

Amended Land Use Restrictions Protective Covenants Building Standards Class "A" Residential Hilton Head Plantation Property Owners' Association

WHEREAS, HILTON HEAD PLANTATION COMPANY, a corporation organized and existing under the laws of the State of South Carolina was the owner of certain lands located within Hilton Head Plantation in Beaufort County, South Carolina; and

WHEREAS, HILTON HEAD PLANTATION COMPANY, in accordance with a resolution of its Board of Directors adopted at a meeting held on February 14, 1973, wherein the President and the Asst. Secretary of Hilton Head Plantation Company, Inc. adopted a Declaration of Restrictive Covenants Affecting Certain Lands in Hilton Head Plantation and nearby areas ("Declaration"); and

WHEREAS, Part 6, Paragraph 1 of the Declaration permits amendments thereto at the expiration of the initial twenty-five (25) year period if approved by an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants; and

WHEREAS, a majority of the owners of lots substantially affected by such changes have approved these Amended Land Use Restrictions Protective Covenants Building Standards Class "A" Residential (hereinafter referred to as Land Use Covenants).

NOW, THEREFORE, HILTON HEAD PLANTATION PROPERTY OWNERS' ASSOCIATION, INC., does hereby declare that the Land Use Restrictions Protective Covenants Building Standards Class "A" Residential dated February 14, 1973, for single family detached dwelling areas are stricken in their entirety and the following substituted therefore:

Section 1. Purpose.

The primary purpose of these covenants and land use restrictions is to provide for the continuing growth and maintenance of a residential community which is aesthetically pleasing, operationally effective, and focused on the preservation and enhancement of property values and natural habitats.

Section 2. Authority and Scope of Jurisdiction.

The members of the Hilton Head Plantation Property Owners' Association, Inc. subject to the Land Use Restrictions Protective Covenants Building Standards Class "A" Residential do hereby declare that the covenants contained herein shall be covenants running with the land applicable to the property defined in Exhibit A attached hereto.

Section 3. Definitions.

The following words and terms when used in these covenants, unless the context shall clearly indicate otherwise, shall have the following meanings:

- (a) "Association" shall mean and refer to the Hilton Head Plantation Property Owners' Association, Inc., a South Carolina non-profit corporation, its successors and assigns. The Association is the successor to the Hilton Head Plantation Company and the Hilton Head Plantation Limited Partnership, Inc.

- (b) "Board" shall mean those Members elected to govern the affairs of the Association.
- (c) "By-Laws" shall mean the Amended and Restated By-Laws of the Hilton Head Plantation Property Owners' Association, Inc. recorded on April 17, 1997, as may be amended.
- (d) "Common Properties" shall mean and refer to any and all real and personal property and easements and other interests therein, together with the betterments and improvements located thereon, now or hereafter owned or leased by the Association for the common use and enjoyment of the Members. These include, but are not limited to:
 - (1) All community roads and rights-of-way,
 - (2) All common-use leisure trails, water courses, and lagoons,
 - (3) The Cypress Swamp Conservancy,
 - (4) The Salt Marsh Conservancy,
 - (5) A portion of Seabrook Farm containing 25 acres, more or less, and
 - (6) The Pine Island and Dolphin Head Recreation area.
- (e) "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants and Restrictions of the Hilton Head Plantation Property Owners' Association, Inc., dated April 16, 1997, and recorded April 17, 1997, in the Office of the Clerk of Court for Beaufort County, South Carolina, in Deed Book 936 at Page 746, as may be amended.
- (f) "Guest Suite" shall mean that portion of a Single Family Dwelling Unit used to afford hospitality without charge.
- (g) "Hilton Head Plantation" shall mean the lands in Beaufort County, South Carolina, which are shown on Exhibit "B", attached hereto, as may be revised from time to time.
- (h) "Lot" shall mean any improved or unimproved parcel of land within the Properties intended as a site for a single family detached dwelling, townhouse, patio dwelling, or for public and commercial units or private recreational property.
- (i) "Member" shall mean an Owner who has taken title to property in Hilton Head Plantation.
- (j) "Occupant" shall mean anyone who resides in a Single Family Dwelling Unit as a lessee or as a guest of the Owner.
- (k) "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of Court for Beaufort County, South Carolina, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, Single Family Dwelling Unit, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Unsubdivided Land situated upon the Properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, a long-term contract of sale covering any lot or parcel of land within the Properties, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments on the property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.
- (l) "Personal Property" shall mean any tangible moveable thing on a Lot located apart from the Single Family Dwelling Unit.
- (m) "Properties" shall mean and refer to that certain property described in Exhibit "B" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction as the Association.
- (n) "Property" shall mean and refer to that certain property described in Exhibit "A" attached hereto.

