

11-23-1986

PLANNING BLVD
WEST LANE



City of Palms
Office of Planning & Community Development
11-23-1986
E.M. SEABROOK, JR., INC.
ENGINEER - SURVEYOR - PLANNING

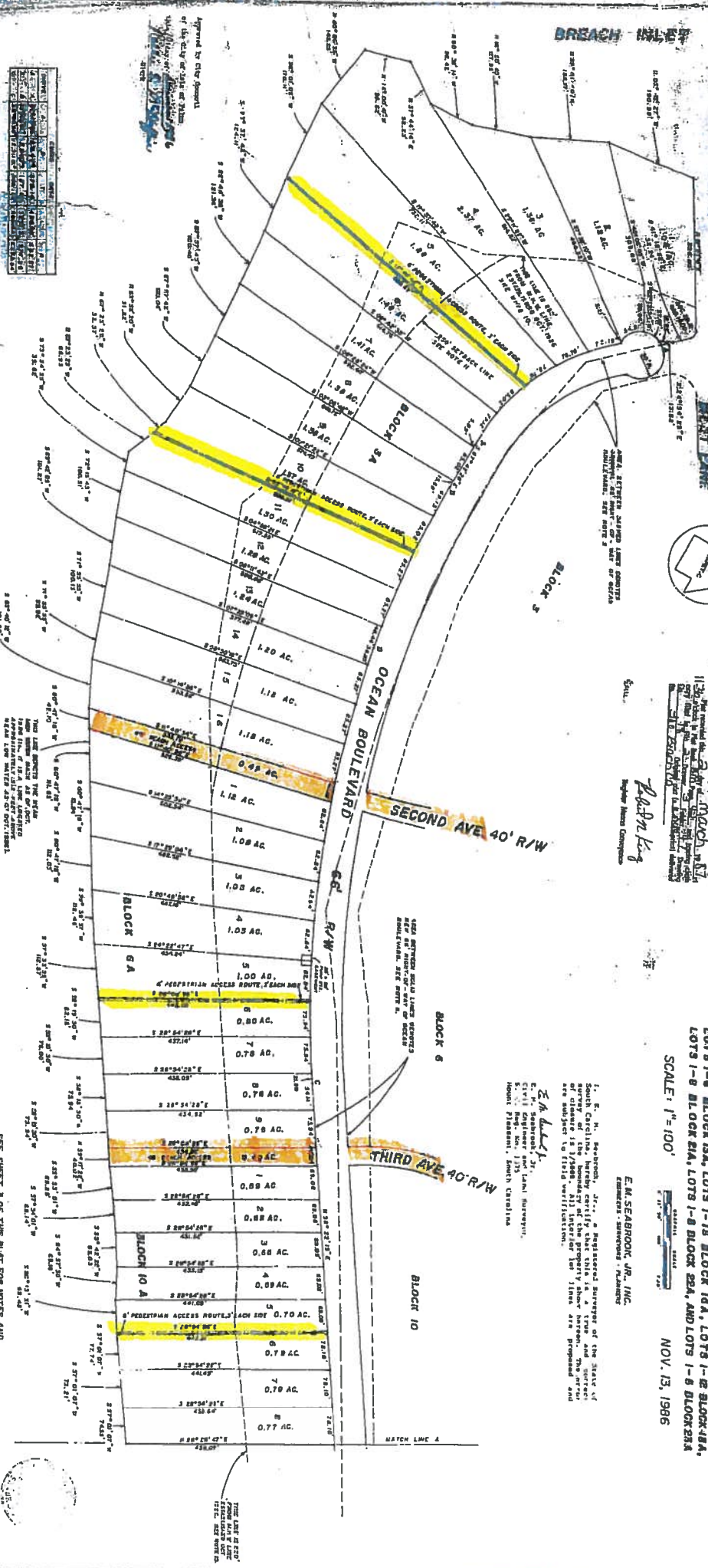
CITY OF ISLE OF PALMS CHARLESTON COUNTY, S.C.

