

Seabrook Point Property Owners Association, Inc.

Combined Covenants per Resolution Dated 22 September, 2014

Transcriber's note: There is significant duplication among items 2 through 25 from Deed Book 281, Page 217 and items 1 through 21 of Deed Book 513 Page 827. See Appendix.

From Deed Book 257 at Page 245

1. All lots shall be used for residential purposes only. No residence shall be erected on any lot to exceed two and one-half (2 ½) stories in height, and a private garage.
2. No building on any lot shall be located nearer than forty (40) feet from the top of the bluff shore line of Whale Branch Creek, no nearer than fifteen (15) feet to any side lot line or forty (40) feet to the back lot line.
3. No further subdivision of the lots as subdivided shall be permitted.
4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereupon which may become an annoyance or nuisance to the other lot owners.
5. No trailer, basement, tent, shack, garage, barn, or other type building erected upon any lot shall be used as a residence nor shall any structure of a temporary nature be used as a residence.
6. No building shall be erected or permitted on any lot in said subdivision having a ground area in the main structure, exclusive of open porches and garages less than One Thousand (1,000) square feet for a one story dwelling,, nor less than Six Hundred (600) feet for a dwelling of more than one story.
7. A fifteen (15) foot easement for the installation and maintenance of utilities, and drainage is hereby reserved over the rear and side lot lines.

From Deed Book 281 at Page 217

2. All lots shall be used as single family residential areas only and all buildings, including any outbuilding, pump houses, fences or other buildings shall, prior to the commencement of construction, be approved in writing by the architectural

committee of the owners, their heirs, successors or assigns in writing. The owners shall be the architectural committee until such time as one is elected. The architectural committee shall approve or disapprove in writing any plans and/or specifications submitted to it within 30 days after the receipt thereof, provided that any disapproval of plans and/or specifications shall have the reasons for such disapproval stated in full. The purposes of such approval or disapproval is to ensure that all buildings and residences shall blend with the general appearance and atmosphere of the community.

3. No buildings shall exceed two stories in height, exclusive of any basement story without the express written approval of the architectural committee, nor shall any lot have more than one outbuilding excluding the pump house and no outbuilding shall be used for other than residential purposes. Any improvement, addition or any other alteration to any residential building or outbuilding and any additional building shall be approved by the architectural committee.
4. All residences which shall be erected on any lot shall contain lot less than one 1,600 square feet of finished living space, exclusive of any porches, garages or outbuildings with the minimum of 1,000 square feet to be on the main floor. Provided further that all portions of any residential building or outbuilding shall be enclosed from the ground up.
5. All buildings, residential or otherwise, shall be of a permanent design, shall have a fire resistant roofs and the exterior shall be finished and decorated in attractive manner acceptable to the architectural committee of the Owners.

6. All buildings erected on waterfront lots shall be set back no less than 50 feet from the MHW line, not less than 15 feet from either side boundary line, and not less than 50 feet from Seabrook Point Drive.
7. Any building constructed on any other lot as shown in the above stayed plat shall be constructed not less than 50 feet from any street line, not less than 50 feet from any rear boundary line and not less than 15 feet from any side boundary line.
8. In the event two adjacent lots shall be purchased by one owner, the owner shall be entitled to treat both lots as one individual lot, provided, however, that the one such election is made, the two said lots shall thereafter be treated as one lot and shall not be re-subdivided or used in any other manner and shall be subject to all conditions and restrictive covenants as stated herein, the same as any other individual lot.
9. No noxious or offensive activity shall be allowed on any lot or other property as shown on said plat, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance and a nuisance to the neighborhood of the general demeanor and atmosphere therein or to the use and quiet enjoyment thereof. Further there shall not be maintained, except in designated areas, any plants or domestic animals other than household pets, whose normal existence or activities is in any way noxious, dangerous, unsightly, unpleasant or of a nature tending to diminish, destroy or disrupt the quiet use and enjoyment of the neighborhood in general. All animals of any nature shall be under the complete control of the owner thereof at all times.
10. There shall not be placed on any lot or street, any structure of a temporary character, including trailers, campers, mobile homes, tents or other temporary

shelters other than those which shall be stored in an inconspicuous manner and out of the general view of the neighborhood. In no event shall such be used for residential purposes.

