

Covenant (8)

Hilton Head Beach Subdivision No. 3

Deed Book 78, Page 73

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

HILTON HEAD BEACH, SUBDIV. No. 3) Applied to Hilton Head Beach, Subdivision No.3, the plat of which is recorded in the office of the Clerk of the Clerk of Beaufort County, South Carolina, in plat book 9 at page 31, made by Fred C. Hack, Land Surveyor, under the date of January, 1954. 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. 3 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, not 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 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.

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 written consent of THE HILTON HEAD COMPANY, its successor 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

No. 5. The location of utility easement will be made by mutual agreement.

No. 10. THE HILTON HEAD COMPANY reserves the right to subdivide any lot into not more than 5 lots, of which no lot shall contain less than 7500 square feet.

Except as herein above amended, said restrictions shall remain in full force and effect.

In witness whereof, The Hilton Head Company has caused this instrument to be executed by the duly authorized officers and its corporate seal to be affixed under proper authority of its Board of Directors, this 15th 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 15th day of April, A.D. 1955 (SEAL) BILLIE S. HACK

Recorded & Certified April 26, 1955.

Elvira G. Rodgers (signature)

Clerk of Court

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 shall be binding on all parties and 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.

SUBJECT, HOWEVER, to the following alterations in the 14 restrictions and covenants contained herein.

Covenant (5)

Hilton Head Beach Subdivision No. 3

Deed Book 77?, Page 181?

HILTON HEAD COMPANY) STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT

To: DECLARATION) 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 the following described land located in the County and State aforesaid, on Hilton Head Island, in said County, and,

WHEREAS, The Hilton Head Company desires to make certain declarations concerning the said land in accordance with the resolution of its Board of Directors adopted at a meeting held on March 11, 1953 wherein the President and the Secretary of the Hilton Head Company were authorized to make this declaration and execute the same on behalf of said company:

NOW THEREFORE, in consideration of the premises, the Hilton Head Company does hereby make the following declarations:

(1) That the Hilton Head Company, its successors and assigns, shall forever hold in Trust the following described lands for the use and benefit of all present and future property owners of any lot or lots in Hilton Head Beach Subdivision No. 3, said land is more particularly described as follows, to-wit: All that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, being the land located between the high water mark of the Atlantic ocean and the front lot line of the lots in the Subdivision known as Hilton Head Beach Subdivision #3 said lots in said Subdivision 3 measuring and fronting on the Atlantic Ocean for eighteen hundred (1800) feet, more or less.

(2) That the persons for whose benefit this declaration is made, to-wit: the owners of the lots as aforesaid, shall save and hold The Hilton Head Company, its successors and assigns, harmless from any and all claims and demands made upon said Company, or its successors or assigns arising out of or from its ownership of said land described above.

IN WITNESS WHEREOF, The Hilton Head Company has caused these presents to be executed this 24, day of February, 1954 by its President and its Secretary. THE HEAD COMPANY (SEAL) By J. B. Fraser President

ATTEST: Fred C. Hack Secretary

Witnesses: J. WILTON GRAVES BILLIE S. HACK

STATE OF SOUTH CAROLINA) PERSONALLY appeared before me J. Wilton Graves who, on oath, says that COUNTY OF BEAUFORT) he saw the within named The Hilton Head Company by J. B. Fraser 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 Billie S. Hack witnessed thereof.

J. WILTON GRAVES SWORN to before me this 24 day of February, 1954 (SEAL) BILLIE S. HACK (L.S.) Notary Public for South Carolina.

Recorded & Certified April 6, 1954.

Elvira G. Rodgers (signature)

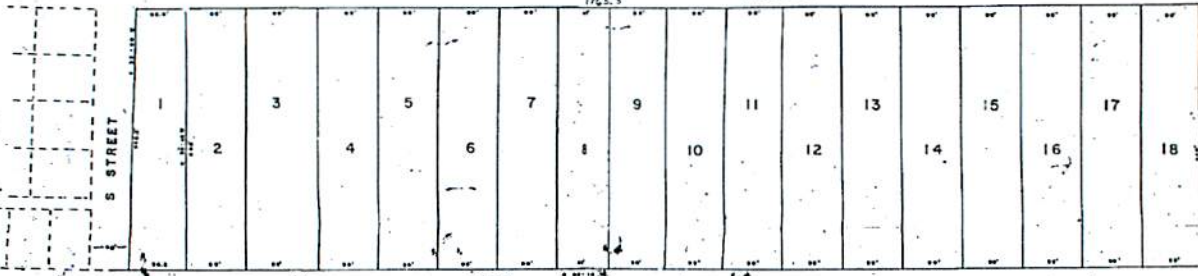
Clerk of Court.

PLAT BOOK 9
PAGE 31

*4/18/54
Clive B. Rogers
Trust of Count*

BAYNARD

AVENUE



B E A C H

HILTON HEAD BEACH
SUBDIVISION NO. 3
PROPERTY OF
THE HILTON HEAD COMPANY
HILTON HEAD, S. C.

Fred C. Hook



A T L A N T I C O C E A N