

12
19.00
JL

6605

601

STATE OF SOUTH CAROLINA)
) HARBOUR KEY AT HARBOR ISLAND
COUNTY OF BEAUFORT)

DECLARATION OF COVENANTS AND RESTRICTIONS FOR HARBOUR KEY
SUBDIVISION AND PROVISIONS OF HARBOUR KEY OWNERS
ASSOCIATION, INC.

WHEREAS, West Marsh, Inc., a South Carolina Corporation,
(hereinafter called "Declarant") is the owner of certain lands
located on Harbor Island in Beaufort County, South Carolina, said
lands conveyed to the Declarant by Berkeley Federal
Bank which deed is recorded in the Office of the Register of
Mesne Conveyances for Beaufort County in Deed Book 676 at Page
1458 on January 5, 1994; and,

WHEREAS, the Declarant is thus the successor in title and
interest to the said lands which at the election of the Declarant
may be made subject to this DECLARATION OF COVENANTS AND
RESTRICTIONS FOR HARBOUR KEY SUBDIVISION AND PROVISIONS OF
HARBOUR KEY OWNERS ASSOCIATION, INC., (hereinafter "Declaration
of Covenants") recorded in the Office of the Register of Mesne
Conveyances for Beaufort County in Book 923 at Page 601 on
2-21, 1997; and,

WHEREAS, the Declarant is the owner and developer of a
subdivision located on Harbor Island, Beaufort County, South
Carolina known as Harbour Key as shown on a plat prepared for West
Marsh, Inc. by Beaufort Surveying, Inc., in a subdivision plat
dated 2-20-97, and recorded in Plat Book 59 at Page
131 in the Office of the Register of Mesne Conveyances for
Beaufort County, South Carolina; and,

NOW, THEREFORE, the Declarant does hereby declare that this Declaration of Covenants shall be covenants running with and applying to lots known as Harbour Key and conveyed by the Declarant by reference to the book and page of recording in the records of the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina.

PART I.

COVENANTS & RESTRICTIONS
APPLICABLE TO SINGLE FAMILY DETACHED DWELLINGS

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a residential and resort community which is aesthetically pleasing and functionally convenient.

1. No building, fence, or other structure shall be erected, placed, or altered on any lot in such residential area until the proposed building plans, specifications, exterior color or finish, plat plan (showing the proposed location of such building or structure, drives, and parking areas), and construction schedule shall have been approved in writing by Declarant, Its successors or assigns. Refusal of approval of plans, location, or specifications may be based by the Declarant upon any grounds, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Declarant. One (1) copy of all plans and related data shall be furnished the Declarant for Its records.

2. No plans will be approved unless it is one of the basic plans on file with the Declarant. Any deviations from these basic plans must be by written approval from the Declarant prior to submittal for construction approval.

3. In order to protect the natural beauty of the vegetation and topography of the marsh and lagoon edges located throughout Harbor Key, written approval of the Declarant is hereby required for the removal, reduction, cutting down, excavation, or alteration of topographic and vegetation characteristics. Written approval will be granted for the minimum amount of earth movement required in plans and specifications approved pursuant to the provisions of Paragraph 1 of this Part I.

4. Setbacks are as shown on subdivision plat except by variance approved by the Declarant and Beaufort County if necessary.

5. The exterior of all houses including landscaping must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency, or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exterior thereof has been completed.

6. All lots in said residential areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed, or permitted to remain on any lot other than one (1) detached single

family dwelling.

7. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. The prohibition of noxious or offensive activity shall include, but is not limited to:

- a) The keeping of personal pets and animals on the premises wherein and whereby such failure to properly control them constitutes a nuisance to other property owners.
- b) The open burning of trash, leaves, or debris by the lot owner.
- c) The discharge of fire arms of any type or other explosive devices, including fireworks.
- d) Allowing outdoor camping or other similar use of said lot.

9. No commercial sign, including "for rent" or "for sale", directional or other similar signs, shall be erected or maintained on any lot by anyone including but not limited to the owner, a realtor, a contractor or subcontractor, except with the written permission of the Declarant or except as may be required by legal proceedings, it being understood that the Declarant will not grant

permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner; nor shall mailboxes be erected or maintained other than those of the size, color, and type approved by the Declarant. If such permission is granted, the Declarant reserves the right to restrict size, color, and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Declarant. In the event that the Declarant elects to provide mailboxes of a standard size, color, and design for the use of West Marsh lot owners, then in that event, the cost of said mailboxes can be charged to said individual lot owners upon application for construction review.

10. Each lot owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Declarant.

11. The Declarant 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 swales, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, C.A.T.V., drainways, telephone equipment, gas, sewer, water, or other private or public convenience or utilities on, in or over ten (10') feet of the street side of each lot, and five (5') feet along both sides of each lot, and such other areas as are shown on the applicable

plats; provided further, that the Declarant may cut, at Its own expense, drainways for surface water wherever and whenever such action may appear to the Declarant 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 gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe installation and maintenance to maintain reasonable standards of health, safety, and appearance. The provisions of this paragraph are not to be construed as an obligation of the Declarant.