11. No lots shall at any time be used for the parking of commercial vehicles other than those employed in the business of construction during the period of construction residential of dwellings on said lot. Personal pickup trucks or similar vehicles shall be accepted.
12. All residences shall be constructed so as to provide adequate off street parking for the residents thereof and at no time shall overnight parking be allowed in the streets.
13. No commercial signs, businesses or advertisement shall be rected or maintained on any lot. All residences shall be required to tap on to any central water system which may be provided or any central sewage system which may be provided and to pay a reasonable tap on fee therefore, provided, however, that until such water or sewage shall become available, all lot owners shall be entitled to the use of a septic tank or similar system approved by the South Carolina Board of Health or other public authority having jurisdiction thereof and further that each this lot owner shall be entitled to place individual wells for such use as desired.
14. No lots shall be re-subdivided or its boundary lines changed except with the express written consent of the Owners, their heirs, successors or assigns.
15. No firearms, fireworks or other loud noise-making devices shall be discharged upon or in close proximity to any lot or street as shown on said plat of the property.
16. These restrictions are made for the benefit of any and all persons who now may own, or who may hereafter own, property as shown on said plat and such persons

are specifically given the right to enforce these restrictions and reservations and it shall be unlawful for the Owners or any subsequent owner or owners of any lot within the limits of the property of Seabrook Point Subdivision as shown on said plat to institute and prosecute any proceedings at law or in equity against a person or persons violating or threatening to violate any condition or restriction as set forth herein.

17. All persons shall keep any lot or lots which they own in a neat and orderly fashion, free of any trash or garbage which may collect thereon and the Owners, their heirs, successors or assigns may at the expense of any owner enter upon any property and remove therefrom any trash or undesirable item, after having given the owner five days' notice to have such trash and undesirable items so removed.
18. No dock, pier, groin or like structure shall be constructed from any lot into the waterway or adjacent marsh until the plans and specifications for such structure shall be first approved in writing by the Owners, their heirs, successors or assigns.
19. All garbage or trash receptacles shall be placed in a screened area not generally visible.
20. In the event any owner or owners desire to sell any property purchased from the Owners, their heirs, successors or assigns, together with improvements thereon, if any, shall first offer to the Owners, their heirs, successors or assigns a right of first refusal to purchase said property under the same terms and conditions set forth in any bonafide offer received from a third party, unless the Owners shall expressly waive such right of first refusal in writing, provided however, that the Owners shall exercise within 30 days after receipt of written notice to do so its right of first refusal and in the event the Owners shall fail to execute such right, then the right of

re-purchase shall be null and void and the owner or owners shall be released from the option contained therein. All construction shall be completed within a reasonable time after the commencement thereof. In the event of a violation or breach of any of these restrictive covenants or conditions by any property owner or agent thereof, or in the event there is a clear and present danger of violation or breach of such so restrictions. The Owners, their heirs, successors and assigns or any owner, individually or collectively shall have the right to proceed at law or in equity to compel compliance with the terms as stated herein or seek such other relief as may be necessary.

21. The Owners shall have the authority and may include in any contract or deed hereafter executed any additional covenants and restrictions they may deem necessary, provided that such restrictions shall not be inconsistent with the covenants and restrictions set forth herein nor shall such authority used to defeat the purposes of these restrictions and covenants.
22. Any dock or other community facilities which may be constructed or designated by the Owners, shall be maintained and governed by them in accordance with such rules and regulations as maybe set forth in writing by the Owners and the Owners shall have authority to make such assessments as may be necessary for the maintenance and enjoyment thereof, provided, however, that the Owners shall, upon the formation of a landowners and/or homeowners association turn over to such association the authority and responsibility as stated herein.
- ~~23. The conditions and restrictions as set forth herein shall not be amended or altered except as otherwise stated herein without the express consent not less than 75% of~~

~~all landowners with the further provisions that consent to such an amendment alteration must be also given by no less than 75% of homeowners.~~

24. All power lines, telephone lines, water lines or any other utility facilities shall be placed underground, whenever possible.
25. The Owners hereby reserve an easement for a right of way and maintenance of any power lines, telephone lines, water or sewage lines, drainage, or any other utilities, either above or below ground, which may be necessary for the health, welfare, use and general enjoyment of any landowner, provided, however, that any such easement shall be reasonable and placed so as not to interfere the use or enjoyment of lifestyle of any individual landowner.

