

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE  
OBLIGATIONS, CONDITIONS, ETC., WHICH CONSTITUTE  
SPECIAL COVENANTS RUNNING WITH CERTAIN LANDS OF  
SEA PINES PLANTATION COMPANY LOCATED ON DEER ISLAND

DEER ISLAND COVENANTS, May 1, 1971

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 located within Sea Pines Plantation on Hilton Head Island, Beaufort County, South Carolina;

WHEREAS, Sea Pines Plantation Company has made published and recorded consolidated uniform covenants applicable to all Class "A" Residential Areas, together with special restrictions affecting certain limited areas, which consolidated covenants are recorded in Deed Book 173 at Page 46 in the Office of the Clerk of Court for Beaufort County, South Carolina;

WHEREAS, Sea Pines Plantation Company in accordance with a resolution of its Board of Directors adopted at a meeting held on \_\_\_\_\_ wherein the President and the Secretary of Sea Pines Plantation Company were authorized to make this Declaration and to execute same on behalf of said Company, now wishes to add certain additional restrictive covenants to the aforesaid consolidated uniform covenants;

NOW, THEREFORE, Sea Pines Plantation Company does hereby declare that the special covenants of limited area application contained herein shall be covenants running with the land and shall apply to lands conveyed in the future on Deer Island in Sea Pines Plantation by deeds hereafter made which make reference to this Declaration of Covenants. The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties so conveyed, or to limit therein the application of the special covenants of limited area application contained herein.

IT BEING THE TRUE INTENT AND PURPOSE of this Declaration that the covenants contained herein shall be in addition to the consolidated uniform covenants applicable to all Class "A" Residential Areas referred to hereinabove, and that said consolidated covenants and these additional special covenants shall be the sole applicable covenants restricting and affecting properties conveyed on Deer Island in Sea Pines Plantation;

AND FURTHER, it is the true intent and purpose of Sea Pines Plantation Company, that to the extent that there is conflict between the consolidated uniform covenants applicable to all Class "A" Residential Areas previously recorded as set forth above, and those of the instant Declaration, the provisions of the instant Declaration shall govern and restrict properties hereinafter conveyed in deeds making reference to this Declaration.

#### DEFINITIONS

Whenever used herein the term "the Company" shall refer to the Sea Pines Plantation Company, its successors and assigns.

The covenants and restrictions below will be referred to as the Deer Island - Sea-Loft Homes Covenants of May \_\_\_\_\_, 1971 and will be recorded in the Office of the Clerk of Court for Beaufort County, South Carolina and will be incorporated by reference in deeds to residential property issued by Sea Pines Plantation Company by reference to the book and page of recording in the Realty Records in the Office of the Clerk of Court for Beaufort County, South Carolina.

#### PART I

#### COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO DEER ISLAND - SEA LOFT HOMES RESIDENTIAL AREA

1. In order that the Residential Area of Deer Island be preserved and maintained as nearly as possible in its natural state, formal landscaping shall not be permitted on any Deer Island lot. No large trees measuring four inches or more in diameter at ground level may be removed without the written permission of the Company

unless located within five feet of a Sea-Loft Home or deck. No domestic or exotic plants may be planted in formal arrangements on any Deer Island lot, but the planting of native wild plants and other food which provide foraging for deer and other animals, or plants and trees which provide food for birds may be planted. Ivy and other ground covers shall be permitted.

2. In order to encourage the grazing of deer around, among and in site of Sea-Loft Homes no electric fence shall be permitted to be constructed on any Deer Island lot.

3. The Sea-Loft Homes located on Deer Island have been designed to blend pleasingly with the wooded area surrounding each home. No changes to the exterior design or color of Sea-Loft Homes may be made until the proposed changes shall have been approved in writing by Sea Pines Plantation Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any grounds, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall seem sufficient.