PLAN OF LOTS 1-18 BLOCK 5A, LOTS 1-8 BLOCK 6A, LOTS 1-8 BLOCK 10A,
LOTS 1-8 BLOCK 5A, LOTS 1-18 BLOCK 10A, LOTS 1-8 BLOCK 18A,
LOTS 1-8 BLOCK 21A, LOTS 1-8 BLOCK 25A, AND LOTS 1-8 BLOCK 28A
SCALE: 1" = 100'
NOV. 13, 1986

E.M. SEABROOK, JR., INC.
ENGINEER - SURVEYOR - PLANNING

I, E.M. Seabrook, Jr., a Registered Surveyor of the State of South Carolina, do hereby certify that the boundary of the property shown herein, the area and acreage of the same, and the location of the lines are as shown and are correct as of the date hereof.

E.M. Seabrook, Jr.
Surveyor
No. 175
Mount Pleasant, South Carolina



Block	Lot	Area (Ac.)	Dimensions
BLOCK 5A	1	1.36 AC.	136' x 100'
	2	1.36 AC.	136' x 100'
	3	1.36 AC.	136' x 100'
	4	1.36 AC.	136' x 100'
	5	1.36 AC.	136' x 100'
	6	1.36 AC.	136' x 100'
	7	1.36 AC.	136' x 100'
	8	1.36 AC.	136' x 100'
BLOCK 6A	1	1.00 AC.	100' x 100'
	2	1.00 AC.	100' x 100'
	3	1.00 AC.	100' x 100'
	4	1.00 AC.	100' x 100'
	5	1.00 AC.	100' x 100'
	6	1.00 AC.	100' x 100'
	7	1.00 AC.	100' x 100'
	8	1.00 AC.	100' x 100'
BLOCK 10A	1	0.70 AC.	70' x 100'
	2	0.70 AC.	70' x 100'
	3	0.70 AC.	70' x 100'
	4	0.70 AC.	70' x 100'
	5	0.70 AC.	70' x 100'
	6	0.70 AC.	70' x 100'
	7	0.70 AC.	70' x 100'
	8	0.70 AC.	70' x 100'

STREET EXTENSIONS
Pedestrian Access Routes

ATLANTIC OCEAN

BLK L 172621
City of Isle of Palms
Final Plat

Approved for the City of Isle of Palms by
J. M. Seabrook, Jr., Inc.
Contractors & Surveyors, P.L.C.
Surveyors and Planning Consultants
1100 Peachtree Street, N.E., Atlanta, Georgia 30309
L. M. Seabrook, Surveyor
Report No. 108-123



LEGEND

DESCRIPTION	SECTION	AREA	PERMITS
1.00' R/W	1.00' R/W	1.00' R/W	1.00' R/W
2.00' R/W	2.00' R/W	2.00' R/W	2.00' R/W
3.00' R/W	3.00' R/W	3.00' R/W	3.00' R/W
4.00' R/W	4.00' R/W	4.00' R/W	4.00' R/W
5.00' R/W	5.00' R/W	5.00' R/W	5.00' R/W
6.00' R/W	6.00' R/W	6.00' R/W	6.00' R/W
7.00' R/W	7.00' R/W	7.00' R/W	7.00' R/W
8.00' R/W	8.00' R/W	8.00' R/W	8.00' R/W
9.00' R/W	9.00' R/W	9.00' R/W	9.00' R/W
10.00' R/W	10.00' R/W	10.00' R/W	10.00' R/W

CITY OF ISLE OF PALMS CHARLESTON COUNTY, S.C.

FINAL PLAT
PLAT OF LOTS 1-18 BLOCK 3A, LOTS 1-9 BLOCK 6A, LOTS 1-8 BLOCK 10A,
LOTS 1-6 BLOCK 15A, LOTS 1-15 BLOCK 16A, LOTS 1-12 BLOCK 18A,
LOTS 1-8 BLOCK 21A, LOTS 1-8 BLOCK 22A, AND LOTS 1-8 BLOCK 23A
SCALE 1"=100'
JANUARY 9, 1988

