

22/130

CWS-2-A

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS the Hilton Head Company, a corporation organized and existing under the laws of Georgia but duly domesticated in the State of South Carolina, is the owner of certain lands on Hilton Head Island in Beaufort County, South Carolina and is desirous of placing upon the aforesaid lands certain restrictions and protective covenants which are more particularly and at large set forth.

Now Therefore in consideration of the premises the Hilton Head Company, does hereby publish and set forth the following protective covenants and restrictions for the portion of the aforesaid property shown on that certain plat recorded in the office of the Clerk of Court for Beaufort County, South Carolina in plat book 11 at page 19 and known as Hilton Head Beach Subdivision 2A as follows, to-wit:

1. All lots in said subdivision shall be used for residential purposes exclusively. No structures 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 for not more than two cars (which may include servants' 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 building, have been approved in writing by The Hilton Head Company, its agents, 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 ten (10) feet to any lot line.

4. No dwelling shall be permitted on any lot which structure shall have less than seven hundred (700) square feet of permanently enclosed space, exclusive of porches and 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 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 sub-

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 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, 195____, 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.

DB 92 / 130

HHB 2A

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me C. S. Henderson who, on oath, says that he saw the within named THE HILTON HEAD COMPANY By O. T. McIntosh its President sign the within instrument, and Fred C. Hack its Secretary 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 Phyllis L. Stone witnessed the execution thereof.

C. S. Henderson
(Witness)

SWORN to before me this 8th day of September A. D. 1958.

Phyllis L. Stone (SEAL)
Notary Public for South Carolina

FILED AT 10:00 O'CLOCK A.M.

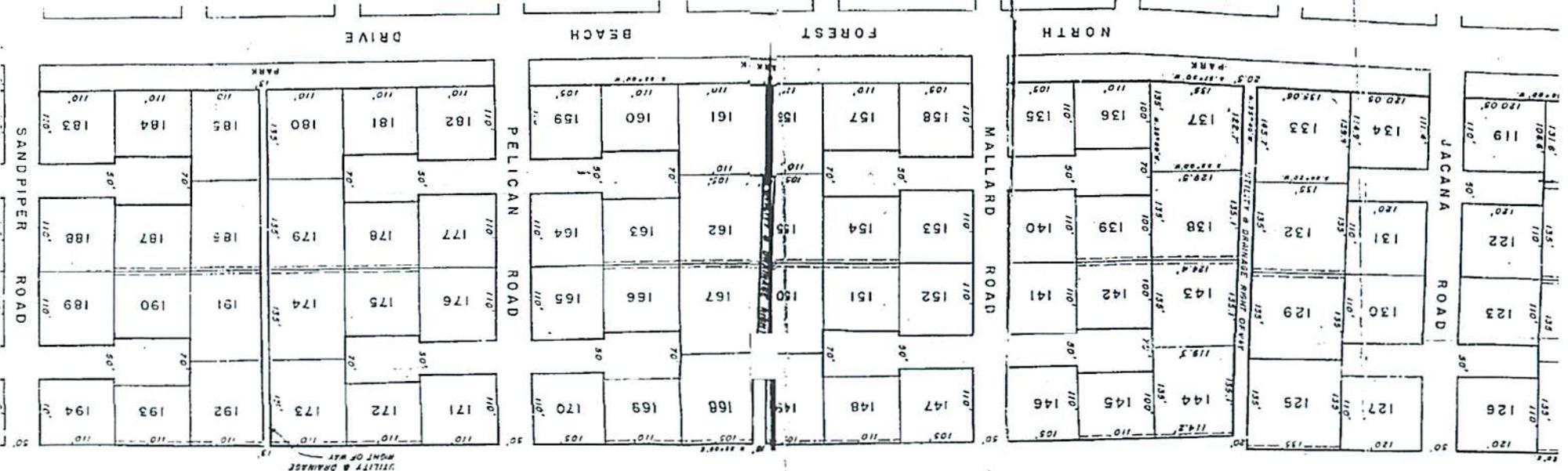
RECORDED IN BOOK 92 PAGE 130
SEP 1958
BEAUFORT COUNTY S.C.

M. J. Kojan
CLERK OF COURT OF COMMON PLEAS

HILTON HEAD BEACH SUBDIVISION NO. 2-A

HILTON HEAD ISLAND SOUTH CAROLINA

PROPERTY OF THE HILTON HEAD COMPANY



READ
9/15/58
J.L. Rodgers
C.C.

HILTON HEAD BEACH SUBDIVISION NO. 2

BROKEN LINES INDICATE
UTILITY EASEMENT

PLAT BOOK 111
PAGE 3