From Deed Book 513 at Page 827

1. All lots shall be used for residential purposes only, except for such areas as may be designated from time to time for other purposes by the architectural committee appointed by the Owners, their heirs, successors and assigns, or as may be designated by any homeowner's and/or owner's association which may be created at a future date, provided authority to make such designation is granted said homeowner's and/or owner's association in writing by the Owners.
2. All lots shall be used for single family residential purposes only and all plans for buildings, including any outbuilding, pump houses, fences or other improvements shall, prior to the commencement of construction, be approved in writing by the architectural committee of the Owners, their heirs, successors or assigns. The Owners shall be the architectural committee until such time as one is elected. The architectural committee shall approve or disapprove in writing all plans or specifications submitted to it within thirty (30) days after the receipt thereof.

provided further that any disapproval of plans and/or specifications shall have the reasons for such disapproval stated in full. The purpose of such approval or disapproval is to ensure that all buildings and residences shall blend with the general appearance and atmosphere of the community.

3. No building shall exceed two stories in height, exclusive of any basement story without the express written approval of the architectural committee, nor shall any lot have more than one outbuilding (excluding the pump house) and no outbuildings shall be used for other than residential purposes. Any improvements, additions or alterations of any residential unit must be approved by the architectural committee.
4. All residences constructed on Lots 51, 60 and 63 shall contain not less than 1,600 square feet of finished living space, exclusive of porches, garages or outbuildings; residences constructed on Lots 58, 61, 62, lots 64 through 81 and lots 86 through 88 shall contain not less than 1,800 square feet of finished living space, exclusive of porches, garages or outbuildings; residences constructed on lots 50, 52 through 57, 59, lots 82 through 85 and lots 89 through 97 shall contain not less than 2,000 square feet of finished living space, exclusive of porches, garages or outbuildings. All homes constructed in Section III of Seabrook Point, shall have a minimum of one thousand (1,000) square feet on the first floor.
5. All buildings, residential or otherwise, shall be of a permanent design, shall have a fire resistant roof and the exterior shall be finished and decorated in an attractive manner acceptable to the architectural committee of the Owners.

6. All buildings erected on water front lots shall be set back no less than 50 feet from the Mean High Water line, not less than 15 feet from either side boundary line, and not less than 50 feet from Seabrook Point Drive.
7. Any building constructed on any other lot as shown on the above stated plans shall be constructed not less than 50 feet from any street line, not less than 50 feet from any rear boundary line and not less than 15 feet from any side boundary line.
8. In the event two adjacent lots shall be purchased by one owner the owner shall be entitled to elect to treat both lots as one individual lot, provided, however, that once such election is made, the said two lots shall thereafter be treated as one lot and not be re-subdivided or used in any other manner and shall be subject to all conditions and restrictive covenants as stated herein, the same as any other individual lot.
9. No noxious or offensive activity shall be allowed upon any lot or other property as shown on said plat, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or be a nuisance to the neighborhood or affect the use and quiet enjoyment thereof. further, there shall not be maintained, except in designated areas, any plants or domestic animals other than household pets, whose normal existence or activities is in any way noxious, dangerous, unsightly, unpleasant or of a nature tending to diminish, destroy or disrupt the quiet and enjoyment of the neighborhood in general. All animals of any nature shall be under the complete control of the owner thereof at all times.
10. There shall not be placed on any lot or street, any structure of a temporary character, including trailers, campers, mobile homes, tents or other temporary shelters other than those which shall be stored in an inconspicuous manner and out

of the general view of the neighborhood. In no event shall such be used for residential purposes.

11. No lots shall at any time be used for the parking of commercial vehicles other than those employed in the business of construction during the period of construction of residential dwellings on said lot. Personal pickup trucks or similar vehicles shall be accepted.
12. All residences shall be constructed so as to provide adequate off street parking for the residents thereof and at no time shall overnight parking be allowed in the streets.
13. No commercial signs, businesses or advertisement shall be erected or maintained on any lot. All residences shall be required to tap on to any central water system or to a central sewage system which may be provided, and pay a reasonable tap on fee therefor, provided, however, that until such water or sewage shall become available, all lot owners shall be entitled to use a septic tank or similar system approved by the South Carolina Board of Health or other public authority having jurisdiction thereof and further that such lot owner shall be entitled to place individual wells for such use as is desired.
14. No lots shall be re-subdivided or its boundary lines changed except with the express written consent of the Owners, their heirs, successors and assigns.
15. No firearms, fireworks or other loud noise making devices shall be discharged upon or in close proximity to any lot or street as shown on said plat.
16. These restrictions are made for the benefit of any and all persons who now may own or who may hereafter own property, as shown on said plat, and such persons are specifically given the right to enforce these restrictions and reservations and it

shall be lawful for the Owners or any subsequent owner or owners of any lot within the limits of the property of Seabrook Point Subdivision, Section III, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate any condition or restriction as set forth herein.

