
Sea Pines Land Use Covenants

Covenant Title: Class "A" Land Use Restrictions
Date: April 1, 1970
Book Number: 173
Page Number: 46

Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., which constitute covenants running with certain lands of Sea Pines Plantation Company.

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 previously made, published and recorded a Declaration of restrictive covenants affecting said lands, recorded in Deed Book 86 at Page 263, and in Deed Book 90 at Page 93, in the Office of the Clerk of Court for Beaufort County, South Carolina, reserving the right in each instance to add additional restrictive covenants in respect to said properties;

WHEREAS, SEA PINES PLANTATION COMPANY, subsequent to the above Declaration of restrictions and covenants, made, published and recorded a Declaration of uniform covenants to restrict all Sea Pines Plantation residential areas designated in subsequent deeds of conveyance as Class "A" Limited Residential Areas, together with special restrictions affecting Beach Residential Areas, Calibogue Cay Residential Areas and Point Comfort Residential Areas, all such uniform and special covenants and restrictions being recorded in Deed Book 92 at Page 152, and Deed Book 92 at Page 287 in the Office of the Clerk of Court for Beaufort County, South Carolina;

WHEREAS, SEA PINES PLANTATION COMPANY, in addition to the covenants above described, has also made, published and recorded additional special covenants of limited area application to restrict certain lands of Sea Pines Plantation Company, said special covenants of limited area application being recorded in Deed Book 100 at Page 270, in Deed Book 106 at Page 230, and in Deed Book 124 at Page 35, in the Office of the Clerk of Court for Beaufort County, South Carolina;

WHEREAS, SEA PINES PLANTATION COMPANY has also 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 substantially identical to the covenants previously recorded as set forth above, except that additional restrictive covenants have been added, all as recorded in Deed Book 128 at Page 185 in the Office of the Clerk of Court for Beaufort County, South Carolina; and

WHEREAS, SEA PINES PLANTATION COMPANY, in accordance with a resolution of its Board of Directors adopted at a meeting held on April 1, 1970, wherein the President and the Secretary of Sea Pines Plantation Company were authorized to make this Declaration and to execute the same on behalf of said Company, now wishes to add certain additional restrictive covenants to the aforesaid consolidated uniform covenants and to restate said consolidated uniform covenants together with the additional restrictive covenants contained herein;

NOW THEREFORE, SEA PINES PLANTATION COMPANY, does hereby declare that the consolidated uniform covenants contained herein, and 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 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 consolidated uniform covenants contained herein.

IT BEING THE TRUE INTENT AND PURPOSE of this Declaration that the covenants contained herein shall be the sole applicable covenants restricting and affecting properties conveyed in Class "A" Limited Residential Areas by Sea Pines Plantation Company, subsequent to the recording of this Declaration, and such other property in Sea Pines Plantation as may be deeded subject to the covenants herein by specific reference in individual deeds, or by subsequent declarations, to the extent that there is any variation from and addition to, covenants heretofore recorded; and further, it is the true intent and purpose of Sea Pines Plantation Company, that to the extent that there is conflict between those restrictions and covenants previously recorded, as set forth above, and those of the instant Declaration, the provisions of the instant Declaration shall govern and restrict properties hereafter conveyed in deeds making reference to this Declaration.

DEFINITIONS

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

The Covenants and Restrictions below will be referred to as the Class "A" Covenants of April 1, 1970, 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 1

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL CLASS "A" RESIDENTIAL

1. No building, fence or other structure shall be erected, placed or altered on any lot in such Residential Area until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by Sea Pines Plantation Company, its successors or assigns. Refusal or 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. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished to the Company for its records.
2. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. Such minimum requirements for each lot 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; provided, however, that such term does not include garages, boat sheds, terraces, decks, open porches, and the like areas, provided further, that shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area". 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 or if they are on the ground floor of a two-story structure.
3. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the ocean, preservation of important trees, etc., no specific setback lines are established by these covenants. In order to assure however, that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house; that the structures will be located with regard to the topography of each individual lot, taking into consideration the height of the dunes, the location of large trees and

similar considerations the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all lots and every lot within the Class "A" Limited Residential Areas. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the company shall approve automatically such location for a residence.

4. The exterior of all houses and other structures must be completed within one (1) year after the construction of 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 in said Residential Areas 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) detached single family dwelling not to exceed two (2) stories in height and one small story 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 building is not used for an activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.
6. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite 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 over-crowding the site.
7. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty lot the neighborhood as a whole or the specific area.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon 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.

