

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )  
DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS, CONDITIONS,  
ETC., which constitute covenants run-  
ning with certain lands of Sea Pines  
Plantation Company

CLASS "A" TOWNHOUSE COVENANTS OF BRADDOCK COVE CLUB  
December, 1976

WHEREAS, Sea Pines Plantation Company, a corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands known as the Braddock Cove Club, located within Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina; and

whereas, Sea Pines Plantation Company wishes to convey certain lots and tracts of such lands and certain lots and tracts of other lands of Sea Pines Plantation Company as described at Exhibit "A" hereto, subject to certain additional rights, restrictions, affirmative obligations, and conditions as contained in this Declaration, which lots and tracts shall be conveyed subject hereto by express reference in the deeds of conveyance; and

WHEREAS, the Board of Directors of Sea Pines Plantation Company, has authorized the officers of Sea Pines Plantation Company, to make and execute this Declaration on behalf of Sea Pines Plantation Company;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Sea Pines Plantation Company does hereby declare that the provisions herein contained are rights, restrictions, affirmative obligations, conditions, etc., which constitute covenants running with the land described at Exhibit "A" hereto, to which land these rights, restrictions, affirmative obligations, conditions, etc., may be made applicable by express reference in deeds or other written instruments duly executed and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina.

Part I - Definitions

1. The term "Company" when used herein means Sea Pines Plantation Company, its successors and assigns, and the duly authorized agents thereof.



2. The term "lot" means both any original tracts, subdivision or lot of land, as well as any subsequently subdivided portion thereof, to include that parcel of land upon which any dwelling unit or group of such units is situated or is to be situated.

3. The term "lot owner" means both the original owner, builder, or developer of a lot, as well as any subsequent owner, builder, or developer thereof.

✓ 4. The term "dwelling unit" means any building or portion of any building situated on a lot designed and intended for use and occupancy by a single family, including, without limiting the generality of the term, each townhouse or other single family residence located on a lot.

5. The term "dwelling unit owner" means both the original owner, builder, or developer of a dwelling unit as well as any subsequent owner, builder, or developer thereof.

PART II - COVENANTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "A" TOWNHOUSE RESIDENTIAL AREAS

✓ 1. No dwelling unit, building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such dwelling unit, building, fence, or structure, drives and parking areas) and construction schedule shall have been approved in writing by the Company. Refusal of approval plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alterations in the exterior appearance of any dwelling unit, building, fence or other structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. Building plans, specifications, exterior color or finish and plot plans shall conform to the Braddock Cove Club Townhouse Design Guidelines, a copy of which will be provided to each owner by the Company.

2(a) No plans will be approved unless the proposed dwelling unit has a minimum of 1,500 square footage of enclosed dwelling area. Such minimum requirements for each dwelling unit will normally be specified in each sales contract, and expressly stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling unit; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas, or shed-type porches, even though attached to the dwelling unit. The term does include, however, screen porches, if the roof of such porches forms an integral part of the roof line of the main dwelling unit or if they are on the ground floor of a two-story structure.

(b) Dwelling units constructed on Lots number 1, 6, 7, 8, 12, 13, 14, & 15 as described at Exhibit "A" hereto, shall be not more than two stories in height. Dwelling units constructed on Lots number 2, 3, 4, 5, 9, 10, & 11, as described in Exhibit "A" hereto, shall be not more than three stories in height. The Braddock Cove Club Townhouse Design Guidelines shall be controlling as to specific limitations on actual height.

3. Because of the characteristics of townhouse architecture, no building setback lines are established by these covenants. Dwelling units to be constructed on contiguous lots may, with the permission of the Company, have common party walls. The Company, however, reserves to itself, its successors or assigns, the right absolutely to control and solely to decide the precise location of any dwelling units, provided, however, that such location shall be determined only after reasonable opportunity is afforded to the lot owner to recommend a specific site, and provided further, that in the event the Architectural Review Board agrees on a location which is stipulated in writing in the contract of purchase, the Company shall automatically approve such location for a dwelling unit.

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Notwithstanding the approval of the location of a dwelling unit by the Company, no dwelling unit or element of any dwelling unit shall project or extend over or beyond the boundary lines of any lot.

4. The exterior of all dwelling units and other structures must be completed within one (1) year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

✓ 5. All lots shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling and one (1) small accessory building which may include a detached 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 structures are not used for any activity normally conducted as a business. The accessory building may not be constructed prior to the construction of the main dwelling.

✓ 6. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building but such site may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such guest suite would not result in overcrowding the site.

7. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on such lot which shall tend to substantially decrease the beauty of the specific area or of the neighborhood as a whole.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereof tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device 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 other property in the neighborhood by the owners thereof. There shall not be maintained on the property any truck, trailer, including a boat trailer, recreation vehicle or commercial vehicle.

9. In order to implement effective insect, reptile and woods fire control, the Company reserves for itself and its agents the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Company for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety of Sea Pines Plantation. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Company and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Company or its agents to mow, clear, cut or prune any lot or to provide garbage or trash removal services.

10. In the event a lot owner desires to sell a lot together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property and the Company shall have thirty (30) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse within thirty (30) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

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11. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any lot except with the written permission of the Company, or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the lot owner. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Company.