- (o) "Real Property" shall mean a parcel of land and whatever is erected or growing thereon or affixed thereto. It may also be referred to herein as property.
- (p) "Single Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single-family dwelling, including any single-family detached dwelling, patio home, and townhouse unit.
- (q) "Sited Play Equipment" shall mean play equipment which is secured in the ground or to a building or which cannot be moved by a single individual.
- (r) "Vehicle" shall normally mean a piece of mechanized equipment capable of conveying people or transporting substantive objects.
- (s) "Yard Ornamentation" shall mean objects not listed in Article I, Section 4 and not specifically named elsewhere in these covenants but which are placed in the yard of any lot that are large enough to be readily discernible from other lots in the neighborhood and which are intended to remain on more than a temporary basis. This shall include, but is not limited to, the following: statuary, artificial vegetation, fountains and yard art.

Article I: General Covenants Architectural Control

Section 1. Purpose.

The primary purpose of these architectural controls is to protect and preserve property values in Hilton Head Plantation by maintaining architectural and aesthetic harmony and compatibility with the environment and among the lots and structures in the neighborhoods of Hilton Head Plantation.

Section 2. Authorization.

The Board shall establish an Architectural Review Board, hereinafter called the ARB, as a function of the Association. The Board will establish the ARB's mission and authority. Subject to the Board's approval, the ARB will develop Architectural Guidelines, Review Procedures and Rules and Regulations governing all real property improvements. The ARB shall have the authority and jurisdiction to review and to approve or disapprove all plans for real property improvements. The ARB shall also have authority to assess fines subject to the Board's approval and perform other functions as designated by the Board.

Section 3. Architectural Standards & Review Guidelines.

The ARB shall prepare Architectural Guidelines, Review Procedures and Rules and Regulations for Board approval in addition to the restrictions set forth in the Covenants, which shall be applicable to all construction activities within the Property. These guidelines may contain general provisions applicable to the Property, including application procedures as well as specific provisions, which may vary from one portion to another depending on the location. The ARB may also recommend amendments from time to time, subject to Board approval. Such amendments shall only apply to projects submitted for approval after their adoption. Guidelines and amendments shall be made available to all Owners and contractors seeking application for real property improvement.

Section 4. Plan Review and Approval.

In accordance with Article VII of the Declaration, no construction, addition, alteration or other extensive changes including clearing and grading, may be made without the approval of the ARB and issuance of a Hilton Head Plantation Permit.

- (a) The ARB shall examine and approve or disapprove all required site plans, drainage plans, architectural plans and specifications, exterior finishes, landscaping plans, tree conservation plans, fill plans and construction schedules for initial construction, additions, alterations, or exterior maintenance work on any property. This shall include, but not be limited to, the following:
 - (1) residences

- (2) garages
- (3) guest suites and accessory buildings
- (4) porches
- (5) decks
- (6) patios
- (7) driveways
- (8) parking areas
- (9) sidewalks
- (10) privacy walls
- (11) courtyards
- (12) gazebos
- (13) greenhouses
- (14) swimming pools
- (15) bulkheads, piers and docks
- (16) exterior lights, except seasonal holiday lighting
- (17) awnings, shutters, and hurricane shutters
- (18) fences and walls
- (19) vertical flagpoles
- (20) satellite dishes and antennas
- (21) mailboxes
- (22) signage, including construction signage and house number
- (23) exterior refurbishing (including restaining)
- (24) roofing
- (25) significant landscaping, fill, and drainage changes
- (26) tree removal
- (27) sited play equipment
- (28) portable regulation size basketball backboards
- (29) utility sheds
- (30) viewing platforms
- (31) yard ornamentation

Major considerations in evaluating plans for initial construction, additions, alterations or maintenance work withhold approval for any reason including purely aesthetic considerations. All work permitted by ARB must conform to and be in strict compliance with the Architectural Guidelines, Review Procedures and Rules and Regulations adopted by the ARB and in compliance with all applicable Town of Hilton Head requirements. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the ARB of a complete written request for approval, the provisions of this section shall be waived. However, no approval expressly granted or deemed granted pursuant to the foregoing shall be inconsistent with these covenants or the design guidelines unless a variance has been granted pursuant to Section 11 of this Article.

(b) Siting of house

Unless specific building setbacks are established by the deed for any Lot, siting will be determined by the ARB with elements such as view, breeze, topography, tree preservation, and neighborhood characteristics as considerations. While every Lot Owner will be afforded the opportunity to recommend a specific site, the ARB is vested with the final right to determine the siting of any structure upon a Lot. If initial construction does not include a garage, the siting shall accommodate a future garage.

(c) Guest suites and accessory buildings

A guest suite or like facility may be included as part of the main dwelling so long as it does not contain a separate kitchen or have direct access to the outdoors. A kitchen is defined as an area equipped with major appliances used for the regular preparation of meals. A one-story accessory building, which may include a detached garage and/or servant quarters, may occupy a Lot in addition to a detached single family dwelling. Such building may not be constructed prior to the main building; may not contain a kitchen, as previously defined; must not overcrowd the site; if a garage is not part of the main building, must provide a garage; and may not be used for any business or commercial activity.

(d) Inspection

The ARB and its staff shall have the right during reasonable hours to inspect any project, which requires approval to determine whether such work is being done in accordance with approved plans. If any such work is not in compliance, the ARB shall be entitled to enjoin further work and require its correction or removal pursuant to Section 9 of this Article.