17. All persons shall keep any lot or lots which they own in a neat and orderly condition, free of any trash or garbage which may collect thereon and the Owners, their heirs, successors or assigns may at the expense of any owner enter upon any property and remove therefrom any trash or other undesirable item, after having given the owner five (5) days notice to have such trash or undesirable items so removed.
18. No dock, groin or like structure shall be constructed from any lot into the waterway or adjacent marsh until the plans and specifications for such structure shall have been first approved in writing by the Owners, their heirs, successors or assigns.
19. All garbage or trash receptacles shall be placed in a screened area not generally visible.
- ~~20. In the event any owner or owners should desire to sell any property purchased from the Owners, their heirs, successors or assigns, together with the improvements thereon, if any, the property shall first be offered to the Owners, their heirs, successors or assigns a right of first refusal to purchase said property under the same terms and conditions as set forth in any bonafide offer received from a third party, unless the Owners shall expressly waive such right of first refusal in writing, provided, however, that the Owners shall exercise within thirty (30) days after receipt of written notice to do so its right of first refusal, and in the event the Owners shall fail to exercise such right, then the right of re-purchase shall be null~~

~~and void and the owner or owners shall be released from the option contained herein.~~

21. All construction shall be completed within a reasonable time after the commencement thereof. In the event of a violation or breach of any of these restrictive covenants or conditions by any property owner or agent thereof, or in the event there is a clear and present danger of violation or breach of such restrictions. The Owners, their heirs, successors and assigns or any owner. Individually or collectively may proceed at law and equity to compel compliance with the terms as stated herein or seek such other relief as may be necessary.

Appendix – Duplicate Items

Deed Book 281 Page 217	Deed Book 513 Page 827
<p>2. All lots shall be used as single family residential areas only and all buildings, including any outbuilding, pump houses, fences or other buildings shall, prior to the commencement of construction, be approved in writing by the architectural committee of the owners, their heirs, successors or assigns in writing. The owners shall be the architectural committee until such time as one is elected. The architectural committee shall approve or disapprove in writing any plans and/or specifications submitted to it within 30 days after the receipt thereof, provided that any disapproval of plans and/or specifications shall have the reasons for such disapproval stated in full. The purposes of such approval or disapproval is to ensure that all buildings and residences shall blend with the general appearance and atmosphere of the community.</p>	<p>All lots shall be used for residential purposes only, except for such areas as may be designated from time to time for other purposes by the architectural committee appointed by the Owners, their heirs, successors and assigns, or as may be designated by any homeowner's and/or owner's association which may be created at a future date, provided authority to make such designation is granted said homeowner's and/or owner's association in writing by the Owners.</p>
<p>3. No buildings shall exceed two stories in height, exclusive of any basement story without</p>	<p>No building shall exceed two stories in height, exclusive of any basement story without the express</p>

<p>the express written approval of the architectural committee, nor shall any lot have more than one outbuilding excluding the pump house and no outbuilding shall be used for other than residential purposes. Any improvement, addition or any other alteration to any residential building or outbuilding and any additional building shall be approved by the architectural committee.</p>	<p>written approval of the architectural committee, nor shall any lot have more than one outbuilding (excluding the pump house) and no outbuildings shall be used for other than residential purposes. Any improvements, additions or alterations of any residential I unit must be approved by the architectural committee.</p>
<p>6. All buildings erected on waterfront lots shall be set back no less than 50 feet from the MHW line, not less than 15 feet from either side boundary line, and not less than 50 feet from Seabrook Point Drive.</p>	<p>All buildings erected on water front lots shall be set back no less than 50 feet from the Mean High Water line, not less than 15 feet from either side boundary line, and not less than 50 feet from Seabrook Point Drive.</p>
<p>7. Any building constructed on any other lot as shown in the above stayed plat shall be constructed not less than 50 feet from any street line, not less than 50 feet from any rear boundary line and not less than 15 feet from any side boundary line.</p>	<p>Any building constructed on any other lot as shown on the above stated plans shall be constructed not less than 50 feet from any street line, not less than 50 feet from any rear boundary line and not less than 15 feet from any side boundary line.</p>
<p>8. In the event two adjacent lots shall be purchased by one owner, the owner shall be entitled to treat both lots as one individual lot, provided, however, that the one such election</p>	<p>In the event two adjacent lots shall be purchased by one owner the owner shall be entitled to elect to treat both lots as one individual lot, provided, however, that once such election is made, the said</p>