12. No television antenna, radio receiver, sender, or other similar device shall be attached to or installed on the exterior portion of any family dwelling unit or on any residential lot or common property within the properties.

13. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Declarant.

14. No trailer, camper, recreational vehicle, utility trailer, boat, tent, barn, tree house, or other similar outbuilding

or structure shall be placed on any lot at any time, either temporarily or permanently.

15. Each lot owner shall provide a screened area to serve as a service yard and an area for the storage of garbage receptacles and fuel tanks or similar storage receptacles. Plans for such fence delineating the size, design, texture, appearance, and location must be approved by the Declarant prior to construction.

16. No trees measuring eight (8") inches or more in diameter at a point two (2') feet above ground level may be removed without the written approval of the Declarant.

17. No lot shall be subdivided, or its boundary lines changed except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to Itself, Its Successors or assigns the right to replat any lot or lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities, and other amenities to conform to the new boundaries of said replatted lots,

18. The Declarant reserves to Itself, Its agents or assigns, any other provisions in this Declaration notwithstanding the right to build docks, bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks, marsh, or lagoons. Nothing in this paragraph shall be construed as placing an affirmative

obligation on the Declarant to construct or maintain any dock, bridge, walkway, or fixed span.

19. In order to provide a permanent fund to maintain, landscape, and repair private streets, walkways, and like community areas in a clean and orderly fashion, and, in general, provide those services important to the development and preservation of an attractive resort community appearance. Each owner of a residential lot area shall pay annually to the Declarant, Its successors or assigns, a fee per building site, said fee to be placed in an account and to be used exclusively for the purposes hereinabove noted. For the purpose of this paragraph, the "building site" means the lot or portion of any lot intended for the construction of a single dwelling unit or commercial building when sold by the Declarant. The Declarant assumes the above obligation only to the extent such maintenance and services can be provided with the proceeds of such payment.

Failure to pay the annual assessments when due as provided in this paragraph shall constitute a lien on the lot subject to this assessment and shall vest the Declarant with the right to file a notice of Its lien upon the property owner in the office of the Clerk of Court for Beaufort County; and such lien shall be enforceable by the Declarant, Its Successors or assigns in law or equity by judicial sale or other appropriate legal remedy. The Declarant further reserves the authority to withhold or restrict the rights, privileges, or benefits of the delinquent property owner to utilize the common property or facilities of Harbour Key.

PART II

ADDITIONS, LIMITATIONS, DURATION
AND VIOLATION OF COVENANTS
TOGETHER WITH AFTERWORD

1. All covenants & restrictions set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Declarant for a period of twenty-five (25) years from the execution date of this Declaration after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants, has been recorded, agreeing to change said covenants in whole or in part.

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owners of lots in the neighborhood, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the

expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorneys' fees as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be deemed as a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. The Declarant reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Harbour Key, or to limit therein the application of these covenants.

4. The Declarant reserves the right to assign all rights, privileges, or benefits reserved in these covenants.

5. The Declarant reserves the right to add additional properties to this Harbour Key Subdivision by reference to this declaration of covenants.

PART III

1. Declarant shall provide Harbour Key Architectural Review Board Guidelines, Articles Of Incorporation for Harbour Key Community Association, Inc., and By-Laws of Harbour Key Community Association, Inc.

2. Commercial Property as recorded in deed book 756 at page 1125 on JANUARY 16, 1995 shall pay the equivalent of six (6) lots annual assessment to Harbor Key Owners Association, Inc. for maintenance and repairs as described in Part I, Paragraph 19 herein. Also, Commercial Property as recorded in ~~deed~~ book 59 at page 131 on FEBRUARY 21, 1997 shall pay the equivalent of six (6) lots annual assessment to Harbor Key Owners Association, Inc. for maintenance and repairs as described in Part I, Paragraph 19 herein, if developed as commercial property.

GIVEN UNDER ITS HAND AND SEAL this 28th day of OCTOBER, 1996.

WEST MARSH, INC.

BY: [Signature]
David H. Hornsby, President

[Signature]
[Signature]

BY: [Signature]
Ken L. Willis, Secretary

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me BD Christmas, Jr.
 who, on oath, says that s/he saw the within named West Marsh, Inc.
 by David H. Holsky, its President and Ken L. Willis
 its Secretary, sign the within DECLARATION OF COVENANTS AND
 RESTRICTIONS FOR HARBOUR KEY SUBDIVISION AND PROVISIONS OF HARBOUR
 KEY OWNERS ASSOCIATION, INC. ON HARBOR ISLAND, BEAUFORT COUNTY,
 SOUTH CAROLINA and as its act and deed, deliver the same, and s/he
 with Daniel S. Robinson witnessed the execution
 thereof.



Witness

SWORN to before me this
28th day of October, 1996.

Arnold P. Thurman
 Notary Public for South Carolina

My Commission Expires: 2/14/2005

The Fripp Company
FILED
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C.

97 FEB 21 AM 10:45

BK 923 PG 601
FOLDER #

613