(e) Project time limits

All projects must begin within ninety (90) days of the issuance of ARB approval. Failure to do so will require a new application and appropriate fee. Initial residential construction and landscaping must be completed within one (1) year and alterations or additions within sixty (60) days of ARB approval except when a strike, fire, national emergency, or natural calamity intervenes. An exception to the time limits may be made prior to the completion deadline upon submission of a written request and acceptable justification. Residences may not be occupied until the Town issues a Certificate of Occupancy and the ARB conducts a satisfactory final compliance inspection, unless an extension is granted by the ARB.

(f) Subdivision of platted lots

No Lot shall be subdivided or its boundary lines changed without the written consent of the Board.

Section 5. Environmental.

- (a) The topographic or vegetation characteristics of any Lot may not be altered without ARB approval, or any of the following undertaken without express written ARB approval: removal of live trees measuring three inches or more in diameter at a point two feet above the ground, alterations to the topographic features which change the drainage pattern for a Lot or the neighborhood, shallow wells for irrigation purposes which may only be installed by a duly licensed well driller, extraction and return wells for a water source heat pump system which may only be installed by a duly licensed contractor. Water wells may not be drilled or maintained on residential lots for potable water under any circumstances.
- (b) To prevent excessive drainage or surface water run-off, the ARB shall have the right to determine on an individual case basis the amount or percentage of each Lot or parcel within the Property, which may be covered by dwelling units, buildings, driveways, swimming pools, or any other type of non-permeable surface.

Section 6. Fees and Charges.

Upon the approval of the Board, the ARB, in the exercise of its architectural review and approval powers hereunder, may adopt a schedule of nonrefundable review fees, which shall be shown on the ARB application.

The Board shall require that an Owner deposit with the Association a sum of money, the amount to be determined by the Board, to assure completion of all improvements according to construction and landscaping plans and schedules approved by the ARB. Said funds shall be paid to the Association after approval of the proposed plans and specifications and prior to the commencement of any construction or landscaping within the Lot. In the event that such improvements or landscaping are not completed within the time period or are not in compliance with approved plans, the Association shall be entitled to retain any sums held as a penalty. Any such sums held shall, at the discretion of the Board, be invested so as to earn interest. Any interest

earned thereon shall be paid to the Owner making such deposit if the deposit is refunded; but if such funds are forfeited to the Association according to the provisions set forth herein, any and all such interest shall be retained by the Association.

Section 7. Appeals.

If the ARB disapproves any application or part thereof for any construction or exterior renovation of an existing structure on a Lot, including landscaping or hardscape or any other improvements, the Owner shall have the right to appeal the ARB decision to the Board. The Board shall rule on the appeal within forty-five (45) days of receiving written notice by certified mail requesting the appeal; and the Board shall have the final authority to approve, conditionally approve, or disapprove the application of the Owner. If the Board does not receive written notice by certified mail requesting an appeal within fourteen (14) days from the date of the ARB's notice to the Owner of its decision, the decision of the ARB shall become final and all rights of appeal shall terminate and thereafter be void.

Section 8. Limitation of Liability Regarding Architectural Approval.

Review and approval of any application pursuant to this Article may be made on any basis, including aesthetic considerations, and neither the Board nor the ARB shall bear any responsibility for ensuring the quality, design, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Board, the ARB, or any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of an approval or disapproval of any plan or application or the manner or quality of approved construction on or modifications to any Lot.

Section 9. Enforcement.

Any construction, alteration or other work done in violation of this Article shall be deemed to be non-conforming; and the Board shall have the right, authority, and standing to enjoin such violation, to impose reasonable monetary fines, to recover damages and/or the cost of corrective work, and to pursue all legal remedies available to enforce the provisions of this Article and its decisions or those of the ARB.

Upon written request from the Board, the Owner shall either correct to conform to ARB approved plans or remove any non-conforming work and substantially restore the property to its prior condition. Should an Owner fail to comply, the Board shall have the right, in addition to other options, to enter the property and remedy the non-conforming work. All cost incurred by the Association in compelling the owner to comply, including attorneys fees, or in remedying the non-conforming work may be assessed against and billed to the Owner, with collection rights the same as those for an unpaid assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who violates the requirements of this Article, the Architectural Guidelines, Review Procedures and Rules and Regulations or the Association's rules and regulations may be prohibited by the Board from entering the Properties; and neither the officers, directors, or their designees shall be held liable to any person for exercising the rights granted by this Article.

Any Owner, Occupant, or their agent who alters or removes any topographic characteristic or vegetative material or who causes any construction, including landscaping, upon Common Properties without written Board approval does so at his own risk and expense of restoration; and the Board may require restoration by the Owner, may initiate restoration at the Owner's expense, or may allow such unauthorized change to remain without reimbursement to the Owner.

Section 10. No Waiver.

The approval of the ARB of any proposal, plan, drawing or specification shall not constitute a waiver of any right to withhold approval or consent as to any similar proposal, plan, drawing or specification or other matter later submitted for approval or consent.

Section 11. Variances.

The ARB may authorize variances from compliance with its Architectural Guidelines, Review Procedures and Rules and Regulations when circumstances such as, but not limited to, topography, natural obstructions, hardship or any other aesthetic or environmental consideration may require and which the ARB deems appropriate.

