

This document prepared by:

Derek C. Gilbert HARVEY & BATTEY, P.A. 1001 Craven Street Beaufort, SC 29902 BEAUFORT COUNTY SC - ROD BK 02224 PGS 1402-1404 FILE NUM 2005074650 09/06/2005 04:43:26 PM REC'D BY P BAXLEY RCPT# 359124 RECORDING FEES 10.00

STATE OF SOUTH CAROLINA	)	DECLARATION OF
	)	RESTRICTIVE
COUNTY OF BEAUFORT	)	COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this <u>lane</u> day of August, 2005, by JOSEPH C. PIZZO, JR. AND MARY E. PIZZO ("Pizzo") and TRACY B. SWANSON ("Swanson").

- 1. Property.
  - a. Pizzo owns the following-described property (the "Pizzo Property"):

ALL those certain pieces, parcels or tracts of land, situate, lying and being on St. Helena Island, Beaufort County, South Carolina, containing 3.17 acres and 1.76 acres and being shown on that certain plat prepared by David E. Gasque, RLS, dated November 10, 2003, last revised February 5, 2004, and recorded in Plat Book 97 at Page 157 in the Register of Deeds Office for Beaufort County, South Carolina (the "ROD Office"). For a more complete description as to metes, bounds, courses and distances reference may be had to the aforementioned plat of record.

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b. Swanson owns the following-described property (the "Swanson Property"):

ALL that certain piece, parcel or tract of land, situate, lying and being on St. Helena Island, Beaufort County, South Carolina, containing 2.460 acres, more or less, and being shown on that certain plat prepared by Zyad A. Khalil, RLS, dated March 9, 2000 and recorded in Plat Book 73 at Page 142 in the ROD Office. For a more complete description as to metes, bounds, courses and distances reference may be had to the aforementioned plat of record.

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- c. The Pizzo Property and the Swanson Property is sometimes hereinafter referred to as the "Property".
- 2. <u>Purpose and Intent</u>. Pizzo and Swanson, as the owners of the Property intend by

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recording this Declaration to restrict the use of the Property to single family residential purposes and to prevent the placement of mobile homes and the like on the Property.

- 3. Binding Effect. The Property shall be owned, conveyed, and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all persons having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns. This Declaration, as it may be amended and supplemented from time to time, shall remain in effect and shall be enforceable by any owner of the Property or any portion thereof, and their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded. After such time, this Declaration shall be extended automatically for successive periods of 10 years each, unless an instrument signed by all of the owners of the Property has been recorded in the ROD Office agreeing to terminate this Declaration, in which case it shall terminate.
- 4. <u>Restrictions</u>. The Property shall be subject to the following restrictions:
  - a. <u>Single-Family Residential Use</u>. The Property may be developed, used and occupied only for single family residential use, which is defined as a separate and individual single-family housing unit.
  - b. <u>No Mobile Homes</u>. The Property may not be used for mobile homes, trailers, travel trailers, or motor homes or any other form of manufactured housing.
- 5. <u>Enforcement</u>. Any owner of the Property or any portion thereof may enforce this Declaration by bringing suit in any court of competent jurisdiction for monetary damages or specific performance of any obligation created by this Declaration. The prevailing party in any such enforcement action shall be entitled to recover its costs, including reasonable attorney's fees.
- 6. <u>Recordation</u>. An original of this document shall be recorded in the ROD Office.
- 7. <u>Governing Law</u>. This Declaration shall be governed by and construed in accordance with the laws of South Carolina.
- 8. <u>Modification or Amendment</u>. This Agreement may not be modified, altered or changed in any respect whatsoever except by an instrument signed by all of the owners of the Property which must be recorded in the ROD Office.
- 9. Temporary storage, temporary residential dwellings (travel trailers, RVs) and boats are present permissible under these restrictions. Said temporary dwellings can remain on the property for a period not to exceed six months and only during construction of a single family dweetling.

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IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	
Chushnellls	
Witness	JOSEPH C. PIZZO, JR.
Stillet	Mary ( 330
Notary	MARY E PIZZO
Austina Eule	Iracy Swanson
Witness /	TRACY B. SWANSON
Notary	
STATE OF SOUTH CAROLINA	) ACKNOWLEDGMENT
COUNTY OF BEAUFORT	) ACKNOWEEDGMENT
I, the undersigned notary public, do h E. PIZZO personally appeared before me to foregoing instrument.	ereby certify that JOSEPH C. PIZZO, JR. AND MARY this day and acknowledged the due execution of the
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	At aller
	Notary Public for South Carolina My Commission Expires: 7/12/09
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STATE OF SOUTH CAROLINA	)
COUNTY OF BEAUFORT	) ACKNOWLEDGMENT
	)
I, the undersigned notary public, do lappeared before me this day and acknowled	hereby certify that TRACY B. SWANSON personally ged the due execution of the foregoing instrument.
	MATA TO
	Notary Public for South Carolina My Commission Expires: 1/2 x 27