

STATE OF SOUTH CAROLINA )  
 ) RESTRICTIVE COVENANTS,  
 COUNTY OF BEAUFORT ) CONDITIONS AND EASEMENTS

WHEREAS, Coastal Contractors, Inc. is the owner of certain property located on Port Royal Island, Beaufort County, South Carolina, and being more particularly shown and described as Lots 12 through 22 Block B, Lots 2 through 18 Block C, Lots 1 through 10 and 19 through 45 Block D, Lots 5 through 10 and 12 through 19 Block E, Lots 21 through 26 Block F, on a plat of Battery Shores Phase II, prepared by David E. Gasque, R.L.S., dated 2-12-96.

And recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, on 5-11-99, in Plat Book 70 at Page 7.

WHEREAS, the said Coastal Contractors, Inc. is desirous of placing certain Restrictive Covenants, Conditions and Easements on certain lots to be conveyed by the following matters by the inclusion in the deeds thereto of a reference hereto, or otherwise.

NOW THEREFORE, in consideration of the premises, the said Coastal Contractors, Inc. does herein publish and set forth the following Restrictions, Conditions, Easements, etc., which shall constitute covenants running with the land briefly described as Lots 12 through 22 Block B, Lots 2 through 18 Block C, Lots 1 through 10 and 19 through 45 Block D, Lots 5 through 10 and 12 through 19 Block E, Lots 21 through 26 Block F, Battery Shores Phase II on the plat herinabove referred to as follows, to wit:

1. All lots shown on said plat of Battery Shores Phase II, shall constitute single-family residential building areas and shall be used for residential purposes only.
2. It is understood and agreed that each lot conveyed will be subject to covenants requiring that the main residence on the lot must contain enclosed dwelling space of the following square footage, exclusive of garages, storage rooms and porches.
  - A. 1,700 square feet: Lots 14 through 19 Block E, and Lots 21 through 26 Block F.
  - B. 1,600 square feet: Lots 19 through 28 Block D.
  - C. 1,500 square feet: Lots 12 through 22 Block B, Lots 2 through 18 Block C, Lots 1 through 10 and Lots 29 through 45 Block D, Lots 5 through 10 and Lots 12&13 Block E.
3. It is understood and agreed that no lot shall be subdivided or its dimensions changed, without prior written consent of Coastal Contractors, Inc.
4. All outside mailboxes must be of same design and color as approved by Coastal Contractors, Inc. All street numbers will be 4" high black, metal numbers attached to the side of the newspaper box.
5. The individual Grantees of the lots herinabove referred to, are herein by this reference made a subject to the within covenants and do herein agree that they shall be responsible for a monthly charge payable to South Carolina Electric and Gas Company, for their prorata share of the electric bill for street lights.
6. No building shall be erected on any residential building lot nearer than thirty (30') feet to the front lot line, nor shall any building be erected nearer than ten (10') feet to any side lot line, without written consent of Coastal Contractors, Inc. Nor shall any building be erected nearer than twenty-five (25') feet to either street side lot line of a corner lot.
7. There shall be no mobile homes (nor modular homes) erected on any residential building lot.

8. There shall be no temporary structures erected on any residential lot, except those used by the Contractor during construction of the residence and said temporary structure must be removed within fifteen (15) days after completion of the residence.

9. If any detached building is erected on any residential building lot, it must be of similar design and materials as the main residence.

10. There shall be no animals maintained on any residential building lots, other than cats and dogs.

11. No inoperative vehicles, such as junk cars or trucks, or any similar type of junk, shall be permitted on any lot for any period of time.

12. No trucks larger than pickups shall be permitted on any lots for any period of time.

13. All campers and boat trailers shall be required to be parked behind or beside all houses or in garages at all times. If lot is on the river or marsh, the campers must be parked between the houses and the river or marsh, or beside the house.

14. The exterior of all houses must be properly maintained, either by painting or staining, and all deeded lots with or without improvements thereon, must be kept in a neat and attractive manner.

