


STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

DECLARATION OF RIGHTS, RESTRICTIONS
CONDITIONS, ETC., WHICH CONSTITUTE
COVENANTS RUNNING WITH CERTAIN LANDS
KNOWN AS COFFIN POINT PLANTATION

WHEREAS the owner of certain lands located at Coffin Point, St. Helena Island, Beaufort County, South Carolina desire to provide for covenants running with the lands as hereinafter set fourth

These covenants, restrictions and affirmative obligations hereinafter set fourth shall be referred to as the Coffin Point Residential Covenants and will be recorded in the Office of the Clerk of Court of Beaufort County, South Carolina and will be incorporated by the reference to the Deed Book and Page wherein the same are recoded.

1. All lots or tracts of land in Coffin Point Plantation shall be used for residential or agricultural purposes only and no structures shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling together with outbuildings or structures designed and used as an incident to the residential use, such as a private garage, guest house, green house, shed pump house or wharf. 
2. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
3. No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding erected in this subdivision shall at anytime be used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence.
4. No lot within the subdivision, other than as previously conveyed shall have an area of less than Twenty Thousand (20,000) Square Feet with a frontage or width of not less than One Hundred (100') Feet, nor shall any lot or tract of land previously conveyed be subdivided so that any portion resulting shall be less than the minimum designated area and width.
5. Any owner of a lot within Coffin Point Plantation, their families and guest, shall have free access to and use of the wharf presently located at Coffin Point, any and all roads within the subdivision including the road or roads giving access to the wharf; providing, however, that any such person using the said wharf shall do so at his own risk.

6. Nothing herein contained shall prohibit the continuance by the present owners or their heirs or assigns of any now existing use of any lot or tract of land.
7. These Declarations of Rights, Restrictions, Conditions and Covenants shall not apply to the following two parcels of real property:
 - (a) That four and one-tenth (4.1) acres owned by J.E. McTeer as described on a plat recorded in the Office of the Clerk of Court of Beaufort County in Plat Book 24 at page 141 on May 6, 1976.
 - (b) That two (2.0) acres owned by J.E. McTeer as described on a plat recorded in the Office of the Clerk of Court of Beaufort County in Plat Book 24 at page 142 on May 6, 1976.
8. If any of the parties adopting these covenants or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other parties, their heirs or assigns, who have adopted these covenants to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and to compel a compliance to terms hereof or to prevent the violation or breach.
9. The invalidation of any one of the covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under them for a period of Twenty (20) years from the date hereof and shall automatically extended for successive Ten (10) year periods unless modified or rescinded by a vote of a majority of the parties, their heirs or assigns, within the Ninety (90) day period immediately preceding the expiration of the herein periods.