

3/10/08

41453

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

RESTRICTIVE COVENANTS

2137

I, J. Wyman Wall, III, being the owner in fee simple of the property shown and designated on a Plat thereof prepared by David E. Gasque, R.L.S., dated May 15, 1996, entitled "Plat Showing Fort Place Estates prepared for Wyman Walls Fort Fremont", St. Helena Island, Beaufort County, South Carolina, containing 27 lots, which said Plat is incorporated by reference herein and made a part hereof; being desirous of spreading upon the public records certain restrictive covenants in connection therewith, in consideration of the premises and of the benefits to be desired by me therefrom, **HEREBY COVENANTS AND AGREES**, as follows:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until midnight of September 22, 2005, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owner or owners of each lot agree to change said covenants in whole or in part. The owner or owners of each lot or parcel therein at the time of said vote shall have one (1) vote per lot. The owner or owners of fourteen (14) lots shall constitute a majority.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The following are the covenants and conditions referred to hereinabove and to which the tract of land hereinabove described is subject, to-wit:

- (a) All lots in the subdivision shall be known and described as residential lots and shall be used for residential purposes only. No structures shall be erected, altered, placed or permitted to remain on any lot other than

one detached single family dwelling not to exceed two and one-half (2 ½) stories in height with a private garage and storage and out-buildings incidental to residential use.

- (b) No slab on grade houses shall be placed on any lot.
- (c) Each lot shall be subject to the setback lines as shown and designated on the Plat hereinabove referenced.
- (d) The ground flow area of this main structure, exclusive of open porches and attached garages shall be not less than One Thousand One Hundred (1,100) square feet.
- (e) No chain link fences shall be placed on any lot.
- (f) No Mobile homes shall be erected, altered, placed or permitted on any lot.
- (g) No pre-built homes shall be erected, altered, placed or permitted on any lot except pre-built homes that are approved in writing by J. Wyman Wall, III.
- (h) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (i) No cows, swine, livestock or poultry shall be permitted to be kept upon said property.
- (j) Pets shall be allowed on said property provided the same are not allowed to become a nuisance.
- (k) No trailer, tent, shack, garage, barn or other outbuilding erected on a lot shall be at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (l) No lot shall be used or maintained as a dumping ground for rubbish, garbage, trash or other waste, and all waste and garbage shall be kept in sanitary containers. No junked or inoperative vehicle shall be placed or kept on any lot.
- (m) No sign of any kind shall be displayed to public view on any lot except professionally made signs advertising the property for sale or rent, or used by builders to advertise the property during construction.

(n) J. Wyman Wall, III reserves the right to grant easements for water,²¹³⁹
sewer, gas, electricity, telephone, and any other utility easements that
may be necessary for the orderly and efficient development of the
property.

(o) The covenants and conditions created and established herein may be
waived, charged, cancelled, modified and/or terminated as to the whole
of the subdivision or any portion thereof with the written consent of the
owner of a majority of the owner or owners of the lots in the
subdivision. The owner or owners of fourteen (14) lots shall constitute a
majority and the owner or owners of each lot therein at the time of said
vote shall have one (1) vote per lot.

I, the said J. Wyman Wall, III, hereby bind my Heirs, Personal
Representative and Assigns, firmly by these presents.

IN WITNESS WHEREOF, I, J. Wyman Wall, III, have hereunto set my
Hand and Seal this 22nd day of September, 1997.

SIGNED, SEALED AND EXECUTED
IN THE PRESENCE OF:

Shirley W. Robinson
Joanni A. Long

J. Wyman Wall, III
J. Wyman Wall, III

STATE OF SOUTH CAROLINA)
COUNTY OF ALLENDALE)

AFFIDAVIT OR PROBATE

PERSONALLY APPEARED before me Shirley W. Robinson
and made oath that (s)he saw the within named J. WYMAN WALL, III, sign, seal
and as HIS Act and Deed, deliver the within written RESTRICTIVE
COVENANTS and that (s)he with Joanni A. Long witnessed
the execution thereof.

SWORN to before me this 22nd

day of September, 1997
Joanni A. Long
Notary Public for South Carolina
My Commission Expires: 10-28-01

Shirley W. Robinson

Walter Sanders
FILED 1737
JOHN A. SULLIVAN - RMC
SOUTH CAROLINA COUNTY, S.C.

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