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 the 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 in this paragraph shall not be construed as an obligation on the part of the Company or the Sea Pines Association to mow or clear, cut or prune any lot nor to provide garbage or trash removal services.
10. in the event the owner desires to sell a residential site within Sea Pines Plantation 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 said 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.
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 property 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. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

13. Each lot owner shall provide receptacles for garbage in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standard established by the Company.
14. 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, or if no such main has been constructed in the vicinity of such lot, then such disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of sewage, and all sewage shall be emptied or discharged into such main or tanks. No sewage shall be emptied or discharged into the ocean, any creek, marsh, river, sound or beach or shoreline 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.
15. The Company 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 equipment, gas, sewer, water or other public conveniences or utilities on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Company may cut drain ways for surface water wherever and whenever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Company, but his reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.
16. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to 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 residences or permitted to remain on the lot after completion of construction.

17. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.
18. 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 19 herein, or buried underground.
19. Each 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.
20. No private water wells may be drilled or maintained on any residential lot so long as the Sea Pines Water Works Company or the Sea Pines Public Service District Commission, their agents, successors or assigns, plans 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; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner.
21. No large trees measuring six (6) inches or more in diameter at ground level may be removed without written approval of the Company, unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.
22. 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 said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20%) percent from its original size, but further provided, that any such lot may be reduced in size to a minimum of one acre whether or not such reduction in size is more than twenty (20%) percent of the area of the lot as originally platted. The restrictions and covenants herein apply to each lot so created, except that the subdivision of Estate Sites shall not be governed by the provisions of the instant paragraph, but shall

be governed by the provision of Part IV, Paragraph 8, of these covenants together with the other applicable provisions contained herein.

23. The Sea Pines Plantation Company expressly reserves to itself, its agents or assigns, any other provision in this Declaration, notwithstanding the right to build any bridges, walkways, or fixed spans across any or all natural or man made canals, creeks or lagoons in Sea Pines Plantation; provided that such walkway, bridge or fixed span, if it be over navigable and tidal waters, shall provide a minimum clearance of twelve (12) feet at mean sea level, fifteen (15) feet at mean low tide and nine (9) feet at mean high tide. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Company to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation to the grantor Company.

PART II

SPECIAL RESTRICTIONS AFFECTING BEACH RESIDENTIAL AREAS

1. Deleted on September 27, 1974 at Book 224, Page 472.
2. Owners of oceanfront lots may not remove, reduce, cut down or otherwise lower the elevation of sand dunes and ridges located on the rear (oceanside) half of any oceanfront lot to a level lower than fourteen (14) feet above the mean low water, except with the written permission of the Company.
3. There shall be reserved for the use and benefit of adjacent second-row lot owners an easement of view running along the side boundary lines of oceanfront lots for a width of five (5) feet on each side of each oceanfront lot. It is herein specified that the purpose of this easement is to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a direct view of the ocean and direct circulation of ocean breezes. Owners of oceanfront lots may not erect any fence, wall or other structure interfering with such easements. Agents of the Company, acting at the request of the owners of second-row lots, may enter onto front row lots and cut or trim any trees, limbs, bushes or shrubs or other obstructions located within such easement areas and interfering with the view of second-row property owners. Such clearing and maintenance shall be at the

expense of the second-row lot owners, except when the easement of view was willfully obstructed by the owner of an oceanfront lot or his agent, in which event removal of such obstruction shall be at the expense of the ocean front lot owner who obstructed or authorized the obstruction of the easement of view. Such side boundary line easements of view shall not be applicable, however, to the center dividing line between two lots combined to form one building site.

4. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property lines of any oceanfront lot and the high water mark of the Atlantic Ocean directly in front of each lot for the use and benefit of residents of the beach residential areas of Sea Pines Plantation, and that it will not subdivide, sell or otherwise dispose of such land under conditions which would permit its use for the erection of any structure whatsoever without the written permission of the owner of the one ocean front lot contiguous to and immediately behind such portion of the trust property involved.
5. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out, or do any action on the property of any lot owners, entering the property and taking such action shall not be deemed a trespass.