Section 12. Architectural Standards May Change Over Time.

Each Owner acknowledges that the membership on the Board and the ARB and their views on how to best protect and enhance the Property may change over time. Accordingly, the type, nature, interpretation, application, and enforcement of the architectural standards may vary over time. The approval of either the Board or the ARB of any proposals, plans, specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board or the ARB shall not be deemed to limit or constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Article II: General Covenants Property Uses

Section 1. Business in Home.

A Single Family Dwelling Unit is to be used as one's residence or normal and customary place of abode and shall not include any use for business purposes which shall include, but not be limited to, any use as a medical facility, professional office, entertainment, commercial or like facility. The use of a portion of a Single Family Dwelling Unit as an office shall be considered a residential use if such use does not create regular student, customer, employee or client traffic to and from the dwelling unit, and no sign, symbol, logo and no nameplate identifying such business is displayed. The existence or operation of the business activity must not be apparent or detectable by sight, sound or smell from the exterior of the residence.

Section 2. Signs.

No sign of any kind shall be erected on a Lot except as approved by the ARB under approved plans for construction, for statutory residential identification or as required by legal proceedings.

Section 3. Parking.

Each Owner of an improved Lot shall provide paved space for parking at least two (2) vehicles off the street. Completed homes, occupied or not, may have no more vehicles parked overnight than can be parked on the paved drive and in the garage. No vehicle with commercial equipment, lettering or logos that are visible may be parked overnight on a Lot except within a garage. No parking is allowed on unimproved Lots. All vehicles must have current registration and license plate.

Section 4. Other - Vehicles/Outbuildings/ Tents/Canopies.

No trailer, boat, boat and trailer, camper, recreational vehicle, utility trailer, barn, tent, tree house or other similar outbuilding or structure shall be placed on any Lot at any time except as provided for in Association's rules and regulations. The Association may provide an area for the storage of boat trailers, campers, utility trailers and other recreational vehicles for a reasonable user fee determined by the Association, but the Association is not obligated to do so.

With Association approval, tents and/or canopies to be used for a special event such as a wedding or private party may be placed in the rear yard of a Single Family Dwelling Unit for a period not exceeding one (1) week.

Section 5. Occupant Obligations.

All provisions of the Declaration, By-Laws, Land Use Covenants, Association's rules and regulations and ARB Architectural Guidelines, Review Procedures and Rules and Regulations which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of Lots and guests and invitees of Occupants or Owners. The Owner shall be responsible for insuring that the Occupant and the guests, invitees and licensees of the Owner or the Occupant strictly comply with all provisions of these documents. Fines may be levied against the Occupant and if not timely paid, the fine may then be levied against the Owner.

Section 6. Energy Conservation Equipment.

No equipment, including but not limited to, window or wall mounted air conditioning units, solar energy collector panels or attendant hardware or other energy conservation equipment shall be installed on a Lot without approval of the ARB.

Article III: General Covenants Restricted Activities

Section 1. Animals and Pets.

No Owner or Occupant may keep any pets other than generally recognized household pets, as determined by the Board, on any portion of the Property. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pet owners shall not allow pets to roam unattended.

Any pet which endangers the health of any Owner or Occupant of any Lot or which persistently creates a nuisance or disturbance, as may be determined in the Board's discretion, shall subject the Owner to sanctions, including, but not limited to, the imposition of fines and, in appropriate circumstances, the removal of the pet. Owners and Occupants shall adhere to the Beaufort County Animal Code and the Town of Hilton Head Animal Control Code and Association's rules and regulations.

Section 2. Nuisances.

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his Lot. No Lot within the Property shall be used, in whole or in part, for the storage of anything that will cause a Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will discharge foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the neighboring property owners. No noxious or offensive activity shall be carried on within the Lot nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance as may be determined in the Board's discretion. There shall not be maintained on a Lot any plants, animals, devices or things of any sort whose activities or existence diminish or destroy neighborhood lot owners' rights to the peaceful, quiet enjoyment of their property.

Section 3. Temporary Structures.

No structure of a temporary character including, but not limited to, animal houses, pens, or utility sheds shall be placed upon any Lot. This prohibition shall not apply to temporary structures used by a contractor during construction of the Single Family Dwelling Unit. Temporary structures may not be used as a residence or be permitted to remain on the Lot after completion of construction. The design and color of temporary structures placed on a Lot by a contractor shall be subject to ARB control.

Section 4. Antennas.

No transmission antenna, of any kind, may be erected anywhere on the property unless approved in writing by the ARB. No direct broadcast satellite (DBS) antenna or multi-point distribution service (MMDS) antenna larger

than one meter in diameter may be placed, allowed or maintained upon any portion of the property, including a Lot. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with the Federal Communications Commission (FCC) Rules and Regulations and regulations of the Association authorized by the FCC, both as may be amended from time to time.

Section 5. Garbage and Refuse Disposal.

All garbage containers or other receptacles and other refuse shall be located in the service yard so as to be screened or concealed from view of neighborhood Lots, the Common Properties and the street on which the Lot fronts.

