

STATE OF SOUTH CAROLINA,)
COUNTY OF BEAUFORT.)

DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS, CONDITIONS,
ETC., WHICH CONSTITUTE COVENANTS
RUNNING WITH THE HEREIN CONVEYED
REAL ESTATE

WHEREAS, the Grantors herein are the owners of a tract of land in Bluffton Township, Beaufort County, South Carolina, which is described on a plat or map surveyed and drawn by Robert L. Frank, Registered Land Surveyor, dated May 11, 1973, and duly filed for record in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, the Grantors desire to impose certain restrictive covenants upon said property;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Grantors do hereby declare that the provisions herein contained are rights, restrictions, affirmative obligations, conditions, etc., which constitute covenants running with the land.

1. The within conveyed property shall be used for residential purposes exclusively. (No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on the within conveyed property other than one detached single family dwelling not to exceed two stories in height and one small one-story accessory building which may include an attached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not overcrowd the site and provided further that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

2. The ground floor area of the main dwelling structure, exclusive of open porches, breezeways and garages, shall not be less than 1,250 square feet in the case of one story structures or 1,000 square feet in the case of one and one-half or two story structures.

*2nd Amendment
change to 30 ft.*

3. No building or accessory building shall be placed on any lot so that any portion thereof shall be closer to any street, lot line, etc., than ten (10) feet from said street, lot line, etc., except that no building may be placed closer than fifty (50) feet from any marsh, swamp, running water or other waterfront area.

4. No noxious or offensive activity shall be carried on upon the property herein conveyed, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or general locale of the property. There shall not be maintained any plants or animals, or devise or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the other property in the area by the owners thereof.

5. No trailer, tent, barn or other similar out building or structure shall be placed on any lot at any time, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, or buried under ground.

7. No lot as subdivided shall contain less than 30,000 square feet and all streets in said subdivision shall be at least 30 feet wide.

8. The course of the waterway may be altered and the area may be excavated to create a lake or lagoon of pleasing proportions, however, no more than two roads may cross the waterway and where each road crosses a waterway, there must be an opening of nine (9') feet in width to allow water to pass under. [No dams or other obstructions shall be placed so as to interfere with water flow into or away from adjoining properties, and no waterway shall be less than Fifty (50') feet in width except where the roads cross. In any event, all plans for the waterway must be approved by the Grantors, their heirs and assigns.]

9. No livestock or live fowl shall be maintained on the property except wild animals or water fowl may be encouraged to linger along the waterway.

10. The Grantors, their agents, heirs or assigns, reserve the right to approve the plans and specifications and the location of any residence to be constructed on the within described tract of land.

11. In the event of a violation or breach of any of these restrictions by any property owner, or agent of such owner, the Grantors, their heirs, executors or assigns, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition thereto, the Grantors, their heirs, executors or assigns, shall have the right, whenever there shall have been built on any lot in the subdivision, any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, or condition contained in this deed, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

12. The Grantors, their heirs and assigns, may include in any contract or deed hereafter additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

13. The invalidation by any Court of any provision in this document shall in no way affect any of the other provisions of this document, but they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our Hands and Seals, this 31st day of May, 1973.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Franklin A. Brown

Julia W. Brown

Erica W. Ulmer
ERIC W. ULMER

Hugh M. Ulmer
HUGH M. ULMER

Alan A. Ulmer, Jr.
ALAN A. ULMER, JR.

C. A. Ulmer
C. A. ULMER

STATE OF SOUTH CAROLINA,)
COUNTY OF BEAUFORT.)

PERSONALLY appeared before me Franklin N. Phoad
and made oath that s/he saw the within named HUGH D. ULMER,
HUGH M. ULMER, ALAN A. ULMER, JR. AND C. A. ULMER sign, seal
and as their act and deed, deliver the within written Restrictive
Covenants for the uses and purposes therein mentioned, and that
s/he with Julian S. Levin witnessed the execution thereof.

SWORN to before me this
31st day of May, 1973.

Franklin N. Phoad

Julian S. Levin
Notary Public for South Carolina
My Commission Expires: 1-8-81

FILED	BEAUFORT	RECORDED
AT	COUNTY	IN
	S. C.	BOOK
8:30		270
JUN 13 1973		PAGE
		1182
<i>M. H. Gaudin, Secy</i>		
OFFICE OF COUNTY CLERK		