4. In order to provide a permanent fund to maintain and repair private streets (except those located within a privately owned lot), walkways and like community areas, maintain the Sea Pines community beach front in a clean and orderly condition, provide for pest control when needed and in general provide those services important to the development and preservation of an attractive community appearance and, further, to maintain the privacy and general safety of the Sea Pines residential communities and the general safety of the Harbour Town and Deer Island community, each owner of a lot shall pay annually to the Company the sum of Eighty Dollars (\$80.00) per building site, said sum to be placed in an account to be used exclusively for the purposes described above. For purposes of this paragraph the term "building site" means the lot, portion of any lot, or group of lots intended for the construction of a single dwelling unit. From and after 1 January, 1973, this annual payment may be increased each year by the percentage of increase of the consumer price index for the previous year, or at the option of the Company, may be increased each year up to five percent (5%) of the maximum authorized payment for the previous year. The Company assumes the obligation to provide maintenance and all other services stated above only to the extent such maintenance and services can be provided with the proceeds of such payment. The annual payment as provided herein shall stand in lieu of and the Company hereby assumes on behalf of each lot owner (of a lot affected by the covenants hereinafter named) the annual payment to Sea Pines Plantation Company and Sea Pines Land Company as provided in Paragraph 5 of Part I of that certain Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., of Sea Pines Land Company, Inc.,

Sea Pines Plantation Company, Inc., and Lighthouse Beach Company dated 20 August, 1967 and recorded in Deed Book 150 at page 41 in the Office of the Clerk of Court for Beaufort County, South Carolina.

5. In order to provide a security patrol in Sea Pines Plantation, each owner of a lot upon which a dwelling in it has been constructed shall pay annually to the Company the sum of Twenty Dollars (\$20.00) per dwelling unit, said sum to be placed in an account to be used exclusively for the purposes described above. The Company assumes the obligation to provide such security patrol only to the extent it can be provided with the proceeds of such payment. From and after 1 January, 1973, this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year or at the option of the Company may be increased each year up to five percent of the maximum authorized payment for the previous year.

6. No building, accessory building, fence or other structure shall be erected, placed or altered on any lot on Deer Island other than one (1) Sea-Loft Home constructed by the Company, one open or sheltered octagon-shaped deck, and an outdoor terrace. Once constructed no Sea-Loft Home may be altered or its exterior color or finish changed until a plan showing such proposed alteration or change shall have been approved in writing by Sea Pines Plantation Company, its successors or assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic conditions which in the sole and uncontrolled discretion of the Company shall seem sufficient.

## PART II

### DURATION OF COVENANTS TOGETHER WITH AFTERWARD

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to, the successors and assigns, if any of the Sea Pines Plantation Company for a period of twenty-five (25) years from the execution date of this Declaration, except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all 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 lots substantially affected by such change in covenants, has been recorded, agreeing to change said covenants in whole or in part.

VIOLATION OF COVENANTS

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1. 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, 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.

2. The Company may include in any contract or deed hereafter made modifications and/or additions to the restrictive covenants as contained in this Declaration of Covenants, with such modified covenant being made applicable by reference to conveyances of land made subsequent to such modifications.

Dated this 27<sup>th</sup> day of July, 1973.

WITNESSES:

Virginia Cousins

Patsy L. Hancock

SEA PINES PLANTATION COMPANY

By

[Signature]  
As its Vice President

Attest:

[Signature]  
As its Asst. Sec.

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Personally appeared before me Virginia Cousino  
 who, being duly sworn, deposes and says that she saw SEA PINES PLAN-  
 TATION COMPANY, by Harold D. Oestlin, its Vice Pres.  
 and H. Richard Werth, its Asst. Sec., sign and seal  
 and, as its act and deed, execute the foregoing instrument for the uses  
 and purposes therein mentioned and that she with Patsy H.  
Hancock witnessed the execution thereof.

Virginia Cousino

SWORN to and Subscribed  
 before me this 27<sup>th</sup>  
 day of May, 1973

July

Patsy H. Hancock  
 Notary Public for S. C.  
 My comm. expires  
9/2/81.

DD S+D JMC

FILED AT <u>11:10</u> O'CL CK <u>A</u> 11	BEAUFORT COUNTY S. C. AUG 1 1973	RECORDED IN BOOK <u>212</u> PAGE <u>750</u>
Diane K. Brewton, Dep. C. OF C. ON PLEAS		