Section 6. Clothes Drying.

Except within screened service yards, outside clothes lines or other outside facilities for drying or airing clothes are prohibited. No clothing, rugs or other items shall be hung on any railing, fence, hedge or wall of any Single Family Dwelling Unit or other structure within the Lot.

Section 7. Firearms and Fireworks.

The display or discharge of firearms or fireworks on the Property is prohibited; however, transporting a firearm across the Common Properties to or from the Owner's Lot is permitted. The term firearms includes B-B guns, pellet guns and other firearms of all types, regardless of size.

Section 8. Obstruction of Common Properties.

There shall be no obstruction of the Common Properties, nor shall anything be kept or stored on any part of the Common Properties without the prior written consent of the Association.

Section 9. Solicitation.

Only school-age children who are residents of the Property may solicit for the benefit of authorized school projects or established youth organizations such as Boy and Girl Scouts or Boys and Girls Clubs. Prior to solicitation, approval of the Association's General Manager is required for the activity.

Section 10. Prohibited Use of Bodies of Water.

Discharge into or withdrawal from any lagoon, creek, marsh, river, sound, waterway, or ocean is strictly prohibited. Irrigation systems shall not utilize any lagoon, lake or ditch as a source of irrigation water. No water from any lake, lagoon or ditch within the Properties shall be pumped or drained into any Lot or other portion of the Properties for irrigation purposes.

Article IV: General Covenants Safety & Aesthetics

Section 1. Drainage and Erosion Control.

No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ARB of plans and specifications for the prevention and control of such erosion or siltation.

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. The Association hereby reserves a perpetual easement across all Common Properties for the purpose of altering drainage and water flow, removing temporary siltation ponds and for removing debris and siltation. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected

property; and in the exercise of these rights, reasonable steps shall be taken to protect such property. No landscaping, fencing or wall is permitted that causes rainwater or surface water to be diverted to another Lot.

Section 2. Replacement After Damage or Destruction.

In the event of damage or destruction by fire or other casualty to any dwelling, if the Owner of such Single Family Dwelling Unit elects not to repair or rebuild the damaged or destroyed Single Family Dwelling Unit, such Owner shall clear away the debris of any damage to improvements or vegetation and leave such Single Family Dwelling Unit and the Lot upon which it is located in a clean, orderly, safe and slightly condition within seventy-five (75) days of the damage or destruction. Should such Owner elect to repair or rebuild such Lot or Single Family Dwelling Unit or other improvements, such Owner shall repair or rebuild such Lot or dwelling or other improvements to substantially the same condition as existed prior to the damage or destruction, unless otherwise permitted by the ARB. Such work must be in accordance with all applicable provisions of this section, ARB guidelines and all applicable zoning, subdivision, building and other governmental regulations. All such work of repair or construction shall commence within seventy-five (75) days following such damage or destruction and shall be carried through diligently to conclusion as per ARB regulations.

Section 3. Unsightly or Unkempt Conditions.

The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions is prohibited.

Section 4. Lot Care.

All yards and driveways shall be maintained in a neat and orderly condition which shall include, but is not limited to, mowing, weeding, pruning and the removal of leaves, broken limbs, dead trees and other debris as necessary.

Section 5. Tree Removal.

Except as necessary to comply with Article V, Section 4, no trees, including dead trees, having a diameter of three (3) inches or more at a point two (2) feet above the ground shall be removed without the express consent of the Association.

Section 6. Mailboxes.

Only one (1) mailbox shall be allowed for each Single Family Dwelling Unit. All mailboxes must be the style and color approved by the Board. Each Owner shall be responsible for maintaining their mailbox. In the event that an Owner fails to maintain the mailbox, the Association shall perform the necessary work and bill the Owner for all costs incurred, with collection rights the same as those for an unpaid assessment.

Article V: General Covenants Association Easements

Section 1. Utility and Safety Easements.

The Association 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 poles, wires, cables, conduits, sewers, water mains and other suitable equipment for conveyance and use of electricity, CATV, security cable equipment, telephone equipment, gas, sewer, water or other private or public convenience or utilities, on, in or over the rear or street side ten (10) feet of each Lot, and ten (10) feet along one side of each Lot and such other areas as are shown in the applicable plats; provided further that the Association may cut, at its own expense, drain ways for surface water wherever and whenever such action may appear 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.

Section 2. Easement for the Maintenance of Lagoons and Storm Drainage Facilities.

A perpetual easement exists for the benefit of the Association across any portion of the Properties, which it deems necessary for the maintenance of lagoons and storm drainage facilities. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Owners' Lots and all reasonable steps shall be taken to protect the Owners' Lots.

Section 3. Easement for Lot Maintenance.

In order to implement effective insect control, including dispensing of pesticides, reptile and fire control, including fire breaks, the Association and its agents have the right to enter upon any Lot. Such entry may be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, bush hogging weeds or other unsightly growth which, in the opinion of the Association, detracts from the overall beauty, setting and safety of the Property. Such entrance for the purposes of mowing, removing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agent may enter upon such land to remove any trash, which has collected on such Lot without such entrance and removal being deemed a trespass. The Lot Owner will be responsible for any cost incurred by the Association while performing the activities as stated in this section. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot or to provide garbage or trash removal services.

