
SEA PINES LAND USE COVENANTS

Covenant Title: Class "B" Multi-Family Covenants
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Declaration of Rights, Restrictions, Affirmative Obligations, Conditions, etc., which constitute covenants running with certain lands of Lighthouse Beach Company.

WHEREAS, Lighthouse Beach Company, a limited partnership 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, Lighthouse Beach Company acquired such lands from Sea Pines Land Company, Inc., subject to 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 August 20, 1967 and recorded in Deed Book 150 at Page 41 in the Office of the Clerk of Court for Beaufort County, South Carolina.

WHEREAS, Lighthouse Beach Company wishes to convey certain lots and tracts of such lands and certain lots and tracts of other lands of Lighthouse Beach Company, 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 Management Company, Inc., a General Partner of Lighthouse Beach Company, has authorized the officers of the Sea Pines Management Company, Inc., to make and execute this Declaration on behalf of Lighthouse Beach Company;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Lighthouse Beach Company does hereby declare, by Sea Pines Management Company, Inc., its duly authorized general partner, that the provisions herein contained are rights, restrictions, affirmative obligations, conditions, etc., which constitute covenants running with certain lands held or to be acquired by Lighthouse Beach Company, to which lands 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 Lighthouse Beach Company, its successors and assigns, and the duly authorized agents thereof.
- 2) The term "lot" means both any original tract, 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 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 apartment in any multi-family structure, each villa or townhouse (when two or more are located on a single lot, and each unit in a residential condominium).
- 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 "B"
MULTI-FAMILY 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, plat 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 of 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 to the Company for its records.
2. No plans will be approved unless the proposed dwelling unit will have the minimum required 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.

3. Since the establishment of standard inflexible building set-back lines for locating dwelling units or other structures on lots tends to force construction of buildings both directly behind and directly to the side of other homes or buildings with detrimental effects on privacy, view of the ocean, preservation of important trees, etc., no specific set-back lines are established by these covenants. In order to assure, however, that location of dwelling units or other structures will be staggered, so that the maximum amount of view and breeze will be available to each house; that structures will be located with regard to the topography of each individual lot, taking into consideration the height of dunes, the location of large trees and similar considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and to decide the precise site and location of any dwelling unit or other structure or structures on any lot, and to cluster or otherwise arrange any structures or complex of structures on any lot or subdivision of lots, for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient, provided however, that such location shall be determined only after reasonable opportunity is afforded the lot or tract 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, or group of residential units.
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 or structures shall be erected, altered, placed or permitted to remain on any lot or subdivision of lots except as provided for in these covenants and restrictions, or except as provided for in each deed of conveyance, and the said deed shall, in the discretion of the Company, expressly determine and limit the number of villas, townhouses, or other dwelling units or group of such units to a given tract, area or lot of land, to include the height of any and all such structures, and maximum occupancy of both individual units as well as total maximum occupancy or density of all units combined within a given subdivision or complex. Use of a dwelling for meetings and seminars for less than 25 persons shall be considered a "residential purpose" for purposes of these covenants.

6. 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 lots which shall tend to substantially decrease the beauty of the specific area or of the neighborhood as a whole.
7. 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.
8. 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 agent 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 constructed 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.
9. 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.
10. 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.

11. For each dwelling unit the lot owner shall provide receptacles for garbage, in a screened service area not generally visible for 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.
12. Each lot owner shall provide space for parking automobiles off the street prior to the occupancy of any dwelling structures constructed on said lot or subdivision of lots in accordance with reasonable standards established by the Company.
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, or , if no such main has been constructed in the vicinity of such lot, the said disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such mains or tanks. 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 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 early 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.
15. No trailer, tent, barn, treehouse or other similar outbuildings or structure shall be placed on any lot at any time, either temporarily or permanently, other than temporary construction equipment vans during the course of 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 any accessory building, within the screened area required in Paragraph 11 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 and 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.
18. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the 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.
19. 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.
20. 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 those portions of each lot, parcel or tract of land as may be reasonably required for utility line purposes, provided however, that no such utility easement shall be applicable to any portion of such lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company or (b) have been designated as the site for construction of a building on a plot plan which has been filed with the Company and which has been approved in writing by the Company. These easements and rights expressly include the right to cut any tress, bushes or shrubbery, make any gradings 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 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 this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

21. In order to provide a permanent fund to maintain, landscape and repair private streets (except those located within a privately owned lot), walkways and like community areas, maintain the 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 beach residential communities and the general safety of the Harbour Town community, each owner of a lot shall pay annually to the Company the sum of eighty(\$80.00) dollars 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 in the Consumer Price Index for the previous year, or at the option of the Company, may be increased each year up to 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, 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.
22. In order to provide a security patrol in Sea Pines Plantation, each owner of a lot upon which a dwelling unit has been constructed shall pay annually to the Company the sum of Twenty (\$20.00) Dollars 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 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 (5%) percent of the maximum authorized payment for the previous year.
23. Paragraph 23 deleted pursuant to Deed Book 224 at Page 1010.
24. Paragraph 24 deleted pursuant to Deed Book 211 at Page 1561.

PART III
SPECIAL RESTRICTIONS
AFFECTING GOLF FAIRWAY
RESIDENTIAL AREAS

1. There is reserved to the Company, its agents, successors, or assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to the fairways or greens of any golf course. This reserved easement shall permit the Company, 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 shown as an easement reserved adjacent to the fairway, or such lesser area as may be shown as a Golf Course Maintenance Easement 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 lot owner thereof, or alternatively, a residence constructed on the lot.
2. The landscaping plan or the areas of any lot or block of future lots reserved as easements adjacent to golf fairway property shall be in general conformity with the overall landscaping patten for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by the Company its agents, successors and assigns before implementation.
3. Until such time as a residence is constructed on a lot, the Company, its agent, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter on to a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering or 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 the 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 car 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 lot adjacent and contiguous to a Golf Course Maintenance Easement Area, "Out of Bounds" markers shall be placed on the said lot at the expense of the Company.
4. Owners of lots adjacent and contiguous to a Golf Course Maintenance Easement Area shall be obligated to refrain from any actions which would detract from the playing qualities of the 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 of trash on a lot when smoke would cross the fairway, and the maintenance of unfenced dogs or other pets on a lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

PART IV

DURATION, VIOLATION AND MODIFICATION OF COVENANTS

1. 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 successors and assigns, if any, of Lighthouse Beach 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 way 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 changes in covenants has been recorded, agreeing to change said covenants in whole or in part.

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, Lighthouse Beach 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, Lighthouse Beach 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 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.

3. Lighthouse Beach 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, Lighthouse Beach Company has caused this instrument to be executed in its limited partnership name this 1st day of April, 1970.

LIGHTHOUSE BEACH COMPANY
Sea Pines Management Company, Inc.
General Partner
Signed, sealed and delivered in the presence of:

Christine B. Dawson

ATTEST: Dennie McCrary, Secretary
Connie D. Herman

PERSONALLY appeared before me Christine B. Dawson and made oath that She saw the within named LIGHTHOUSE BEACH COMPANY by SEA PINES MANAGEMENT COMPANY, INC., General Partner, by its President and Secretary, sign, affix the corporate seal, and as its act and deed, deliver the within written instrument, and that she with Connie D. Herman, witnessed the execution thereof.

Christine B. Dawson

SWORN to before me this 151 day of April, 1970.

Connie D. Herman
Notary Public
South Carolina