



any exterior addition to or change or alteration therein be made unless same is approved in writing by the undersigned.

6. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be of a common annoyance or nuisance to the community.

7. No sign of any character shall be displayed or placed upon any part of the property except for rent or for sale signs, referring only to the premises on which displayed and not to exceed three (3) square feet in size and one sign to a lot.

8. No tent, shack, trailer (except boat trailers), school bus, mobile home, barn or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot except for the purposes of constructing dwellings and improvements thereon. It is expressly understood that this construction exception is temporary in nature and extends for only a reasonable time.

9. All rubbish, garbage and trash shall be kept in appropriate containers. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the aforementioned plat of Sea Oats. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements which a public authority or utility company is responsible. The roads shown on said plat are private roads and shall be maintained by the users thereof or their designees. An easement for ingress and egress is reserved over said roads for those certain parcels of land and any improvements erected thereon shown on said plat. Other easements are shown for beach access.

10. No litter or other material of an unsightly nature not natural to a well kept and sightly neighborhood will be retained or allowed to remain on any of the lots nor shall any lot be allowed to become unkempt or unsightly.

11. The provisions herein shall be construed to be for the benefit of the undersigned, its successors and assigns and the right is specifically reserved to modify

or amend these terms at will without the consent of the owners of any other lot in the subdivision so long as the undersigned owns any lot in the subdivision.

12. These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3rds) of all owners, with the consent of their mortgagees, if any, has been recorded, agreeing to a change in said covenants either in whole or in part. Further, all owners are required to become and remain members in good standing of the Sea Oats Homeowners Association.

13. Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages; action may be brought by the undersigned or any property owner in the subdivision. The violator shall pay the person enforcing the covenants all costs incurred, including a reasonable attorney's fee.

14. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Witness the hand and seal of the Declarant by its authorized officer this 7th day of July, 1986.

Carol L. Eubank

E. Joseph Champney

THE FIRST SERVICE CORPORATION  
OF S. C.

By: Julio M. P. (SEAL)  
Its: CEO

BK: S 155 PG 264

STATE OF SOUTH CAROLINA )  
COUNTY OF Richland )

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s/he saw the within named THE FIRST SERVICE CORPORATION OF S.C., by its subscribing officer, sign, seal and its act and deed, deliver the within instrument; and that (s/he with the other witness witnessed the execution thereof.

Edward L. Williams

SWORN to before me this  
7<sup>th</sup> day of July, 1986.

Larry Dickson (L.S.)  
Notary Public for South Carolina

My Commission Expires: 6/21/90

BY LAWS OF  
THE SEA OATS HOMEOWNER'S ASSOCIATION

1. Membership in said association is mandatory for the holder of any ownership interest in the Sea Oats subdivision, regardless of how such ownership is obtained.
2. Each member shall have one vote for each house he owns in the subdivision. Should more than one person own a particular house, they shall have a fractional vote.
3. There shall be a board of directors elected annually by the members on the first Saturday in March. A quorum at this meeting shall consist of 2/3's of all owners measured by interests owned in the subdivision. At this meeting the budget shall be approved or disapproved along with any other items of business.
4. The board of directors shall secure the services of a professional management firm responsible for maintaining the roads, pool, and any other common assets, paying taxes, insuring, and prescribing rules for the use of same or appoint a committee of co-owners to perform the same.
5. To provide funds to accomplish those acts in 4 above, the board of directors shall formulate a budget to be approved by a majority of those attending the meeting and shall then assess each record owner(s) of subdivision property ratably. Failure to pay such assessment within 30 days shall give rise to a lien on the delinquent owner's property which shall be foreclosable as a mortgage.
6. In the event of unforeseen circumstances, the board of directors may call a special meeting upon fifteen days written notice by registered mail to all owners of interests in the subdivision. The same quorum requirements as in 3 above apply at such a meeting, and a special assessment can be approved and shall be collectible as in 5 above.
7. Accurate minutes of all meetings shall be kept and Robert's Rules of Order shall prevail.
8. All meetings shall be held at a place and time designated in the notice.
9. A petition signed by the owners of 2/3's of the interests in the subdivision and mailed by registered mail to each property owner shall suffice, upon 30 days notice, to call a special meeting of all owners.

Witness:

Edward L. Johnson

THE FIRST SERVICE CORPORATION OF S.C.

By: John M. F. M.

George Crampsey

BK X1856135

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

INDENTURE DEED TO LOT 10  
SEA OATS SUBDIVISION

The First Service Corporation of S.C. ("Grantor") for and in consideration of the sum of Three Hundred Ninety-Five Thousand and No/100 (\$395,000.00) Dollars to Grantor in hand paid at and before the sealing of these presents by James Frank Bethea ("Grantee") (which term includes the plural), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Grantee, Grantee's heirs, successors and assigns forever:

All that certain piece, parcel, or lot of land, together with improvements thereon, situate, lying and being in the State of South Carolina, being shown and delineated as Lot 10 on a plat of property of The First Service Corporation of S.C.\* by G. Robert George dated May 26, 1986, recorded in the office of the RMC for Charleston County in Plat Book BJ, page 107; said Lot 10 having such metes, bounds, courses and distances as shown on said plats, reference being had to said plat for a more complete description of the property.

\*Sea Oats Subdivision

Derivation: This being a portion of the property conveyed to the Grantor herein by deeds of The Beach Co., a South Carolina Corporation, recorded in the Office of the R.M.C. for Charleston County in Deed Book B143 at Page 149 and in Deed Book B143 at Page 153. Dated 2/1/85

TMS No. 571-12-00-021

Grantee's Address: 1125 Glenwood Court, Columbia, SOUTH Carolina 29204

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, Grantee's heirs, successors and assigns forever.