E. M. SEABROOK, JR., INC.
CONTRACTORS & SURVEYORS, P.L.C.

J. M. SEABROOK, JR.
SURVEYOR
1100 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309
L. M. SEABROOK, SURVEYOR

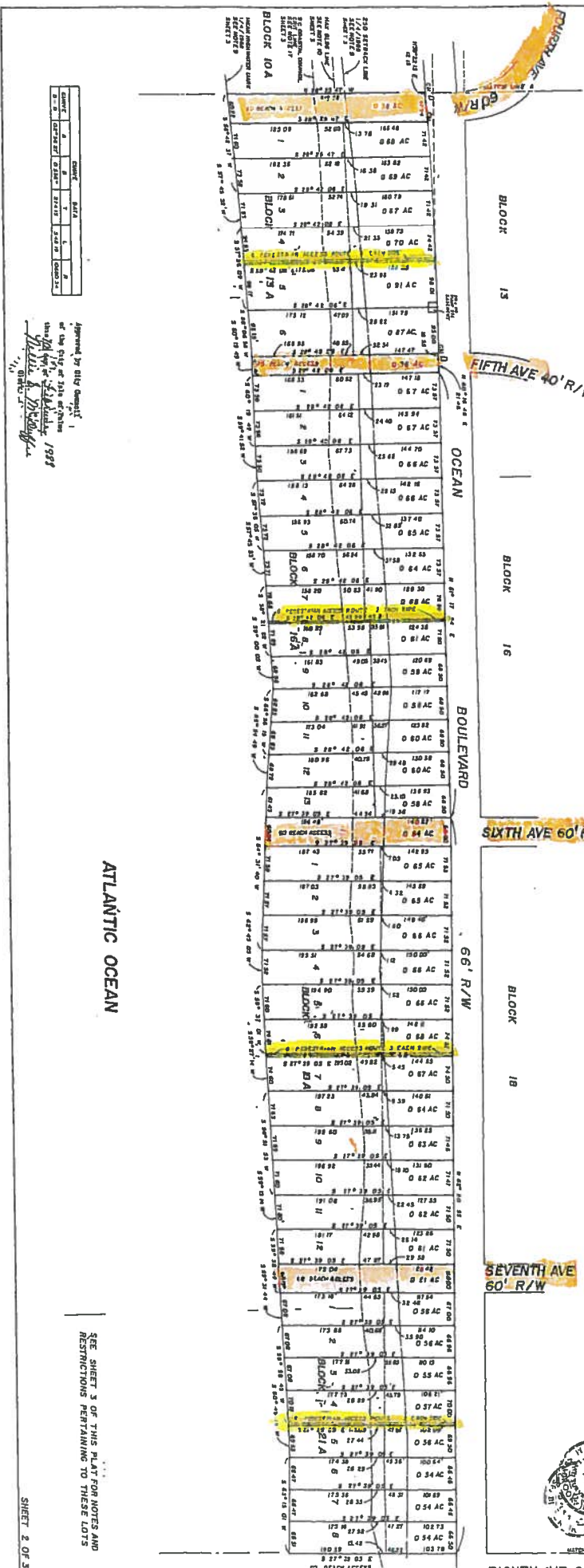


BLK	LOT	ACRES	AREA
13	1	0.34	10000
13	2	0.34	10000
13	3	0.34	10000
13	4	0.34	10000
13	5	0.34	10000
13	6	0.34	10000
13	7	0.34	10000
13	8	0.34	10000
13	9	0.34	10000
13	10	0.34	10000
13	11	0.34	10000
13	12	0.34	10000
13	13	0.34	10000
13	14	0.34	10000
13	15	0.34	10000
13	16	0.34	10000
13	17	0.34	10000
13	18	0.34	10000

Approved by City Council
at the City of Isle of Palms
January 11, 1988
J. M. Seabrook, Jr.
Mayor

ATLANTIC OCEAN

SEE SHEET 3 OF THIS PLAT FOR NOTES AND RESTRICTIONS PERTAINING TO THESE LOTS



KE 67-8150

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS,
AND RESTRICTIONS

WHEREAS, OCEAN BOULEVARD PROPERTIES, A SOUTH CAROLINA LIMITED PARTNERSHIP, ("DEVELOPER") is the owner of a tract of land comprised of nine ocean-front blocks of property along the seaward right-of-way of Ocean Boulevard on the Isle of Palms, South Carolina, which blocks extend generally from Beach Inlet Bridge to Tenth Avenue; and

WHEREAS, a Plat of such blocks, which have been subdivided into lots (the "Lots") and street rights-of-way, was prepared by E.M. Seabrook, Jr., Inc. as of November 13, 1986 and is recorded in the Charleston County RMC Office in Plat Book BM at Pages 42, 43, and 44 (the "Plat"); and