12. For each dwelling unit the lot owner shall provide receptacles for garbage, in a screened service area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company. For each dwelling unit the lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

13. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Sea Pines Public Service District. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shorelines thereof. No sewage disposal system shall be permitted on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

14. No structure of a temporary character shall be placed upon any lot at any time, except shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residence or permitted to remain on the lot after completion of construction.

15. No trailer, tent, barn, treehouse, or other similar out-building or structure shall be placed on any lot at any time, either temporarily or permanently except temporary construction vans located on the property during construction.

16. 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, within the screened area required in Paragraph 12, herein, or buried underground.

17. No private water wells may be drilled or maintained on any residential lot so long as the Sea Pines Public Service District, its agents, successors or assigns, maintains a water distribution line within fifty (50') feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line.

18. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of the said replatted lots. The Company may combine any two (2) or more contiguous lots or parts thereof to make one (1) lot. In such event, the combined lots shall be considered as one (1) lot for the purpose of the application of these restrictions and covenants.

19. In order to provide a community fund for private road maintenance, roadside landscaping, insect control, security and other community services ("Community Services") for Sea Pines Plantation, each Owner shall pay to the Company or its authorized agent, an annual Community Services assessment of ONE HUNDRED EIGHTY (\$180.00) DOLLARS per each dwelling unit and ONE HUNDRED TEN (\$110.00) DOLLARS per each unimproved lot, both expressed in September, 1974 inflation indexed dollars, said sum to be placed in the Community

Association Trust account and to be used exclusively for the purposes described above and more particularly in the Covenants of September, 1974 recorded at Book 224 at Page 1036 in the Office of the Clerk of Court for Beaufort County, South Carolina. Each unimproved lot assessment shall increase to the then prevailing assessment, as determined in accordance with the provisions herein, for dwelling units at such time as a dwelling unit is started on the lot (i.e., groundbreaking) and such assessment shall be prorated between the unimproved property assessment and the improved property assessment for that calendar year.

(b). The Company assumes the obligation of furnishing Community Services in Sea Pines Plantation only to the extent that the costs of such services can be defrayed by the proceeds from the aforesaid Community Services assessment.

(c). In determining the amount of the annual Community Services assessment for any current year, the Company may, in its discretion, set an amount different from the immediately preceding year's annual Community Services assessment by as much as the percentage of change in the Consumer Price Index All Items-All Groups (1967=100) in the immediately preceding calendar year. The maximum amount of each incremental change in annual assessments shall be determined by multiplying the previous year's annual assessment by the percentage change in the Consumer Price Index.

(d). The first annual Community Services assessment payable hereunder shall be made for the calendar year and shall become due and payable in advance at closing of the sale of any property described herein. The assessment for any year, after the first year, shall become due and payable the first day of January of said year.

(e). If the Community Services assessments are not paid on the date when due then such assessment shall become delinquent and shall, together with such interest thereon at the rate of six (6%) percent per annum from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner at the time of the assessment to pay such assessment, however,



2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, 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 to the foregoing, Sea Pines Plantation Company, its successors and assigns, 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 to the foregoing, the Sea Pines Plantation Company, its successors and 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 such 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 rights, reservations, restrictions, or condition contained in this Declaration, 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 or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. Sea Pines Plantation Company, its successors and assigns, may include in any contract or deed hereafter made, modifications and/or additions to the restrictive covenants as contained in this Declaration, with such modified covenants being made applicable by reference to conveyances of land made subsequent to such modifications.

IN WITNESS WHEREOF, Sea Pines Plantation Company has caused this instrument to be executed in its name this 12th day of January, 1977.

Signed, Sealed and Delivered in the Presence Of:  
Marie C. Brannen

SEA PINES PLANTATION COMPANY  
BY: James W. Light

Susan M. Beaman

ATTEST: Charles A. Scarminach

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BEAUFORT        )        PROBATE

PERSONALLY appeared before me Marie C. Brannen, and made oath that (s)he saw the within named SEA PINES PLANTATION COMPANY by James W. Light, its President, and attested by Charles A. Scarminach, its Secretary, sign, seal, and as its act and deed, deliver the within written instrument, and that (s)he with Susan M. Beaman witnessed the execution thereof.

Marie C. Brannen  
Marie C. Brannen

SWORN to before me this 12th day of January, 1977

Susan M. Beaman  
Notary Public for South Carolina  
My Commission Expires: 8/23/84

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EXHIBIT "A"

ALL that certain piece, parcel or tract of land, situate, lying and being in Sea Pines Plantation, on Hilton Head Island, in Beaufort County, South Carolina, containing 2.959 acres, and shown and designated on a Plat entitled "South Beach Townhouse Site Subdivision, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina." Said Plat was prepared by Jerry L. Richardson, S.C. R.L.S. No. 4784, dated January 5, 1977, and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Plat Book 25 at Page 98 on January 7, 1977.

*S.P.P.C.*

FILED AT <i>10:00</i> O'CL'CK	BEAUFORT COUNTY S. C. JAN 13 1977	RECORDED IN BOOK <i>243</i> PAGE <i>2030</i>
<i>A.M.</i> <i>Charles Carson J.</i> CLERK OF COURT - COMMON PLEAS		

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