Section 4. Sight Lines at Intersections.

An easement over the Property for the purpose of removing, trimming or altering any structure, low tree branches or other vegetation which obstructs the view at intersections of roads, streets and private drives within the Property is hereby reserved by the Association. Entrance upon any portion of the Property for the purposes of this section shall not be deemed a trespass. The provisions of this section shall not be construed as an obligation on the part of the Association to remove, trim, or alter any structure, lower branches of trees or other vegetation which obstructs the view at the intersections of roads, streets, and private drives within the Property.

Section 5. Unimproved Lot Maintenance.

Unless otherwise approved by the Board, all Owners of undeveloped Lots must participate in the Association's bush-hogging program, which provides periodic mowing of undeveloped lots. The charge for this program is forty-five (45) dollars per Lot per year, effective in 1998; and said Lot maintenance fee may be increased as set forth in Article V, Section 3, of the Amended Declaration for annual assessments. The annual fee shall be payable by April 1 of the year for which it is applicable and the Association will have collection rights for unpaid fees the same as those for an unpaid assessment. The Lot maintenance fee may be utilized for mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which in the opinion of the Association detracts from the overall beauty, setting, safety and value of the Property. Entry upon a Lot for this purpose shall not be deemed a trespass.

Article VI: General Covenants Special Restrictions Affecting Specific Types of Lots & Open Space Areas

Section 1. Golf Course Lots.

- (a) Golf Course Lots are defined as all those Lots or blocks of land intended for subdivision located adjacent to any golf course located in Hilton Head Plantation.

- (b) That portion of any Golf Course Lot or block within thirty (30) feet of the Lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual lot or block landscaping plans must be approved by the ARB before implementation.
- (c) There is hereby reserved to the golf club, its successors and assigns, and any owner of the adjacent golf course, a golf course maintenance easement over all golf club property which shall be utilized at the election of the adjacent golf club to conduct any maintenance and landscaping activities on the adjacent golf course. Such easement shall extend thirty (30) feet beyond the boundary line of the golf course property; provided, however, that such easement shall apply to the entire Lot until the Owner has filed with the Board a landscaping plan for such Lot or, in the alternative, a Single Family Dwelling Unit is constructed on the Lot. Entrance upon such portion of the property specified for the purposes described in this paragraph shall not be deemed a trespass.
- (d) Until such time as a residence is constructed on a Lot, the golf club reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, this easement shall be limited to only recovering a ball on that portion of the Lot included in the golf course maintenance easement area. After construction of a residence on a Golf Course Lot, "Out of Bounds" markers may be placed along said Lot at the expense of the golf club.
- (e) Owners of Golf Course Lots 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, picking up golf balls, having dogs or other pets on the Lot under conditions interfering with play due to their loud barking or running on the fairways.

Section 2. Tidal Waterfront and Marshfront Lots.

- (a) In order to preserve the natural appearance and scenic beauty of Hilton Head Plantation and to provide a "cover" for animals which habitually move along the waterfront and marshfront edges, there is hereby established a construction and clearing restricted zone on all Lots fronting on marshlands and tidal water. The portion of any such Lot located within thirty (30) feet of the average high water mark shall be preserved substantially in its present natural state except for moderate clearing for view and breeze. Construction of improvements and major clearing of trees and underbrush is hereby restricted. For the purpose of this section a Marshfront or Tidal Waterfront Lot is defined as any Lot fronting on Port Royal Sound or Skull Creek, one of the four sides of which is within twenty (20) feet of the mean high tide line. Notwithstanding the foregoing, the Association reserves the right to exempt such Lots or portions of Lots from said construction and clearing restrictions in those cases where it determines that such exemption will not materially lessen the natural appearance and scenic beauty of Hilton Head Plantation or is necessary to protect the shoreline from erosion.
- (b) The provisions of the preceding paragraph shall not prohibit the construction of docks and decks over the marsh as long as they are in compliance with paragraphs (c) and (d).
- (c) Owners of Lots fronting on the navigable water may erect docks upon the property located between the outer boundary of their Lots and the low water mark upon complying with the following terms and conditions:
 - (1) Complete plans and specifications including site, color or finish must be submitted to the Association in writing.
 - (2) Written approval of the Association for such plans and specifications must be obtained. The Association reserves the right in its discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons.

(3) Written approval of any local, state or federal governmental departments or agencies, which have jurisdiction over construction in or near salt marshlands, must be obtained.

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

- (d) All Lot owners who construct docks must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to stain or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such finish in an attractive manner. The Association shall be the judge as to whether the docks are safe, clean and orderly in appearance, and properly stained or preserved in accordance with reasonable standards. Where the Association notifies the particular Lot Owner, in writing, that said dock(s) fail to meet acceptable standards, said Lot Owner shall thereupon remedy such condition within thirty (30) days to the satisfaction of the Association, and that failing, to remedy such conditions, the Lot Owner hereby covenants and agrees that the Association may take such actions as will bring said dock (s) up to acceptable standards. The cost of such repairs and actions will be billed to the Owner with collection rights the same as for an unpaid assessment.
- (e) Whenever the Association is permitted by these covenants to correct, repair, clean, preserve, clear out or take 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.

