

STATE OF SOUTH CAROLINA,)
)
 COUNTY OF BEAUFORT.)

RESTRICTIONS ON BELLEVIEW SUBDIVISION

WHEREAS, Palmetto Land Company is the owner of all lots in Belleview Subdivision except Lots 10, 11 and 12 which are now owned by H & G Company, Inc., and lots 5 and 7 which have been previously conveyed and,

WHEREAS, the Subdivision is detailed on a plat or map made by Hardwick F. Wilson, Jr., Registered Land Surveyor, under date of April 2, 1965, and recorded in the office of the Clerk of Court for Beaufort County, South Carolina, in Book 15 of Plats at Page 8; and,

WHEREAS, Palmetto Land Company and H & G Company, Inc. desire to impose certain residential restrictions on such lots, NOW, THEREFORE,

In consideration of the mutual advantages to the said Belleview Subdivision and to the subsequent owners of properties in the said subdivision, all of the lots in the said "Belleview Subdivision" designated on the aforementioned plat are hereby subjected to the following conditions and restrictions for a period of twenty-five (25) years from date hereof:

1. All lots in said subdivision shall be used for residential purposes only, except those lots facing on U. S. Highway #281, which may be used for commercial purposes, approved by the grantor, and no buildings other than one detached single family dwelling or duplexes shall be erected on any other lots in said subdivision, not to exceed two stories in height, and garages or other outbuildings erected upon any lot in said area must conform to the residence thereon in design and appearance; any such garage or outbuilding must be incidental to residential use thereof.

2. No dwelling may be permitted on any lot at a cost of less than \$9,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to insure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than eight hundred fifty (850) square feet for a dwelling of more than one story.

3. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event no building shall be located on any lot nearer than twenty-five (25') feet to the front lot line, or nearer than fifteen (15') feet to any side street line. No building shall be located nearer than ten (10') feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located on the rear half of the lot. No dwelling

shall be located on any interior lot nearer than ten (10') feet to the rear lot line. No eaves, steps, open porches, carports, etc., shall be located nearer than five (5') feet from side lines or real lines.

4. No lot in this subdivision shall be subdivided into smaller lots, except, where necessary, for the installation of a community water system.

5. No individual wells shall be bored or set up within the Subdivision other than those constructed by Palmetto Land Company, its successors or assigns.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood.

7. No trailer, basement, tent, shack, garage or other outbuilding in the tract shall be used at any time as a residence either temporarily or permanently, nor shall any residence of a temporary kind be permitted.

8. An easement for the installation and maintenance of utilities and drainage facilities is reserved over five (5') feet of the side lot lines and ten (10') feet of the rear lot lines.

9. No individual sewer disposal system shall be permitted on any lot unless same is designed, located and constructed in accordance with the requirements, standards and recommendations of the County Public Health Authority, approval of such system if installed shall be obtained from such authority.

10. No domestic animals or fowls of any type shall be housed or kept on said property except household pets.

11. The within covenants, restrictions and conditions shall be appurtenant to the land and run with the land, and shall be binding on all parties or persons claiming by, under or through the parties hereto for a period of 25 years from the date of this instrument, at which time the said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years unless by a vote of the majority of the owners it is agreed to change the said covenants, conditions or restrictions in whole or in part.

If the parties hereto or any persons claiming by, under or through them shall violate or attempt to violate any of the covenants, conditions or restrictions herein, it shall be lawful for anyone of them, or any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, conditions or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation, but violation of said restrictions shall not be a cause for forfeiture and shall not impair the title of any person, firm or corporation who shall lend money secured by any mortgage on said lots.

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Palmetto Land Company has caused these presents to be executed in their name by Heyward C. Spinks, its President, and by Edwin W. Pike, Jr., its Secretary, and its corporate seal to be hereto affixed, and H & G Company, Inc. by Heyward C. Spinks, its President, and by Frances W. Spinks, its Secretary, and its corporate seal to be hereto affixed this 5th day of May, 1965, and in the 189th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in Presence Of:

Norma C. Boyer

Mary D. Joy

PALMETTO LAND COMPANY

By Heyward C. Spinks
Heyward C. Spinks, President

Edwin W. Pike, Jr.
Edwin W. Pike, Jr., Secretary

H & G COMPANY, INC.

By Heyward C. Spinks
Heyward C. Spinks, President

H & G COMPANY, INC.

By Heyward C. Spinks
Heyward C. Spinks, PresidentNorma C. BoyerMary D. FoxFrances W. Spinks
Frances W. Spinks, SecretarySTATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT.)

Personally appeared before me Norma C. Boyer, who, on oath, says that she saw the within-named Palmetto Land Company by Heyward C. Spinks, its President sign the within written instrument, and Edwin W. Pike, Jr., its Secretary, attest the same, and the said Corporation, by said officers, seal said instrument, and, as its act and deed, deliver the same, and that s/he with Mary D. Fox witnessed the execution thereof.

Norma C. BoyerSworn to before me this 5th
day of May, 1965.Mary D. Fox (L.S.)
Notary Public for South Carolina.STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT.)

Personally appeared before me Norma C. Boyer, who, on oath, says that s/he saw the within-named H & G Company, Inc. by Heyward C. Spinks, its President sign the within written instrument, and Frances W. Spinks, its Secretary, attest the same, and the said Corporation, by said officers, seal said instrument, and, as its act and deed, deliver the same, and that s/he with Mary D. Fox witnessed the execution thereof.

Norma C. BoyerSworn to before me this 5th
day of May, 1965.Mary D. Fox (L.S.)
Notary Public for South Carolina.

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<u>M. D. Colby, Notary</u>		