WHEREAS, the Plat is the "conditional" Plat under the Isle of Palms ordinances and the "final" Plat is expected to be approved once all improvements serving the Lots are completed; and

WHEREAS, the DEVELOPER desires to impose certain fundamental restrictive covenants (the "Covenants") upon the Lots and other property shown and described on the Plat; and

WHEREAS, the restrictions hereinbelow set forth are imposed so as to enhance the value and exclusivity of the Lots for the benefit of the current and future Lot owners of the Lots shown on the Plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the DEVELOPER, in consideration of the premises and other good and valuable consideration, does hereby declare that the Covenants contained herein shall be covenants running with the land and shall apply to and be imposed upon the real property more fully described below, and all of the Lots and property on the Plat shall be held, transferred, sold, conveyed, donated, leased, occupied and used subject to the restrictions, covenants, easements and conditions as set forth below:

1. THE PROPERTY The real property subject to the within restrictions, covenants, easements, and conditions may be described as:

All the residential Lots, pedestrian access routes and street extensions shown on that certain Plat by E.M. Seabrook, Jr., Inc. dated November 13, 1986 and recorded

in the Charleston County RMC Office in Plat Book BM at Pages 42, 43 and 44 on March 2, 1987, the said Lots being all those certain lots in Blocks 3A, 6A, 10A, 13A, 16A, 18A, 21A, 22A, and 23A on the Plat. (It is the intention of the DEVELOPER that these Restrictions likewise apply fully to the Plat of such real property as may receive final approval by the City Council of Isle of Palms, South Carolina.)

2. **BINDING EFFECT** The developer for each Lot within the subdivision as shown on the Plat hereinafter covenants and each owner of any Lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, be deemed to covenant and agree to all of the terms, conditions, and provisions shown and noted on the Plat and to all of the terms, conditions, and provisions of this instrument being recorded in the RMC Office for Charleston County in Book ~~51~~ at Page 150. Any inconsistency between the Plat and these Covenants shall be resolved by reference to this instrument.

E 167

3. **DEFINITIONS**

a. "Lot" means any Lot shown on the Plat of November 13, 1986 recorded in Plat Book BM at Pages 42, 43 and 44 and as shown on the plat of the Lots to be given final approval by the City Council of Isle of Palms, South Carolina.

b. "Owner" means the record owner, whether one or more persons or entities of the fee simple title to any Lot shown on either the Plat, including contract sellers or buyers but excluding any person having such interest merely as security for the performance of an obligation.

c. "pedestrian access routes" and "street extensions" shall mean the pedestrian access routes and street extensions marked on the Plat and traversing areas thereon from the seaward edge of the Ocean Boulevard right-of-way to the mean high watermark of the Atlantic Ocean.

d. "DEVELOPER" shall mean OCEAN BOULEVARD PROPERTIES, A SOUTH CAROLINA LIMITED PARTNERSHIP.

e. "Mean high water mark" as used herein means the mean high water mark determined by accurate measurement from time to time by a registered land surveyor.

CKE 67-6152

f. "Plat" shall include the aforementioned Plat recorded in the Charleston County RMC Office in Book BM, pages 42-44 as well as the final, approved Plat of such property, unless the wording, context, and plain meaning hereof would indicate otherwise.

4. **RESIDENTIAL USE OF PROPERTY** All Lots shown on the Plat shall be known and described as single family residential property and shall be used only for such single family residential purposes consistent with this instrument and all applicable laws.

5. **STREET EXTENSIONS AND PEDESTRIAN ACCESS ROUTES/EASEMENTS** As noted on the Plat, the pedestrian access routes are provided for beach access with one-half of the easement area falling on each of two adjoining Lots throughout the several blocks in question, as shown more fully on the Plat. These easement areas may not be blocked in any way by the Lot owners though they may be landscaped in ways so as not to materially interfere with or impede beach access from Ocean Boulevard to the mean high watermark of the Atlantic Ocean. At no time may any permanent structures of any type whatsoever be placed or erected within the pedestrian access routes.

The street extensions shown on the Plat are intended to be easements in favor of the general public of South Carolina for beach access, and may not be blocked or disturbed by any person at any time. No structures of any kind whatsoever may be erected or constructed within the street extensions by any Lot owner.

