

Covenant (7)

Hilton Head Beach Subdivision No. 2

Deed Book 78, Page 71

State of South Carolina County of Beaufort

Before me personally appeared C. S. Hendry Sr. 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; that he saw its corporate seal affixed by Fred C. Hack, its Secretary-Treasurer, and that he with Billie S. Hack witnessed the execution thereof. C. S.Hendry Sr.

SWORN to before me this 15<sup>th</sup> day of April, A.D. 1955 (Seal) Billie S. Hack

Recorded & Certified April 26, 1955

Elvira G. Rodgers (signature)

Clerk of Court.

HILTON HEAD COMPANY ) DECLARATION OF RESTRICTIONS, CONDITIONS, TO:

RESTRICTIONS ETC. )EASEMENTS RIGHTS, PRIVILEGES, ETC.

HILTON HEAD BEACH, SUBDIV. No. 2 )Applicable to Hilton Head Beach, Subdivision No. 2 the plat of

which is recorded in the office of the Clerk of Court of Beaufort County, South Carolina in Plat Book 9, at page 20, made by Fred C. Hack, Land Surveyor, under date of May-June, 1953. WITNESSTH

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. 2, 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 (2½) 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 or assigns.
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 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) square 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 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 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 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 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 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, 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 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 of said lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

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 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 wise 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 the authorized officers and its corporate seal to be affixed under proper authority of its Board of Directors, this 15<sup>th</sup> day of April, 1955.

THE HILTON HEAD COMPANY (SEAL) By: J. B. Fraser President Attest: Fred C. Hack Secretary

Signed, sealed and delivered in the presence of: Billie S. Hack C.S. Hendry Sr.

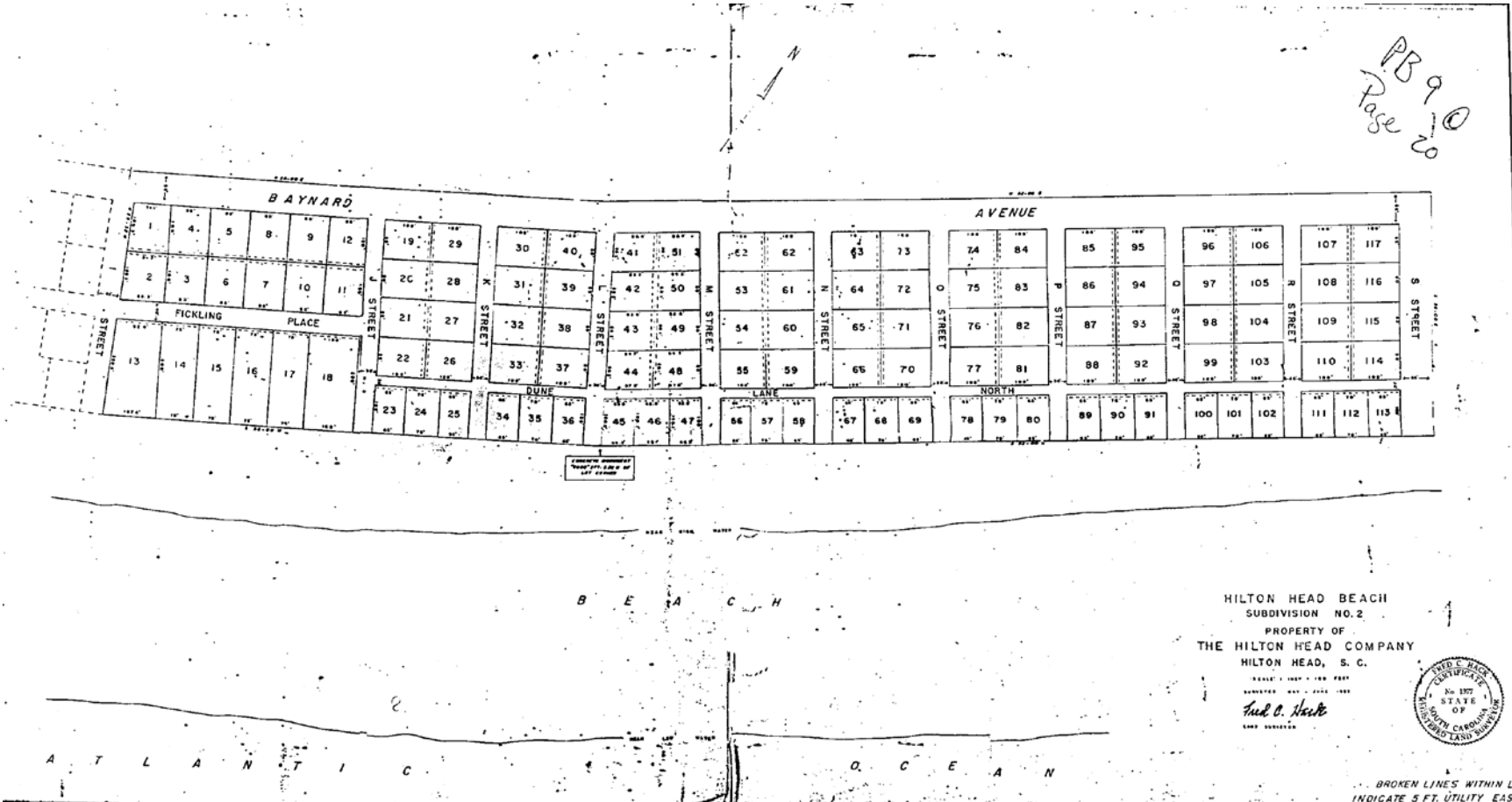
STATE OF SOUTH CAROLINA ) BEFORE ME personally appeared C. S. Hendry Sr. and made oath that he

COUNTY OF BEAUFORT ) 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 that he with Billie S. Hack witnessed the execution thereof. C. S. Hendry Sr. SWORN to before me this 15<sup>th</sup> day of April, A.D. 1955 (SEAL) BILLIE S. HACK

Recorded & Certified April 26, 1955. Elvira G. Rodgers (signature)

Clerk of Court

PB 9  
Page 20



HILTON HEAD BEACH  
SUBDIVISION NO. 2  
PROPERTY OF  
THE HILTON HEAD COMPANY  
HILTON HEAD, S. C.  
RECORDED IN 1927 - 1928 BOOK 100 PAGE 100  
EXEMPTED FROM TAXES BY ACT OF 1928  
*Paul C. Hark*  
1927



BROKEN LINES WITHIN L<sub>1</sub>  
INDICATE 5 FT. UTILITY EASE



PLAT BOOK 9  
PAGE 20