Section 3. Patio Home Sites.

- (a) Residential Lots shown on recorded plats and on which a patio wall is designated are referred to herein as "Patio Home Sites". Single Family Dwelling Units constructed on Patio Homes Sites must be constructed so as to utilize a patio wall as designated on the recorded subdivision plat. Said patio wall shall be constructed simultaneously with a patio home and shall be located so that the exterior of the same shall be located two (2) feet inside of and parallel to the designated lot line on the recorded subdivision plat.
- (b) The Single Family Dwelling Unit shall utilize a portion of the patio wall as one of its exterior walls (unless an alternative location of the dwelling is approved pursuant to the provisions of paragraph © of this section) and shall be constructed so that neither the patio wall nor the dwelling provides any window or opening looking into or over viewing the adjacent lot and provides no access way or entry way into said adjacent lot.
- (c) Should an Owner of a patio lot desire to locate his Patio Home on a portion of the Lot other than contiguous to the patio wall, he may apply to the ARB for approval of the alternative location. A site plan showing the proposed alternative location shall accompany such application. The ARB's approval of the alternative location shall not relieve the Owner's responsibility to construct a patio wall as required by paragraph (a) of this section. Approval or disapproval of an application for alternative location of a Patio Home may be based by the ARB on purely aesthetic considerations.
- (d) The first floor enclosed area of a Patio Home may not be constructed so as to cover or occupy in excess of forty percent (40%) of the entire area of the patio Lot.
- (e) The cost of construction, maintenance and repair of a patio wall shall be the sole responsibility of the Lot Owner on whose Lot the same is situated.
- (f) There shall be reserved a two (2) foot easement on each Lot between the exterior of the patio wall and/or Single Family Dwelling Unit and the parallel Lot boundary line for the use and enjoyment of the adjacent Lot Owner, as hereinafter provided. Said two (2) foot easement area and the exterior of the patio wall and/or dwelling, may be used by an adjacent lot owner only for the planting and care of

shrubbery and other landscaping, providing the same does not interfere with the structural integrity of the patio wall and/or Single Family Dwelling Unit.

- (g) Said Patio Home shall be constructed with gutters to insure that no excessive rain water is discharged upon the adjoining Lot.
- (h) An eight (8) foot easement is further reserved along the boundary line of each Lot, opposite the boundary line along which the patio wall is to be constructed, for the construction, maintenance, and repair of the patio wall and/or dwelling unit on the adjoining Lot. The use of said easement area by an adjoining Lot Owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the eight (8) foot easement area that is removed or damaged by the adjoining Lot Owner during the construction, maintenance or repair of his patio wall and/or dwelling unit, shall be repaired or replaced at the expense of the said adjoining Lot Owner causing such damages.
- (i) Notwithstanding the foregoing, Owners of two (2) contiguous Patio Home Sites may apply to the ARB for approval to construct and maintain a party wall along their common boundary line, provided that:
 - (1) Such party walls shall constitute an integral part of each Owner's Patio Home.
 - (2) The ARB's approval of the construction of a party wall will not relieve an Owner's responsibility to construct a patio wall which is designated to be located two (2) feet from a boundary line other than that over which the party wall is to be constructed.
 - (3) Provisions of this paragraph (i) which are in conflict or inconsistent with provisions of the preceding paragraphs, the preceding provisions shall control.

Section 4. Special Restrictions Affecting Open Space Areas.

- (a) It is the intent of the Association to maintain and enhance certain areas, which the Association designates as Open Space Areas or Private Open Space Areas on plats filed for record in the Office of the Clerk of Circuit Court of Beaufort County, South Carolina. It is the further intent and purpose of these restrictions and covenants to protect the salt marshes and sound bluffs; to maintain and enhance the conservation of natural and scenic resources; to promote the conservation of soils, wetlands, sound bluffs, tidal marshlands, wildlife, game and migratory birds; to enhance the value of abutting and neighboring residential areas adjacent to such 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 Hilton Head Plantation Master Plan for development.
- (b) To insure that land designated as Open Space Area will remain as undeveloped and natural woodland, shoreline or tidal marshlands, an open space easement is hereby granted to the Owners in Hilton Head Plantation, their guests and tenants. The open space easement granted hereby shall entitle such Owners, their guests and tenants to enjoy the open space areas subject to the rules and regulations of the Association.
- (c) Land designated as Private Open Space Area shall be subject to the easement granted in paragraph (b) of this section in every respect except that the enjoyment thereof shall and is hereby limited to Owners, their guests and tenants, of property immediately contiguous and adjacent to such land. The private open space easement hereby granted shall not extend to any area not shown on the plat referenced in the Owner's deed, nor to areas on such plat not clearly designated as Private Open Space Area.
- (d) It is expressly understood and agreed that no building, tent, trailer, camper, recreational vehicle 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 a recorded subdivision plat as Open Space Area.