6. **SETBACKS AND BUILDING LINES** It is the intent of this instrument to be, when appropriate, generally consistent though not identical with the criteria and requirements of the Zoning Ordinance, Building Code, Beach and Sand Dune Protection Ordinance of 1974, and other applicable laws, ordinances, and regulations of the City of Isle of Palms, South Carolina. When the within covenants are inconsistent with those ordinances, laws or regulations, the more restrictive provision shall control and apply.

With regard to setback requirements for house structures from the side Lot lines, all houses and garage structures shall be set back at least 10 feet from the side Lot lines (i.e., the lines on the Plat that extend from the seaward edge of the Ocean Boulevard right-of-way to the mean high water mark of the ocean/inlet).

The setback requirement for the landward side of main house structures from the Ocean Boulevard right-of-way shall be (a) either 85 feet from Ocean Boulevard, or (b) one-third of the distance from a point 250 feet landward of the mean high water mark at the time the building permit is sought, whichever location shall be closer to the said right-of-way.

For the purpose of determining compliance or non-compliance with the foregoing setback requirements, terraces, stoops, eaves, wing-walls, boardwalks, and steps extending beyond the outside wall or a structure shall not be considered as a part of the structure. All detached garages must be located to the rear (i.e., landward) side of the main dwelling house structure.

7. **NO DUPLEXES, ETC.** No duplex type house, geodesic dome, "A"-Frame or "TP" structure shall be erected, constructed, or occupied on any Lot shown on the Plat. The DEVELOPER's reasonable determination as to what constitutes same shall be controlling. Excepting temporary construction purposes herein provided for, no mobile home be erected or located on any Lot.

8. **DENSITY** No residential home may be erected or occupied having less than 2,000 square feet of heated and cooled space under one roof. Among other areas not included in areas making up such minimum density shall be garages (whether or not heated), decks, open or screened porches, outside steps, patios, attics or areas in a detached structure.

9. **DUNE CONSERVANCY AREA** The areas both seaward of a line 250 feet landward of and parallel to the mean high water mark of the Atlantic Ocean (as the same may change from time to time) and seaward of a line 250 feet from the seaward edge of the Ocean Boulevard right-of-way, shall constitute the "Dune Conservancy Area." Except as herein provided, no structures may be erected within this Dune Conservancy Area. This restriction has for its intent the preservation, restoration, and enhancement of the beach and dune system in the areas denominated as within the Dune Conservancy Area. The foregoing restriction is not intended to prevent a Lot owner from erecting within such areas walkways, boardwalks, dune cross-overs, sand fencing, armoring devices, and any other non-house structure as may be permissible from time to time under the South Carolina Coastal Council Guidelines and Regulations as well as the City of Isle of Palms Ordinances. Furthermore, nothing herein is intended to prevent a Lot owner from using within such areas any and all lawful erosion control devices or procedures. Nor is anything intended to prevent within such areas, any Lot owner from adding compatible materials or landscaping.

10. WALLS AND FENCES No walls, fences, copings, retaining walls, out buildings, billboards or other similar structures shall be erected or maintained on any of the Lots at a height greater than 8 feet at any point between the seaward face of the main house structure and the mean high watermark.

11. NO SUBDIVISION OF LOTS The Lot or Lots referred to herein shall not be subdivided so as to reduce the size of any Lot, nor shall any portion less than the whole of any one Lot be sold or conveyed, save that a Lot may be subdivided into parts or portions which shall be owned by the respective adjacent Lot owners to the Lot which is subdivided, so that the Lot which is subdivided shall be and become part of the adjacent Lots thereto. In the event there is a re-subdivision of the said Lots so as to increase the size of any of the said Lots herein referred to, the said Lots with increased size shall be considered as one Lot for the purpose of these restrictions, and shall be subject to the restrictions, conditions, and limitations herein imposed on single Lots.

12. REVIEW AND APPROVAL OF PLANS No building, house, fence, wall or other structure shall be commenced, erected or maintained upon any Lot shown on the Plat nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the DEVELOPER and approved in writing as to the harmony of the external design, materials, size, height, style and location in relation to the surrounding structures and topography. The DEVELOPER shall deliver or mail approval or disapproval of submitted plans and specifications within 15 business days of their submittal in writing and receipt by DEVELOPER. In its sole discretion DEVELOPER may designate a registered architect to make the decisions herein called for and/or to advise the DEVELOPER. The decision of the DEVELOPER or its designee shall be final and binding.