AND THE GRANTOR hereby binds Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the premises unto the Grantee, Grantee's heirs, successors and assigns against Grantor, Grantor's heirs, successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

By acceptance of this Deed, Grantee binds Grantee, Grantee's heirs, successors and assigns to the terms, conditions and contents of the Declaration of Restrictions of Sea Oats Club recorded in the Charleston County R.M.C. office in Book S155, Page 261, and the By-Laws of Sea Oats Homeowner's Association recorded in Book S155, Page 265, Charleston County R.M.C. and any subsequent amendments thereto.


Limited Warranty as to the Dwelling

Grantor warrants that it or the dwelling contractor will, for a period of one year from the date hereof, repair any structural portion of the dwelling, not covered by a manufacturer's warranty, which is found to be defective in material or workmanship. This limited warranty on the dwelling is in lieu of all other warranties, express or implied, including, but not limited to, any warranty of habitability, merchantability, or fitness for purpose.

By acceptance of this deed and agreement with the terms herein, the parties hereby acknowledge that all of the agreements between Grantor and Grantee are to be construed in accordance with the laws of the State of South Carolina and Grantor and Grantee hereby bind their heirs, administrators, executors, successors and assigns to all of the agreements and terms above.

WITNESS the Grantor's hand and seal this 28th day of June, 1989.

Signed, Sealed and Delivered  
in the Presence of:

  
As to Grantor

  
As to Grantor

THE FIRST SERVICE CORPORATION OF S.C.

By:  (SEAL)  
Its VICE-PRESIDENT

BK X185PG135

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

INDENTURE DEED TO LOT 10  
SEA OATS SUBDIVISION

The First Service Corporation of S.C. ("Grantor") for and in consideration of the sum of Three Hundred Ninety-Five Thousand and No/100 (\$395,000.00) Dollars to Grantor in hand paid at and before the sealing of these presents by James Frank Bethen ("Grantee") (which term includes the plural), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Grantee, Grantee's heirs, successors and assigns forever:

All that certain piece, parcel, or lot of land, together with improvements thereon, situate, lying and being in the State of South Carolina, being shown and delineated as Lot 10 on a plat of property of The First Service Corporation of S.C.\* by G. Robert George dated May 28, 1986, recorded in the office of the R.M.C. for Charleston County in Plat Book BJ, page 107; said Lot 10 having such metes, bounds, courses and distances as shown on said plats, reference being had to said plat for a more complete description of the property.

\*Sea Oats Subdivision

Derivation: This being a portion of the property conveyed to the Grantor herein by deeds of The Beach Co., a South Carolina Corporation, recorded in the Office of the R.M.C. for Charleston County in Deed Book B143 at Page 149 and in Deed Book B143 at Page 153. Dated 2/1/85

TMS No. 571-12-00-021

Grantee's Address: 1125 Glenwood Court, Columbia, SOUTH Carolina 29204

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, Grantee's heirs, successors and assigns forever.

AND THE GRANTOR hereby binds Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the premises unto the Grantee, Grantee's heirs, successors and assigns against Grantor, Grantor's heirs, successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

By acceptance of this Deed, Grantee binds Grantee, Grantee's heirs, successors and assigns to the terms, conditions and contents of the Declaration of Restrictions of Sea Oats Club recorded in the Charleston County R.M.C. office in Book S155, Page 261, and the By-Laws of Sea Oats Homeowner's Association recorded in Book S155, Page 265, Charleston County R.M.C. and any subsequent amendments thereto.

Limited Warranty as to the Dwelling

Grantor warrants that it or the dwelling contractor will, for a period of one year from the date hereof, repair any structural portion of the dwelling, not covered by a manufacturer's warranty, which is found to be defective in material or workmanship. This limited warranty on the dwelling is in lieu of all other warranties, express or implied, including, but not limited to, any warranty of habitability, merchantability, or fitness for purpose.

By acceptance of this deed and agreement with the terms herein, the parties hereby acknowledge that all of the agreements between Grantor and Grantee are to be construed in accordance with the laws of the State of South Carolina and Grantor and Grantee hereby bind their heirs, administrators, executors, successors and assigns to all of the agreements and terms above.

WITNESS the Grantor's hand and seal this 28th day of June, 1989.

Signed, Sealed and Delivered  
in the Presence of:

  
As to Grantor

  
As to Grantor

THE FIRST SERVICE CORPORATION OF S.C.

By:  (SEAL)  
Its VICE-PRESIDENT

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND      )

PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn, deposes and says that (s)he saw the within named The First Service Corporation of S.C., by Joseph D. Mot, its Assistant Vice President, sign, seal and as their act and deed deliver the within instrument and that (s)he with the other witness signing above witnessed the execution thereof.

Edward A. Johnson

SWORN to before me this

12 day of July, 1986.

Ray Jackson (L.S.)  
Notary Public for South Carolina

My Commission Expires 5/21/90



Woodward, Leventis  
P. Box 11730  
Columbia, S.C.  
29211

EB  
mcc

BK-S 155 PG 267

FILED, INDEXED & RECORDED  
5155-261  
1988 JUL 10 PM 4 25

ROBERT N. KING  
REGISTER MESNE CONVEYANCE  
CHARLESTON COUNTY, S.C.

Rest  
+ before 7.00  
Post 30  
7.30

Woodward, Leventis  
P.O. Box 11730  
Columbia, SC 29211