15. Owner will submit two copies of plans and specifications for any proposed homes, additions, or alterations that affect the exterior elevations. The plans must include the floor plan and elevations along with any details needed to clarify elevations. The owner must also submit color samples as needed to clarify the color scheme of the exterior elevation. All homes must meet the standards set by the "Battery Shores Architectural Guidelines." Coastal Contractors, Inc. reserves unto itself, the right to review and approve or reject, any and all plans and specifications for any construction on said lots. One copy will be returned to the owner and the other set will become the property of Coastal Contractors, Inc.

16. All houses must be complete with a Certificate of Occupancy within one year after construction begins.

17. Owner will provide Coastal Contractors, Inc. with a landscaping plan. Each home will have as a minimum: border plants along the front of the house and grass in the front and side yards. Border plants along property lines and plant islands are encouraged.

Coastal Contractors, Inc. reserves unto itself, the right to review and approve or reject, any and all plans. The owner must submit two copies of the plan and one shall be returned.

The landscaping must be completed per the approved plan within three (3) months after the Certificate of Occupancy.

18. Coastal Contractors, Inc. shall reserve the right to designate the placement of all swimming pools on all lots.

19. There shall be no fences of any type including a chain link, picket or otherwise, constructed or erected in or across any front yards, or any side yards between the street and rear of the dwelling unit or garage, whichever may be the longest distance from the street. Chain link fences must be brown, black or green.

20. Lots bordering the river or the marsh are limited to 300 square feet of fenced-in area on the water or marsh side of the house as long as the fence does not interfere with the view of the water and/or marsh.

21. All driveways into each lot must be surfaced, either with concrete or asphalt, or some other type of material approved in writing by Coastal Contractors, Inc. All driveways must connect with street paving if the street has been paved.

22. There shall be no business or commercial activity conducted in, on, or about any of the residential building areas that creates excessive noise, increases traffic, or that becomes detectable outside of the home.

23. There shall be no noxious or offensive activity conducted in, on, or about any of the residential building areas.

24. No garbage or domestic trash shall be disposed of by burning on any lot. Trash, garbage, or other waste shall be kept in sanitary containers and shall be emptied as needed.

25. Fifteen (15') foot easements are established and reserved along the rear of all lots, and ten (10') foot easements are established and reserved along the front of all lots for the purpose of utility installation and maintenance in perpetuity. No buildings will be constructed on easements.

26. No metal buildings, of any kind, will be permitted, storage or otherwise.

27. Contractor signs are allowed on lots during construction only. Contractor signs are to be installed after the building permit is received and must be removed before the owner moves into the house.

28. If the parties, or any of them, or their heirs or assigns, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot or lots in said development to commence proceedings at law, or in equity against the person or persons violating or attempting to violate any covenant and either to prevent him or them, in so doing, or to recover damages, or other dues for such violations.

29. Invalidity of any of these covenants by judgment or Court Order shall in no way affect any of the provisions which shall remain in full force and affect.

30. These covenants are to run with the land and shall be binding on all parties and/or person or persons claiming under them.

31. All satellite dishes must be no larger than 18". The dish must be placed in the rear of the house if possible. If the dish must be located to the front or side of the house, it must be screened so it is not readily visible from the road.

IN WITNESS WHEREOF, COASTAL CONTRACTORS, INC. has caused this instrument to be executed, by its proper officials, this \_\_\_\_\_ day of \_\_\_\_\_ 1999.

COASTAL CONTRACTORS, INC. (SEAL)

Bonnie C. May BY: Timothy L. Rentz  
 Witness Timothy L. Rentz, President  
[Signature] ATTEST: William B. Kearse  
 Witness William B. Kearse, Secretary

STATE OF SOUTH CAROLINA )  
) PROBATE  
)

PERSONALLY appeared before me, Bonnie C. Gray, who on oath, deposes and says that he/she saw the within names Coastal Contractors, Inc. by its President, Timothy L. Rentz, and its Secretary, William B. Kearse, sign attest, seal and as it's act and deed, deliver the within written Restrictive Covenants, Conditions and Easements, and that he/she with Douglas Jaquays witnessed the execution thereof.

SWORN TO before me this 17th day of may 1999.

Bonnie C. Gray

Traci A. Aldner (SEAL)  
Notary Public for South Carolina  
My Commission expires: Dec 18, 2005

Coastal Contractors  
FILED \$ 10.00  
JOHN J. SULLIVAN

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