13. LIVESTOCK No animals, livestock or poultry of any kind shall be raised, bred, or maintained on any Lot except household pets in reasonable numbers belonging to the owners of the Lot. Such household pets must not constitute a nuisance or cause unsanitary conditions or any undesirable situation to any neighboring property or owners.

14. OFFENSIVE ACTIVITIES No noxious, offensive or illegal activity shall be carried on (or allowed to be carried on) upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lot owners along

Ocean Boulevard.

15. TEMPORARY STRUCTURES No structure of a temporary nature shall be erected, used, or allowed to remain on any Lot and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently; provided, however, sheds, temporary structures or trailers may be used during construction only, not to exceed twelve (12) months.

16. AESTHETICS All residential utility service and lines to a residence shall be underground and all fuel tanks must be either buried, walled, or screened from view from Ocean Boulevard and neighboring Lots. Clothes lines, garbage cans, equipment and air conditioning units on ground level shall be screened so as to conceal them as completely as practicable from the view of neighboring lots, roads, streets, waterfront or dune areas. Plans for all screens, walls, and enclosures must be approved in writing by the DEVELOPER as aforesaid.

17. ANTENNAS No radio or television transmission towers or antenna shall be erected or permitted to remain within any Lot or on any structure where it can be seen from the street (excepting only a customary receiving antenna which shall not exceed 10 feet in height). Satellite or other type dish antennas shall not be allowed.

18. TRAILERS, TRUCKS, AND SCHOOL BUSES No house trailers, mobile homes, campers, "recreational vehicles" or other habitable motor vehicles of any kind, school or other buses, trucks, tractors, or commercial vehicles shall be kept, stored, or parked overnight either on any street or on any Lot except within the enclosed garage of a structure.

19. UNSIGHTLY MATERIAL No litter or other material of an unsightly nature, not natural to a well-kept and sightly neighborhood may be retained or allowed to remain on any of the Lots. If such litter or other materials are found on any of the Lots, the same shall be removed by the Lot owner at the Lot owner's expense upon written request of the DEVELOPER or any other Lot owner.

20. SEWAGE SYSTEM All sewage disposal shall be disposed of through the Isle of Palms Water Company, its successors and assigns and not septic tanks.

21. RESERVATION OF EASEMENTS Permanent, commercial, transmissible easements for the installation, maintenance, and replacement of all utilities, drainage and pumping station facilities and equipment are hereby reserved over the area shown on the Plat and final Plat and within 10 feet of each side Lot line and within 10 feet the street side Lot line. Within these easement areas no structures, planting or other materials shall be placed or permitted to remain which may materially damage or interfere with the installation and/or maintenance and/or replacement of any utilities, drainage, pumping station, and/or sewer and water facilities. The easement area shall be maintained continuously by the owners of the Lots except for improvements for which a governmental authority or a private utility company are responsible.

The DEVELOPER reserves to itself the right, at any time or times, if it shall so desire, along with a permanent, commercial, transmissible easement for that purpose, to lay, erect, and/or construct, and/or permit, and/or cause to be laid, erected, and/or constructed, water, and/or gas mains and pipes, and/or conduits, drains, drainage pipes or ditches, sewer lines or pipes and/or telephone, telegraph, cable television and/or electrical poles, and/or wires and/or conduit or pipes, and/or public or quasi-public utilities, functions and/or instrumentalities, and/or any other conveniences consistent with the development of the Lots or any part thereof, and/or any one or more of them, beneath, along, above and/or over the surface of the ground, either along the side boundary line within ten (10) feet of any side boundary line of any Lot or within ten (10) feet of any street side line of any of the said Lots herein referred to, with the further right to enter upon the Lots and streets for the purpose of locating, constructing, erecting, maintaining, replacing, and/or removing the same, and/or causing, and/or permitting such things to be done. Any or all of the rights, powers, titles, easements, privileges, and/or estates reserved or given to the DEVELOPER hereunder are reserved and given as the case may be to it, its successors and assigns, and may be assigned to any one or more corporations, legal entities, individuals, associations, municipalities, governmental agencies or departments.

