

Royal Pines Homeowners Association Covenants

NEW CONSTRUCTION;

1. No building, fence or other structure shall be erected, placed or altered on any lot in such residential areas until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives, and parking areas) and construction schedule shall have been approved in writing by Royal Pines Country Club Estates, Inc., its successor or assigns. Refusal of approval of plans, location or specifications may be based by Royal Pines Country Club Estates, Inc. upon any ground, including purely aesthetic considerations, which in the sole discretion of Royal Pines Country Club Estates, Inc. shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by Royal Pines Country Club Estates, Inc. One (1) copy of all plans and related data shall be furnished Royal Pines Country Club Estates, Inc., its successors and assigns.

2. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area and shall not exceed two (2) stories in height. The total enclosed dwelling area for residential purposes shall be 1450 square feet heated space. The main living floor of all residences shall have a minimum of 1200 square feet. The term "enclosed dwelling area" as used in these minimum size requirements shall mean total enclosed area within the dwelling and does not include garages, boat sheds, terraces, decks, porches and like areas.

3. In order to assure that location of houses will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each house and that the structures will be located with regard to the topography of each individual lot, Royal Pines Country Club Estates, Inc. reserves upon itself, its successors and assigns the right to control absolutely and to solely decide the precise site and location of any house or other structure upon all lots. Such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site. No building shall be located on any lot nearer than thirty (30) feet from the front line or nearer than ten (10) feet to any side lot line except that a detached garage or other outbuilding located on the rear one-half of said lot may be built within ten (10) feet of the interior lot line. No building on any lot bordering on the golf course fairways shall be erected nearer than seventy (70) feet from the fairway property line.

4. The exterior of all houses and other structures must be completed within one (1) year after the commencement of construction 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.

RESIDENTIAL USE ONLY (1 house and one accessory building):

5. 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) single family dwelling not to exceed two (2) stories in height and one small one-story accessory building which may include a detached private

garage and/or servant's quarters. Such accessory building may not be constructed prior to construction of the main building.

6. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling.

PREVENT UNCLEAN, UNSIGHTLY OR OFFENSIVE CONDITIONS:

7. It shall be 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 specific area or 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. No motorcycles, hot rods, or similar motor vehicles shall be used or permitted that cause excessive noise. No firearms shall be discharged except in specially designated areas. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence is in 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.

UNDEVELOPED LOTS

9. In order to implement effective insect, reptile, and woods fire control, Royal Pines Country Club Estates, Inc., reserves for itself and its agents the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior entry to be made by personnel with tractors, trucks, or other suitable devices for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, woods, or other unsightly growth and trash, which in the opinion of Royal Pines Country Club Estates, Inc., detracts from the overall beauty, setting and safety of Royal Pines Country Club Estates, Inc. Such entrance for the purpose of mowing, cutting, clearing or pruning or removing trash shall not be deemed a trespass. Royal Pines Country Club Estates, Inc. may charge the owner the cost of such services, not to exceed \$30.00 per year. The provisions of this paragraph shall not be construed as an obligation on the part of Royal Pines Country Club Estates, Inc. to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

NO RIGHT OF REPURCHASE

10. Universal Engineering of Maplewood, Inc., successor to Royal Pines Country Club Estates, Inc., hereby waives and relinquishes it's present and future rights of repurchase as to any and all property located within Royal Pines Country Club Estates whether presently owned by Universal Engineering of Maplewood, Inc. or previously sold and now owned by others.

SIGNAGE

11. No commercial sign, including "For Rent", "For Sale" and other similar signs shall be erected or maintained on any lot except with the written permission of Royal Pines Country Club Estates, Inc. or except as may be required by legal proceedings, it being understood that Royal Pines Country Club Estates, Inc. will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, Royal Pines Country Club Estates, Inc. 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 Royal Pines Country Club Estates, Inc.

PARKING

12. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by Royal Pines County Club Estates, Inc.

SEPTIC / SEWAGE LINES

13. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of Royal Pines Country Club Estates, Inc. or such Public Service District as may be established, or if no such main has been constructed in the vicinity of such lot, then such disposal shall be made by means of a septic tank or tanks emptied or discharged into such main or tanks. No sewage shall be emptied or discharged on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed, and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority. After the sewage system is established, all houses shall be required to connect to it.

GARBAGE

14. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible for the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by Royal Pines Country Club Estates, Inc.

EASEMENTS FOR UTILITIES

15. Royal Pines Country Club Estates, Inc. 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 electric and telephone poles, wires, 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, on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that Royal pines Country Club Estates, Inc. may cut drain ways for surface water wherever and whenever such action may appear to Royal Pines Country Club Estates, Inc. to be necessary in order to maintain reasonable standard 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 utility installation

and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Royal Pines Country Club Estates, Inc. but this reservation shall not be considered an obligation of Royal Pines Country Club Estates, Inc., to provide or maintain any such utilities or service.