<p>is made, the two said lots shall thereafter be treated as one lot and shall not be re-subdivided or used in any other manner and shall be subject to all conditions and restrictive covenants .</p>	<p>two lots shall thereafter be treated as one lot and not be re-subdivided or used in any other manner and shall be subject to all conditions and restrictive covenants as stated herein, the same as any other individual lot.</p>
<p>10. There shall not be placed on any lot or street, any structure of a temporary character, including trailers, campers, mobile homes, tents or other temporary shelters other than those which shall be stored in an inconspicuous manner and out of the general view of the neighborhood. In no event shall such be used for residential purposes.</p>	<p>There shall not be placed on any lot or street, any structure of a temporary character, including trailers, campers, mobile homes, tents or other temporary shelters other than those which shall be stored in an inconspicuous manner and out of the general view of the neighborhood. In no event shall such be used for residential purposes.</p>
<p>11. No lots shall at any time be used for the parking of commercial vehicles other than those employed in the business of construction during the period of construction residential of dwellings on said lot. Personal pickup trucks or similar vehicles shall be accepted.</p>	<p>No lots shall at any time be used for the parking of commercial vehicles other than those employed in the business of construction during the period of construction of residential dwellings on said lot. Personal pickup trucks or similar vehicles shall be accepted.</p>
<p>12. All residences shall be constructed so as to provide adequate off street parking for the residents thereof and at no time shall overnight parking be allowed in the streets.</p>	<p>All residences shall be constructed so as to provide adequate off street parking for the residents thereof and at no time shall overnight parking be allowed in the streets.</p>
<p>13. No commercial signs, businesses or</p>	<p>No commercial signs, businesses or advertisement</p>

<p>advertisement shall be erected or maintained on any lot. All residences shall be required to tap on to any central water system which may be provided or any central sewage system which may be provided and to pay a reasonable tap on fee therefore, provided, however, that until such water or sewage shall become available, all lot owners shall be entitled to the use of a septic tank or similar system approved by the South Carolina Board of Health or other public authority having jurisdiction thereof and further that each this lot owner shall be entitled to place individual wells for such use as desired.</p>	<p>shall be erected or maintained on any lot. All residences shall be required to tap on to any central water system or to a central sewage system which may be provided, and pay a reasonable tap on fee therefor, provided, however, that until such water or sewage shall become available, all lot owners shall be entitled to use a septic tank or similar system approved by the South Carolina Board of Health or other public authority having jurisdiction thereof and further that such lot owner shall be entitled to place individual wells for such use as is desired.</p>
<p>14. No lots shall be re-subdivided or its boundary lines changed except with the express written consent of the Owners, their heirs, successors or assigns.</p>	<p>No lots shall be re-subdivided or its boundary lines changed except with the express written consent of the Owners, their heirs, successors and assigns.</p>
<p>15. No firearms, fireworks or other loud noise-making devices shall be discharged upon or in close proximity to any lot or street as shown on said plat of the property.</p>	<p>No firearms, fireworks or other loud noise making devices shall be discharged upon or in close proximity to any lot or street as shown on said plat.</p>
<p>16. These restrictions are made for the benefit of any and all persons who now may</p>	<p>These restrictions are made for the benefit of any and all persons who now may own or who may hereafter</p>

<p>own, or who may hereafter own, property as shown on said plat and such persons are specifically given the right to enforce these restrictions and reservations and it shall be unlawful for the Owners or any subsequent owner or owners of any lot within the limits of the property of Seabrook Point Subdivision as shown on said plat to institute and prosecute any proceedings at law or in equity against a person or persons violating or threatening to violate any condition or restriction as set forth herein.</p>	<p>own property, as shown on said plat, and such persons are specifically given the right to enforce these restrictions and 81 reservations and it shall be lawful for the Owners or any subsequent owner or owners of any lot within the limits of the property of Seabrook Point Subdivision, Section III, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate any condition or restriction as set forth herein.</p>
<p>17. All persons shall keep any lot or lots which they own in a neat and orderly fashion, free of any trash or garbage which may collect thereon and the Owners, their heirs, successors or assigns may at the expense of any owner enter upon any property and remove therefrom any trash or undesirable item, after having given the owner five days' notice to have such trash and undesirable items so removed.</p>	<p>All persons shall keep any lot or lots which they own in a neat and orderly condition, free of any trash or garbage which may collect thereon and the Owners. their heirs, successors or assigns may at the expense of any owner enter upon any property and remove therefrom any trash or other undesirable item, after having given the owner five (5) days notice to have such trash or undesirable items so removed.</p>
<p>19. All garbage or trash receptacles shall be placed in a screened area not generally visible.</p>	<p>All garbage or trash receptacles shall be placed in a screened area not generally visible.</p>

