

Block A of Preston Road, which shall be twenty (20') feet and the building setback line of lot one (1), Block B on Preston Road, which shall be twenty (20') feet. No building except a detached garage shall be located nearer than ten (10') feet to any side lot line and no building of any kind shall be located nearer than five (5') feet to a rear lot line but a detached garage located sixty (60') feet or more from the minimum building set back line may be located not closer than five (5') feet from the side lot line not nearer than five (5') feet to the rear lot line. On corner lots a determination as to which portion of the lots is the front lot line shall be determined by the **Atlantic Coast Life Insurance Company** or by its duly appointed agent. If an owner shall elect to use two or more lots for one residence, the boundary line between the lots so used shall be regarded as none-existing for the purpose of determining side lot lines and the setback of the structure. For the purpose of this covenant, eaves and steps located or situated on a street side of a residence shall not be considered as part of said residence, but nothing herein contained shall be construed to permit any portion of a building to encroach upon another lot period. The setback and sideline provisions as herein set forth may be altered by the sub divider, **Atlantic Coast Life Insurance Company**, provided such alteration does not exceed ten (10%) percent of the distance as shown above.

8. No dwelling or residence shall be erected or placed on a corner lot, as shown on the plat herein above referred to, unless such dwelling or residence is placed diagonally on the lot so as to face the street corner; provided, however, that these covenants and restriction shall not apply to dwellings on lots numbered one (1) and twenty-three (23) of block A, which dwelling shall face Robert E. Lee Boulevard and lot number three (3) of Block C, which shall be permitted to face either diagonally as herein provided or shall face Bonham or Trapier Drive.

9. All dwellings, residences or homes situated on lots numbered one (1) through twenty-nine (29), inclusive, of Block B shall face and front on Robert E. Lee Boulevard.

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

11. No trailer, basement, tent, shack, garage, barn, or other building or outbuilding placed or erected in the tract or on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence, nor shall any dwelling house be occupied unless fully completed.

12. No one-story or story and one-half dwelling shall be permitted on any lot which contains less than twelve hundred (1200') square feet of living space on the first or ground floor, which said living space shall be exclusive of porches, porte-cocheres, breezeways and garages. No dwelling of two stories or two and one-half stories shall be permitted on any lot containing less than thirteen hundred fifty (1350') square feet of living space, which said living space shall be exclusive of porches, porte-cocheres, breezeways and garages.

13. The lot or lots as shown on said plat shall not be divided or subdivided, nor shall any portion or any less than the whole of any one lot be sold or conveyed save that a lot may be subdivided into two portions which portions shall be owned by the respective owners of the two adjoining lots on each side, so as to become parts thereof, provided, however, that only one dwelling may be erected on the whole of the property thus combined into one lot.

14. Easements are hereby reserved on, over, under, above, and thru such lots as are shown on the plat herein above referred to for drainage, water, sewage instillation and maintenance and for other utility purposes and easements are further reserved for aforesaid purposes of five (5') feet in width along each side lot line and five (5') feet in width along each rear lot line as shown on the aforesaid plat. For the purposes of this covenant and these covenants and restrictions, any lot line that intersects or touches a front line as determined by the sub divider **Atlantic Coast Life Insurance Company**, shall be considered as a side lot line, provided, however, that in an event a lot is divided into two portions which shall be owned by the respective owners of the two adjoining lots on each side so as to become parts thereof, or if an owner shall use two or more lots for one residence, the easements herein reserved along the former side lot line or side lots lines shall be extinguished.

15. No fence or wall over thirty-six (36") inches in height shall be placed on the part of the lot between the front line or lines and the front line of the house, or along the front lot line, excluding porches, unless such fence or wall shall be approved by the sub divider, by its duly appointed representative, by the committee, or by the representative of said committee, as set forth in Paragraph 6 of these restrictions.
16. No sign boards of any descriptions shall be displayed on the lots herein described with the exception of signs "For Sale" or "For Rent" which signs shall not exceed two (2') feet by three (3') feet in size and not more than two (2) "For Sale" or "For Rent" signs shall be on one lot at the same time, and the said **Atlantic Coast Life Insurance Company**, its agents, employees, successors and assigns, reserve the right to enter upon the premises and remove from the lot any signs in violation of the foregoing.
17. All sewage disposals shall be by septic tank, meeting the specifications and approval of the Charleston County Board of Health and the State of South Carolina, until such time as a public sanitary system becomes available.
18. Septic tanks, wells and water pumps shall be arranged and installed on each lot so as to have the minimum effect possible on adjoining lots.
19. No stagnate water, stale garbage, or any other unsanitary or unhealthy condition conducive to the breeding of mosquitoes or flies, or otherwise prejudicial to health, on any lots as shown on said plat, shall be permitted by the owner of such lot.
20. No animals or poultry, except house pets, shall be kept or maintained on any lot hereby conveyed.
21. No used building which has been torn down and removed in units from any other location shall be erected or placed on any lot or lots, but this shall not prevent the erection of a building from material which may have been salvaged from other buildings.
22. No dwellings or residence shall be erected in which asbestos shingles are used as the predominant material in exterior wall covering.
23. No dwelling or residence shall be erected which has an exterior finish in concrete blocks, cinder blocks, slag bogs of other similar masonry block, unless said exterior shall be stuccoed on the outside.
24. The sub divider, **Atlantic Coast Life Insurance Company**, is not bound by any representation touching or affecting any lot as shown on said plat which is not expressly set forth therein.
25. These covenants and restrictions are not applicable to any other lands owned by the sub divider on James Island or elsewhere other than the lots as shown on the plat hereinabove referred to.
26. The sub divider referred to in these covenants and restrictions is **Atlantic Coast Life Insurance Company**, and all papers or instruments, plans and specifications provided for herein shall be filed with or submitted to the sub divider at 149 Wentworth Street, Charleston, South Carolina.
27. These covenants and restrictions may be altered, modified, cancelled or changed at any time by the written consent of a majority of the recorded owners of the lots in this subdivision known as "Fort Johnson Estates".

IN WITNESS WHEREOF, ATLANTIC COAST LIFE INSURANCE COMPANY has caused this instrument of a restrictive character to be executed in its name by Y.W. Scarborough, its President, and R.B. Scarborough, its Secretary, as its official act and deed, and its official seal to be hereto affixed this 31 day of December 1955.

ATLANTIC COAST LIFE INSURANCE COMPANY

BY _____

Y.W. SCARBROUGH, PRESIDENT

In the presence of:

R. B. SCARBROUGH, SECRETARY

STATE OF SOUTH CAROLINA,
COUNTY OF CHARLESTON,

PERSONALLY appeared before me _____ and made oath that she saw the within named ATLANTIC COAST LIFE INSURANCE COMPANY by Y.W. Scarborough, its President, sign the within Restrictive Covenants and R.B. Scarborough, its Secretary, attest the same, and the said Corporation, by said officers, seal said Restrictive Covenants, and, as its act and deed deliver the same, and that she with _____ witnessed the execution thereof. _____.

SWORN to before me this
31st day of December 1955

_____ (seal)

NOTARY PUBLIC FOR SOUTH CAROLINA