TEMPORARY STRUCTURES

16. 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 used for 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.

TRAILERS, TENTS, BARNs OR OUTBUILDINGS

17. No trailer, tent, barn or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

STORAGE RECEPTACLES - HIDDEN FROM VIEW

18. Fuel tanks or similar storage receptacles may not be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within a screened area, or buried underground.

FENCING

19. Each lot owner desiring to construct a screening fence to shield and hide from view a small service yard must submit plans for such fence delineating the size, design, texture, appearance and location for approval by Royal Pines Country Club Estates, Inc., prior to construction.

PRIVATE WELLS

20. No private water wells may be drilled or maintained on any residential lot so long as Royal Pines Country Club Estates, Inc., or such Public Service District as may be established, their agents, successors or assigns, plans a water distribution line within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner. However, a well may be drilled for non-household use.

TREE REMOVAL

21. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of Royal Pines Country Club Estates, Inc., unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

LOT SUBDIVISION

22. No lot shall be subdivided, or its boundary lines changed, except with the written consent of Royal Pines Country Club Estates, Inc. However, Royal Pines Country Club Estates, Inc., hereby expressly reserves to itself, its successors or the plat of any said subdivision in order to create and 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 to be limited to, the relocation of easements, walkways, and rights of way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20) percent from its original size. The restrictions and covenants herein apply to each such lot so created.

ONGOING APPLICATION

23. All covenants and restrictions contained in this declaration shall run with the land and shall be binding on all parties and persons for a period of twenty-five (25) years from the date of execution hereof after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then property owners has been recorded agreeing to change these covenants in whole or in part or to terminate the same.

VIOLATIONS

24. In the event of a violation or breach of any of these restrictions or covenants by any property owner, or agent of such owner, the owners of lots in the neighborhood or the subdivision or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms and conditions hereof and to prevent the violation or breach of said restrictions or protective covenants. In addition to the foregoing, the Corporation shall have the right, whenever there shall have been build on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the said property where such violation exists and summarily remove the same at the expense of the owner, if after 30 days written notice of such violation it shall not have been corrected by the owner. And such entry and abatement or removal shall not be deemed a trespass. The failure of the Corporation to enforce any right, reservation, restriction or condition contained in this instrument however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or effect its enforcement. The invalidation by any court of any restriction in this instrument contained shall in no way effect any of the other restrictions, but they shall remain in full force and effect. The violation of said restrictions shall not be a cause of forfeiture and shall not impair the title or lien or any person, firm or corporation who shall lend money secured by any mortgage of any lot.

MODIFICATIONS, ADDITIONS AND AMENDMENTS

25. The Corporation may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these protective covenants and restrictions, which will by their nature, raise the standards of the subdivision.

26. These amended restrictions, covenants, and affirmative obligations shall apply to all

remaining and previously unsold lots owned by Universal Engineering of Maplewood, Inc., as successor to Royal Pines Country Club Estates, Inc. as well as all other existing lots in the subdivision of this date. The remaining unsold lots specifically include the following;

All those certain pieces, parcels or lots of land situate, lying and being on Lady's Island in Beaufort County, South Carolina, being located in Royal Pines Country Club Estates subdivision, and being described as Lots 3-21, 3-22, 4-1, 4-2, 4-9, Northern one-half of lot 4-10, 4-12, Northern one-half of lot 4-13, 4-22, 4-23, 4-24, 4-25, 4-26, 6-A, Northern one-half of lot 6-2, 6-6, 6-9, 6-13, Southern one-half of lot 6-12, 6-18, Northeastern one-half of lot 6-17, 6-19, Southern one-half of lot 6-20, 6-23, 6-24, 6-25, 6-26, 6-27, 6-28, 7-A, 7-13, 7-28, 7-29, 7-30, 8-6, Southern one-half of lot 8-5, 8-7, Northern one-half of lot 8-8, 8-18, 8-19, 8-20, 8-21, 8-23, 8-26, 8-27, 8-30, 10-A, 10-B, 10-C, 10-D, 13-12, 15-1, 16-1, 16-2, 16-8, 16-11, 16-12, 16-13, 16-14, 16-16, 16-18, 16-19, 16-20, 16-21, 16-23, 16-24, 16-28, 17-C, 17-11, 17-18, 17-20, 17-22, Southern one-half of lot 17-23, 17-25, 17-26, 17-27, 17-28, 17-29, 17-32, Northern one-half of lot 17-31, 17-25, 17-26, 17-27, 17-28, 17-29, 17-32, Northern one-half of lot 17-31, 17-33, 17-34, 18-A, 18-B, 18-6, 18-7, R-2, R-3, R-4, R-5, R-6, M6-2 and M12-3.