

K 81 235

D 7/31/64 R 10/14/64

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

COVENANTS AND RESTRICTIONS

1. ATLANTIC COAST LIFE INSURANCE COMPANY, a South Carolina corporation, hereby declares that these covenants and restrictions shall run with the land and shall be binding on all persons claiming under them or in in the development known as "FORT JOHNSON ESTATES ADDITION" as shown on a plat made by E. M. Seabrook, Jr. dated June 8, 1964 and to be contemporaneous, recorded herewith in the R.M.C. Office for Charleston County.

2. These covenants and restrictions are to run with the land and are to be binding until January 1, 1981, at which time they shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants and restrictions in whole or in part.

3. Upon the violation of any covenant or restriction, or upon the attempted violation of any of said covenants, it shall be lawful for any person or persons, firm, corporation or corporations, owning any lot or other property situated in said development or subdivision to prosecute any proceeding at law or in equity against such violator and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

5. No lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half (2 1/2) stories in height, and a private garage for not more than four (4) cars and other buildings incidental to residential use.

6. No building of any kind or description shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plans showing the location of such building have been approved in writing as to material to be used, conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography, finished ground elevation, and as to location or placement on the lot by the subdivider or by its duly appointed representative, or if the subdivider does not serve, or appoint its representative as herein set out, by a committee appointed by a majority of the lot owners, (each owner to have one vote for each lot owned) or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event the subdivider or its appointed representative, or said committee, or its designated representative, fails to approve or disapprove such design, location and material within ten (10) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have

been fully complied with. Neither the subdivider, its representative, nor the members of such committee, nor its designated representative, shall be entitled to any compensation for service performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1981. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

7. No residence or building shall be located on any residential building lot nearer than twenty five (25') feet to the front lot line. 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 setback line may be located not closer than five (5') feet from the side lot line nor nearer than five (5') feet to the rear lot line. 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 non-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 situate on the street side of a residence shall not be considered as a part of said residence but nothing herein contained shall be construed to permit any portion of a building to encroach upon another lot. The setback and side line provisions as herein set forth may be altered by the subdivider, Atlantic Coast Life Insurance Company, provided such alteration does not exceed ten (10%) per cent of the distance as set forth above.

8. All dwellings, residences or homes situate on the lots as shown on said plat shall face and front on Preston Road.

9. 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.

10. 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 a temporary character be used as a residence, nor shall any dwelling house be occupied unless fully completed.

11. No one-story dwelling shall be permitted on any lot which contains less than fifteen hundred (1,500') 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 one and one-half, two or two and one-half stories shall be permitted on any lot containing less than eleven hundred (1,100') square feet of living space on the first floor which said living space shall be exclusive of porches, porte-cocheres, breezeways and garages.

12. None of the said lots shall be subdivided nor its boundary lines changed from the location on said plat hereinabove referred to; provided, however, that this reservation shall not apply to a situation where a resurvey of any lot or lots shall disclose errors of survey or draftsmanship in the subdivision plat dated June 8th, 1964, or where through inadvertent bona fide error or mistake in precise and exact calculation by surveyor and/or a contractor, a permissible structure is erected either upon a lot line or so close to the same as to constitute a violation of Paragraph 7; and the boundary line re-adjustment made necessary by such error or mistake is relatively minor leaving the general layout of the subdivision as a result of such change substantially unaffected; nor shall any portion of or any less than the whole of any of said lots be sold or conveyed save that any lot may be subdivided into two portions which portions shall be owned by the respective owners of the two adjoining lots on each side thereof so as to become parts thereof; provided, however, that only one private detached single-family dwelling or one permissible structure; with other permissible buildings may be erected on the whole of the property, thus, combined into one lot.

13. Easements are hereby reserved on, over, under, above and through such lots as are shown on the plat hereinabove referred to for drainage, water and sewage installation and maintenance and for other utility purposes and easements are further reserved for the aforesaid purposes of five (5') feet in width along each side lot line. Provided, however, that in the 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 lot lines shall be extinguished.

14. No fence or wall over thirty-six (36") inches in height shall be placed on that part of the lot between the front lot 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 subdivider, by its duly appointed representative, by the committee, or by the representative of said committee, as set forth in Paragraph 6 of these restrictions.

15. No sign boards of any description 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.

16. All sewage disposal shall be by septic tank, meeting the specifications and approval of the Charleston County Board of Health and of the Board of Health of the State of South Carolina, until such time as a public sanitary system becomes available.

17. 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.

18. No stagnant 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 lot as shown on said plat, shall be permitted by the owner of such lot.

19. No animals or poultry, except house pets, shall be kept or maintained on any lot hereby conveyed.

20. 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.

21. No dwelling or residence shall be erected in which asbestos shingles are used as the predominant material in exterior wall covering.

22. No dwelling or residence shall be erected which has an exterior finish of concrete blocks, cinder blocks, slag blocks or other similar masonry blocks, unless said exterior shall be stuccoed on the outside.

23. The subdivider, 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 herein.

24. These covenants and restrictions are not applicable to any other lands owned by the subdivider on James Island or elsewhere other than the lots as shown on the plat hereinabove referred to.

25. The subdivider 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 subdivider at 149 Wentworth Street, Charleston, South Carolina.

26. 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 as shown on said plat of E. M. Seabrook, Jr.

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 July, 1964.