★ 22. STREET EASEMENT RESERVATION The DEVELOPER expressly reserves to itself title to the streets, street extensions, and pedestrian access routes (subject to all easements shown or noted on the Plat or other plats of record including that recorded in the Charleston County RMC Office in Plat Book E, page 47) as is or shall be designated on the Plat (including the final Plat) of the Lots, and/or as the same exist, and reserves to itself the

right to construct, locate and/or erect and/or permit, and/or cause to be constructed, located and/or erected all sewer, drain, drainage ditches, gas and water pipes, telephone, cable television, telegraph, and/or electric poles, conduit, and wires, and any other public or quasi-public utilities or any one or more of them thereon, thereover, and/or thereunder, and to use the same for such other reasonable purposes as it in its sole discretion may deem proper, necessary, or convenient. The DEVELOPER expressly reserves to itself the exclusive right to fix the grade of all of the said streets, street extensions, and pedestrian access routes and to grade, change the grade, and/or regrade the same or any of them, and to convey or grant to any person or persons, corporation, municipality, governmental agency or department all its rights, title and interest in the same or any rights or easements herein not inconsistent with the use of the same as streets or pedestrian access routes.

23. GARAGES Owners may, subject to any applicable ordinances or laws, erect and use one detached or attached garage.

24. MAINTENANCE REQUIRED BY OWNER Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not by way of limitation, the cultivation, watering and mowing of all lawns and grounds, the pruning and cutting of all trees and shrubbery and the regular painting (or other appropriate external care) of all buildings, roofs, and other improvements, all in a manner and with such frequency as is consistent with safety, visual attractiveness, and good property management. Additionally, no lawns, grass, weeds or underbrush shall be allowed to grow to a height exceeding six ("6") inches on any Lot at any time. "Lots" shall specifically include all easement areas on each Lot, including any pedestrian access easement area; provided, however, dune grasses and sea oats may be allowed to grow naturally and without limitation.

25. VIOLATION If any person, firm or corporation shall violate or attempt to violate any provision of these covenants, it shall be lawful for any person, firm or corporation owning any of the Lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing and/or to recover damages for such violation. The party enforcing the covenants shall be entitled to recover reasonable attorney fees, court costs and out of pocket expenses if he prevails.

If after having given fifteen (15) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken by the Owner to remedy such violation or breach, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner, then the DEVELOPER may enforce these Covenants by entering upon a Lot to abate or remove any violation, and such entry shall not be deemed a trespass or tortious in any manner whatsoever. Failure to enforce any one or more of these Covenants shall not be deemed a waiver of the right to do so thereafter.

26. VACATION OR TIME SHARING PROHIBITED No dwelling on any Lot may be used for any vacation or time sharing plan as contemplated in Section 27-32-10 et seq., of the Code of Laws of South Carolina, 1976, as amended.

27. RELOCATION OF STREETS AND REVISION OF PLAT The DEVELOPER reserves the right unto itself, its successors and assigns, to revise, resubdivide, and change the size, shape, dimensions and locations of Lots owned by the DEVELOPER and these restrictions shall be applicable to the resulting Lots; provided, however, that no Lot shall have any area less than the smallest Lot shown on the Plat.

28. PARTIAL INVALIDATION Invalidation of any one of these Covenants or any provision hereof by judgment or Court order shall in no way affect any of the other covenants or provisions which shall remain in full force and effect.

29. AMENDMENT These Covenants may be amended during the first twenty (20) year period after the date hereof by an instrument signed by the owners of not less than seventy-five percent (75%) of the Lots, and thereafter by an instrument signed by the owners of not less than fifty percent (50%) of the Lots, provided, however, that the DEVELOPER may within one year from the date hereof act for the owners and amend this instrument as long as the DEVELOPER owns twenty percent (20%) or more of the Lots shown on the Plat.

DKE 67 PG 159

IN WITNESS WHEREOF, OCEAN BOULEVARD PROPERTIES, A SOUTH CAROLINA LIMITED PARTNERSHIP, has caused these presents to be executed this 21st day of July, 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

OCEAN BOULEVARD PROPERTIES, A
SOUTH CAROLINA LIMITED
PARTNERSHIP

BY: THE BEACH CO. (SEAL)
Its General Partner

BY: *Charles S. Way, Jr.*
Charles S. Way, Jr.
President

Anna C. Bryant

Patricia Willis

BY: *Betty R. Crow*
Betty R. Crow
Secretary

CKE 67 26160

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me LISA C. BRYANT, who, being duly sworn, deposes and says, that (s)he saw the within named **OCEAN BOULEVARD PROPERTIES, A SOUTH CAROLINA LIMITED PARTNERSHIP** by The Beach Co., its general partner by Charles S. Way, Jr., its President, and Betty R. Crow, its Secretary, sign, seal and deliver the within said Declaration of Covenants, Conditions, Reservations, and Restrictions, and that (s)he with PATRICIA I. WILLIS witnessed the execution thereof.