PART III

SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

1. Deleted on September 27, 2974 at Book 224, Page 472.
2. The landscaping plan for the areas of any lot or block of future lots within fifty (50) feet of the boundary of the lot or block line adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by Sea Pines Plantation Company, its agents, successors and assigns before implementation.
3. There is reserved to the Grantor, Sea Pines Plantation Company, its agents, successors or assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to the fairways or greens of the Sea Pines Golf Course. This reserved easement shall permit the Grantor, its agents, successors and assigns, at its election, to go on to any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6)

inches in diameter, stumps trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the fairway, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Company a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

4. Until such time as a residence is constructed on a lot, the Grantor, its agents, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or playa ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Registered players or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on a Golf Fairway lot, "Out of Bounds" markers shall be placed on said lot at the expense of the Company.
5. Owners of golf fairway lots shall be obligated to refrain from any actions which would detract from the playing qualities of the Sea Pines -- Golf Course or the development of an attractive overall landscaping :- plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a lot when the smoke would cross on to the fairway and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.
6. Except for plats filed for record by the Sea Pines Plantation Company, no block of golf course property shall be subdivided into lots which do not have either a minimum of ninety (90) feet of frontage on a golf fairway or similar golf course area, or alternatively, contain a minimum of twenty thousand (20,000) square feet of ground area, except where such smaller lot shall have been approved in writing by a declaration of Sea Pines Plantation Company entered of record in connection with the filing of a subdivision plat showing a golf residential block divided into individual lots.
7. Whenever used in the foregoing special restrictions affecting "Golf Fairway Residential Area", the term "lot" shall mean a platted lot, or

two (2) or more contiguous platted lots if owned by the same party or parties, and a residence has been constructed on one (1) of the contiguous lots. .

PART IV

SPECIAL RESTRICTIONS AFFECTING ALL WATERFRONT AND WOODLAND AREAS

1. Deleted on September 27, 1974 at Book 224, Page 472.
2. There shall be reserved for the use and benefit of adjacent second-row lot owners, if any, an easement of view, with said easement running along the side boundary lines of all lots located on and facing towards any creek, sound, tidal marshlands or wetlands. Said lots located on and facing towards any creek, sound, tidal marshlands or wetlands are hereinafter referred to as outer perimeter lots. Said easement shall extend five (5) feet on either side of said boundary lines, it being the purpose of this easement to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a view and direct circulation of breezes. Owners of outer perimeter lots may not erect any fence, wall or other structure interfering with such easement. Agents of the Company, acting at the request of owners of second-row lots, may enter onto said outer perimeter lots and cut or trim trees, limbs, bushes, shrubs, or other obstructions located within such easement area and interfering with the view of said second-row property owners. Such clearing and maintenance shall be at the expense of the second-row lot owners, except when the easement of view was willfully obstructed by the owner or agent thereof of an outer perimeter lot, in which event removal of such obstruction shall be at the expense of the outer perimeter lot owner who so obstructed such easement. Such side boundary line easements of view shall not be applicable, however, to the center dividing line between two lots combined to form one building site.
3. The Company covenants and agrees that it will hold in trust all lands, if any, located between the front property line of outer perimeter lots and the high water mark of any adjacent creek or canal, for the use and benefit of the owners of waterfront or woodland area lots, and that the Company will not subdivide, sell or otherwise dispose of, nor permit the erection of any structure upon such trust property without the written permission of the owner of the one outer perimeter lot contiguous to and immediately behind such portion of the trust property involved; provided however, that this covenant extends only to lands contiguous to and located on or fronting on water navigable at low tide.

4. Owners of lots fronting on the trust property described in Paragraph 3 above may erect docks (and boathouses where appropriate in the discretion of the Company) upon the trust property located between the outer boundary of their lots and contiguous to the same and the high water mark upon complying with the following terms and conditions:
 - a) Complete plans and specifications including site, color or finish must be submitted to the Company in writing;
 - b) Written approval of the Company to such plans and specification must be secured, the Company reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons;

Any alterations of the plans and specifications or of the completed structure must also be submitted to the Company in writing must be similarly secured prior to construction, the Company reserving the same rights to disapprove alterations as it retains for disapproving the original structures.

5. All lot owners who construct or cause to be constructed said docks and/or boat houses, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Company shall be the Judge as to whether the docks and/or boat houses are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Company notifies the particular lot owner in writing that said dock and/or boat house fails to meet acceptable standards, said lot owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Company, and that failing to so remedy such conditions, the lot owners hereby covenant and agree that the Company may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring the said dock and/or boathouse up to acceptable standards, all such repairs and actions to be at the expense, solely, of the lot owner in question.
6. Owner of lots located and fronting on any dredged creek, canal, marshlands or wet lands shall pay to the Sea Pines Plantation Company, in addition to the maintenance charge set forth in Part IV, Paragraph 1 above, the additional sum of twenty-five dollars (\$25.00) a year, said sum to be placed in an account and used exclusively for creek, canal, marshlands or wet lands shore maintenance and removal of accumulated silt.
7. Whenever the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of

any lot owner, or on the easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.