ATLANTIC COAST LIFE INSURANCE COMPANY

BY

Y. W. Scarborough

Y. W. Scarborough, President

R. B. Scarborough
R. B. Scarborough, Secretary

In the presence of:

[Signature]

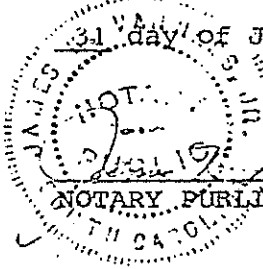
Justice K. Mullaugh

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me Linda L. Petit
and made oath that she saw the within named ATLANTIC COAST LIFE INSURANCE
COMPANY by Y. W. Scarborough, Jr., 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 Myrtice K. Meillard witnessed the execution
thereof.

Linda L. Petit

SWORN to before me this
31 day of July, 1964.

 (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

Stoney & Stoney

300-11-11-11-11

Q-152

3-1-26.-38

plat 2/4

✓
P

Filed, Indexed and Recorded
Oct. 14 1938 11:05
DATE TIME
Book 142 Page 2155
Arthur J. ...
Register Home Conveyances
Charleston County, S. C.

COUNTY OF CHARLESTON

COVENANTS AND RESTRICTIONS
OF

PORT JOHNSON ESTATES ADDITION
Arthur J. ...
and

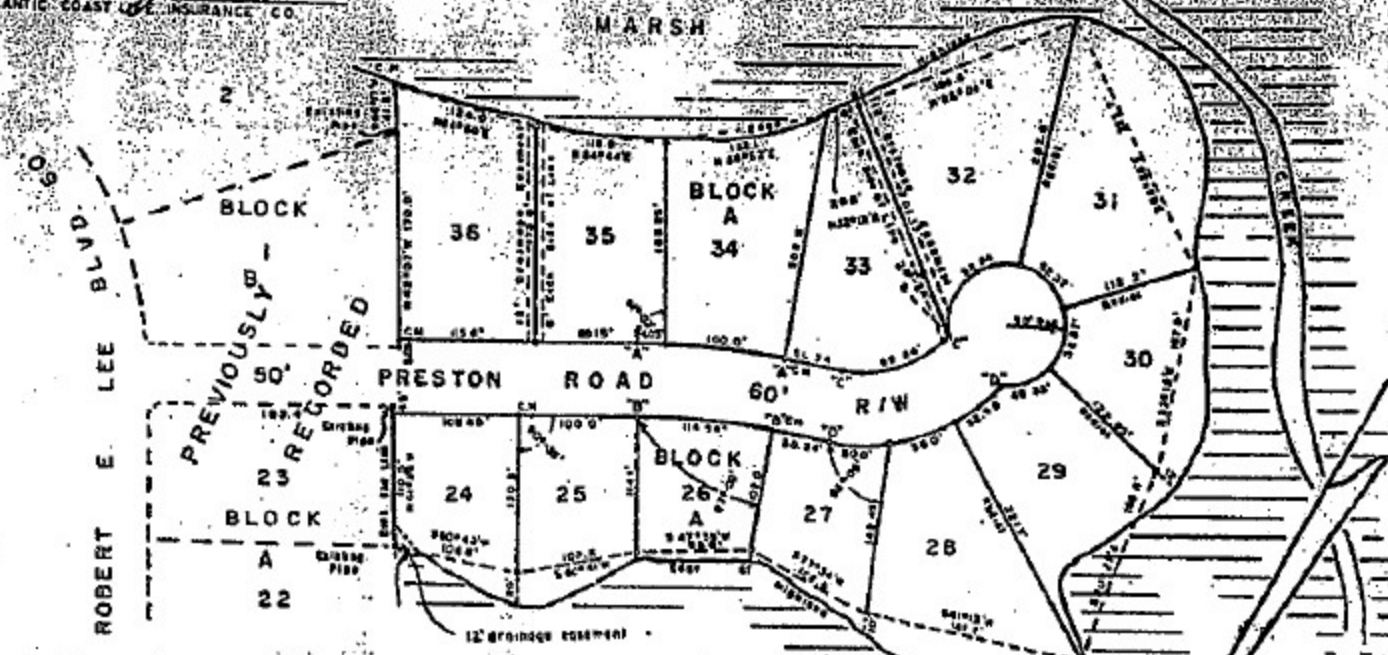
(ORIGINAL)

STONEY AND STONEY
ATTORNEYS AT LAW
51 BROAD ST.
CHARLESTON, S. C.

REC'D CHARLESTON S. C. 51576

THE ATLANTIC COAST LIFE INSURANCE CO.
 CIVIL ENGINEER & LAND SURVEYOR
 S. C. REG. NO. 1212

E. M. SEABROOK, JR.
 CIVIL ENGINEER & LAND SURVEYOR
 S. C. REG. NO. 1212



CURVE DATA					
CURVE	A	B	T	L	R
A-A	10°-00'	8.004'	82.82'	125.03'	715.79'
B-B	10°-00'	8.737'	87.37'	114.34'	858.79'
C-C	38°-30'	37.149'	53.86'	108.84'	100.27'
D-D	56°-30'	35.740'	86.12'	157.99'	160.27'

MARSH
Carole H. Egerton
 Charleston County Planning Board
 DATE: 7 Oct 1964.

FORT JOHNSON ESTATES ADDITION

JAMES ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA
 LOTS 24 25 26 27 28 29 30 31 32 33 34 35 AND 36, BLOCK A
 SCALE: 1" = 100'
 JUNE 8, 1964

E. M. Seabrook, Jr.
 E. M. SEABROOK, JR.
 CIVIL ENGINEER & LAND SURVEYOR
 1375

THIS PROPERTY OWNED BY
 THE ATLANTIC COAST LIFE INSURANCE CO.