Lisa C. Bryant

SWORN to before me this
21st day of July, 1987.

Patricia I. Willis
Notary Public for South Carolina
My Commission Expires: 4-10-94

LONG, SMITH & JORDAN

3KE 167PG161

Sedley/Rest/etc 12.00

FILED, INDEXED & RECORDED

E 167-150

1987 JUL 22 PM 1:50

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

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E. M. Seabrook, Jr.
I, **E. M. Seabrook, Jr.**, a Registered Surveyor of the State of South Carolina, hereby certify that this is a true and correct survey of the boundary of the property shown hereon. The error of closure is 1/5000. All interior lot lines are proposed and are subject to field verification.

E. M. Seabrook, Jr.
E. M. Seabrook, Jr.
Civil Engineer and Land Surveyor
S. C. Reg. No. 1375
Mount Pleasant, South Carolina

Notes:

1. Property owned by The Beach Co. about to be conveyed to Ocean Boulevard Properties, a South Carolina Limited Partnership.
2. Reference plat dated March 5, 1984, by E. M. Seabrook, Jr., Inc. and recorded at Plat Book BA, Page 112 in the Charleston County RMC office.
3. Total acreage = 76.0 acres.
4. The density of this subdivision is 1.2 lots per acre.
5. The allowable density is 5.0 lots per acre.
6. The 6-foot pedestrian access routes are for pedestrian use only with no vehicles of any kind permitted thereon. The pedestrian access routes shown on this plat are hereby represented by The Beach Co., its successors and assigns, to be irrevocably available easements for lot owners on the Isle of Palms for use solely as pedestrian access routes between Ocean Boulevard and the mean high water mark of the Atlantic Ocean.
7. The street extensions southeast of Ocean Boulevard are dedicated to the general public for use as beach access.
8. By the recording of this plat, the extension of Inlet Lane to the mean high water mark as well as the new, widened right-of-way of Ocean Boulevard between Inlet Lane and Fifth Avenue are hereby dedicated to the use of the public forever.
9. Portions of the property shown on this plat may lie within 250 feet of the mean high water mark of the Atlantic Ocean and thereby may be subject to the Dunes Permit Ordinance of the City of Isle of Palms. Under the Isle of Palms Dunes Permit Ordinance, the 250 foot line must be re-established by survey at the time building permits are applied for, as such line changes from time to time.
10. Those portions of lots lying between the mean high water mark of the Atlantic Ocean and points within 250 feet landward of the mean high water mark constitute a Dunes Conservancy Area which shall contain no structures of any kind excepting only boardwalks. Under the Isle of Palms Dunes Permit Ordinance, the 250 foot line must be re-established by survey at the time building permits are applied for, as such line changes from time to time.
11. No residences may be constructed seaward of 250 feet from the edge of the southern and/or eastern right-of-way line of Ocean Boulevard.
12. Public water and sewer will be made available to each lot by the Isle of Palms Water Company.
13. All curve measurements are arc lengths.
14. Courses and distances for lot boundaries shown hereon are computed from field surveys.
15. Final approval cannot be obtained for this subdivision until the Conditional Plat Approval Application has received final approval.
16. All streets will be built to minimum standards and specifications of the South Carolina Department of Highways and Public Transportation.
17. Occupancy permits cannot be obtained until final approval of this plat is granted.
18. This plat is submitted for preselling under an irrevocable letter of credit pursuant to provisions of the subdivision regulations of the City of Isle of Palms.
19. The Isle of Palms City Council at the time of the approval of this plat states for the record that it strongly opposes the future issuance of any permit for any kind of beach erosion control structures (i.e., sea walls, riprap, bulkheads, etc.) should such measures be requested by property owners as a result of erosion to these properties shown on this plat.