8. After February 15, 1971 any owner of an Estate Site containing two (2) acres or more may divide such site into a total of two (2) sites, neither site having less than one (1) acre of ground, notwithstanding the provisions of Part I, Paragraph 22 of these covenants, relating to the general subdividing of lots. In the event of such a division, each lot so created shall be considered a separate individual lot for purposes of these covenants.
9. The provisions of Paragraph 23 of Part I of these covenants shall apply to any bridges, walkways, or crossings over any dredged salt water channel or natural channel providing navigable access between Calibogue Sound and any lot conveyed by Sea Pines Plantation Company, its successors and assigns. Except as may be provided from the proceeds of the twenty-five dollars (\$25.00) a lot maintenance and silt removal fee stipulated in Paragraph 6 above of this Part IV, Sea Pines Plantation Company expressly assumes no responsibility for silt or obstruction removal by dredging or any other means, in any natural or dredged channel providing access to any lot conveyed by Sea Pines Plantation Company. Should the Company fail to maintain an average depth of six (6) feet below mean sea level (approximately nine and one-half [9 ½] feet below average high tide and two and one-half [2 ½] feet below average low tide), any owner or group of owners may privately undertake to remove any accumulated silt or other obstruction in any natural or dredged channel providing navigable water access to their property.

PART V

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It shall be the intent and purpose of these restrictions and covenants to maintain and enhance certain areas designated as Open Space Areas on plats hereafter filed for record in the Office of the Clerk of Court for Beaufort County, South Carolina, by Sea Pines Plantation Company. It shall be the further intent and purpose of those restrictions and covenants to protect natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, beach sand dunes or tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities preserve historical sites, and implement generally the Sea Pines Master Plan for development.

2. To insure that land dedicated as Open Space Area will remain as undeveloped and natural woodland, shoreline or tidal marshland, an Open Space easement is hereby granted to the owner of property immediately contiguous and adjacent to such land set aside as Open Space Area, expressly provided, that the deed of conveyance of said contiguous and adjacent property makes specific reference to a plat which shall show and designate Open Space Area as abutting the said property; and provided further, that said deed of conveyance makes a specific reference to the covenants and restrictions contained herein, by appropriate reference to this Declaration of Covenants by book and page reference in the records of Beaufort County.
3. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on recorded subdivision plat as Open Space Area.
4. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the grantor to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area.
5. The general topography of the landscape, river frontage or creek frontage, as well as distinctive and attractive scenic features in Open Space Areas shall be continued in their present condition, subject only to the exceptions noted herein.
6. The grantor shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as sea walls, bulk heading, or other means deemed expedient or necessary by said grantor. The right is likewise reserved to the grantor to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Open Space Areas. The Company shall also have the right to cut fire breaks, and in general do all things necessary to carry on tree farming operations in such Open Space Areas, including harvesting of trees.
7. The Company reserves unto itself, its successors and assigns the right to go 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 equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

8. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.
9. The granting of this easement does in no way grant to the public or to the grantee or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Company.
10. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.
11. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to the grantee any service of any kind.
12. Where the grantor is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

PART VI

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 be limited to, the successor and assigns, of 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

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 is 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 conditions 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.
3. The Covenants, restrictions and affirmative obligations contained herein supersede the following prior Declarations of rights, restrictions, conditions, and covenants made by Sea Pines Plantation Company and recorded in the realty records of Beaufort County; Declaration of Restrictive Covenants at Deed Book 86 at Page 263 and in Deed Book 90 at Page 93; Declaration of Uniform Covenants at Deed Book 92 at Page 152 and Deed Book 92 at Page 287; Declaration of Special Covenants of Limited Area Application in Deed Book 100 at Page 270

and Deed Book 106 at Page 230; and Declaration of Rights, Restrictions, Conditions, etc., in Deed Book 128 at Page 185. The consolidated uniform covenants contained herein are in many paragraphs substantially identical to those covenants and restrictions previously recorded as set forth above, except that additional restrictions and provisions have been added herein.

It is the true intent and purpose of Sea Pines Plantation Company that the covenants and restrictions contained herein shall be the sole applicable covenants restricting and affecting Class "A" Limited Residential Areas, properties conveyed by Sea Pines Plantation Company to grantees of the company subsequent to the date of the Declaration adopting these covenants, with these covenants and restrictions being made applicable to such conveyances by specific reference in individual deeds, or by subsequent declaration to the extent that there is any variation from and addition to, covenants herein recorded; however, those properties in Sea Pines Plantation conveyed prior to the effective date of this instrument are not governed or otherwise restricted by the consolidated uniform provisions of this Declaration, but are so governed and restricted by those covenants and restrictions previously recorded as set forth above and to which specific reference was made in the particular and appropriate deed of conveyance.

Dated this 1st day of April, 1970.