERTY OF
 THE HILTON HEAD COMPANY
 HILTON HEAD, S. C.

MADE: 1928 - 100 FEET
 SURVEYED: APRIL, 1928
Fred L. Cook
 LAND SURVEYOR



2nd & 3rd
7/11/52
Alma B.
 BROKEN LINES WITH
 INDICATE S.T. UT-17



PLAY BOOK 9
 PAGE 4