- (e) Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Association 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 or boardwalks through said Open Space Areas and Private Open Space Areas for the purpose of permitting observation and study of wildlife, hiking, and riding; to erect small signs throughout the Open Space Areas and Private Open Space Areas 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 and community use and enjoyment thereof.
- (f) The Association shall have the right to protect from erosion the land described as Open Space Area or Private Open Space Area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as bulk heading, or other means deemed expedient or necessary by the Association. The right is likewise reserved to the Association to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in open space; to cut fire breaks; remove diseased, dead, or dangerous trees and carry out other similar activities.
- (g) The Association reserves unto itself, its successors and assignees, the right to go on, over and under the ground to erect, maintain and use poles, wire, 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 and Private Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, the right to make any grading 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 Association further reserves the right to locate wells, pumping stations and tanks within such Open Space Areas and Private Open Space Areas. Any licensee of the Association may exercise such rights, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service.
- (h) No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Areas or Private Open Space Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space.
- (i) The granting of this easement does in no way grant to the public or to the owners of any surrounding or adjacent land, the right to enter such open space without the express permission of the Association.
- (j) The Association expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment to said open space, in a manner not inconsistent with the provisions of these covenants.
- (k) Where the Association 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.
- (l) It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Association and that the Association is not bound to make any of the improvements noted herein or extend to any Lot Owner any service of any kind, except as such may be undertaken at the expense of the Association.

Article VII: General Covenants General Provisions

Section 1. Notification of Sale.

Within seven (7) days after receiving title to a Lot or Single Family Dwelling Unit, the purchaser shall give written notice to the Association of his ownership. Upon failure of an Owner to give the required notice within the seven (7) day time period provided herein, the Board may levy fines against the Owner thereof and assess the Owner for all costs incurred by the Association in determining owner (s) identity.

Section 2. Association Authority.

In addition to any other remedies, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Properties to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration; By-Laws; these Land Use Covenants; the Architectural Guidelines, Review Procedures and Association's rules and regulations. All costs of such, including reasonable attorney's fees actually incurred, shall be billed to the violating Lot Owner and may be collected as provided for in the collection of an unpaid assessment. The Association shall have the authority to record in the Beaufort County land records a notice of violation identifying an uncorrected violation of the Declaration; By-Laws; these Land Use Covenants; Architectural Guidelines, Review Procedures and Rules and Regulations or the rules and regulations of the Association.

Section 3. Enforcement.

Each Owner and every Occupant of a Lot shall comply strictly with the Declaration, By-Laws, these Land Use Covenants and Association's rules and regulations, as they may be lawfully amended or modified from time to time, and with any deed restrictions. The Board may impose fines or other sanctions. Fines shall be imposed pursuant to the procedure outlined in the Declaration. Unpaid fines shall allow the Association collection rights the same as those for an unpaid assessment. Failure to comply with the Declaration, By-Laws, these Covenants or Association's rules and regulations shall be grounds for an action for damages or injunctive relief, or both, maintainable by the Board on behalf of the Association, or by an aggrieved Owner in a proper case. Failure by the Association or any Owner to enforce any of the foregoing provisions shall not be a waiver of the right to enforce those provisions in the future.

If any vehicle is parked on any portion of the Property in violation hereof or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after seventy-two (72) hours the vehicle may be towed in accordance Article VIII, Section 5, Paragraph 3 of the Declaration.

Section 4. Duration.

The covenants, restrictions and easements of this document shall run with the land and bind the Owners of Lots in the Property, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law..

Section 5. Amendment.

These Land Use Covenants may be amended at any time upon the affirmative vote or written consent, or any combination of vote or written consent, of the Owners subject to this document holding at least sixty-seven (67%) percent of eligible votes. Amendments to these Land Use Covenants shall become effective upon recordation unless a later effective date is specified in the amendment.

Section 6. Dispute Resolution.

Any Owner or Occupant must give written notice to the Board requesting a hearing with the Board and must attend such hearing to discuss amicable resolution of any dispute before that Owner or Occupant files any lawsuit against the Association, the Board, any director, or any agent of the Association. The Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and to resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date no less than seven (7) days nor more than twenty-one (21) days from the date of receipt of the notice of hearing by the person requesting the hearing.

Section 7. Gender and Grammar.

Wherever in these Covenants a pronoun is used in the masculine it shall be read and construed in the feminine as an alternative if applicable or more appropriate; and whether a word is used in the singular or plural it shall be read and construed as whichever would best apply.

Section 8. Severability.

Should any covenant or restriction herein contained or any article, section, subsection, sentence, clause, phrase or term of these Covenants be declared to be void, invalid, illegal or unenforceable for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 9. Captions.

The captions of each article and section hereof, as to the contents of each article and section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular article or section to which they refer.

Section 10. Perpetuities.

If any of the covenants, conditions, restrictions or other provisions of this Land Use Covenants shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Rose Kennedy, mother of former U.S. President John Fitzgerald Kennedy.

IN WITNESS WHEREOF, the undersigned officers of the Hilton Head Plantation Property Owners' Association, Inc. hereby certify that the above amendment was duly adopted by the required majority of the owners of lots substantially affected by these changes in covenants, as evidenced by their signatures attached hereto and expressly incorporated herein.