

Attachment A
Deed Restrictions

FOR DESCRIPTION OF PROPERTY SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (THE "PROPERTY").

This conveyance is made subject to the following terms, conditions, restrictions, and covenants (hereinafter the "Restrictions"):

1. Except as otherwise provided or permitted in Paragraphs 2 and 3 hereof, the Property shall remain in its natural state, no changes shall be made to its topography or vegetation and no structures or improvements shall be erected on the Property.

2. Notwithstanding the provisions of Paragraphs 1 and 3 and subject to the limitations of Paragraph 4, the Town Council is given the unrestricted authority to trim and control the growth of vegetation for the purposes of mosquito control, scenic enhancement, public and emergency access to the Atlantic Ocean and providing views of the ocean and beaches to its citizens.

3. Notwithstanding the provisions of Paragraph 1 hereof, and subject to the limitations of this Paragraph 3 and of Paragraphs 2 and 4, the Town Council of Sullivan's Island (the "Council") shall have the right to improve, change, modify or alter the Property only if such actions are to further or effect one or more of the following enumerated public objectives or policies ("Public Policies"):

- a) Drainage
- b) Mosquito control
- c) Public walkways and emergency access to the Atlantic Ocean
- d) Beach renourishment
- e) Erosion control
- f) Vegetation management
- g) Educational programs
- h) Public safety
- i) Public health; and
- j) Scenic enhancement

Prior to taking any action affecting the Property to further or effect a Public Policy ("Public Action"), the Council shall make specific written findings of fact;

1) that the proposed Public Action is proposed solely for the purpose of furthering or effecting one or more of the enumerated Public Policies,

2) that the proposed Public Action is necessary for the health, safety or general welfare of the Town,

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* 3) that the benefits of the proposed Public Action outweigh the damage done to the aesthetic, ecological, scientific, or educational value of the Property in its natural state, and

* 4) that in making its findings of fact, the Council has given due and reasonable consideration to

* i) the cumulative effect of the proposed Public Action and past Public Actions on the natural state of the Property,

* ii) the alternative methods, if any, of furthering or effecting the proposed Public Policy which do not impact adversely on the natural state of the Property, and

iii) the probable results of not taking the proposed Public Action.

The above described written findings of fact must be made prior to each individual Public Action relating to the Property and shall be specific to the circumstances of the proposed Public Action and not merely conclusive in nature. In no event shall any Public Action violate the provisions of Paragraph 4 hereof.

4. In all events, the following activities, improvements and structures shall be prohibited on the Property:

- a) any building or structure with a roof
- b) Asphalt pavement, concrete pavement or pavement of a non-porous material
- c) electrical power lines, wires, conduit, stations or pads
- d) sewer lines, pipes or lift stations
- e) water lines, pipes or lift stations
- f) commercial activities in any way related to the buying or selling of things, goods or services.

Notwithstanding the provisions of Paragraph 4(c), (d) and (e) the Council may allow utility easements for electrical, sewer and water lines to cross through the Property, provided no utility services are provided as a result to any improvements on the Property.

5. These Restrictions may be enforced by the Town, any property owner within the Town, or by any voter registered within the Town. Such persons may seek any appropriate remedy for any violation, including, but not limited to, injunctive relief to force a termination of the violation or to permit restoration of the area damaged by an prohibited activity. The forbearance to

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enforce the terms and provisions thereof in the event of a breach shall not be deemed a waiver of any rights granted hereunder. The Town shall not be liable to any person for any violation of these Restrictions by any person other than itself.

6. During the term of these restrictions, the Town shall cause to remain in effect an ordinance of the Town making it a violation of law for any person to violate the provisions of these Restrictions, as such Restrictions may be modified pursuant to Paragraph 8 hereof. The Town may enact ordinances and regulations affecting the Property which are more restrictive than these Restrictions or which are not inconsistent with these Restrictions.

7. If any provision of these Restrictions shall be invalid or for any reason become unenforceable, no other provision shall thereby be affected or impaired.

8. These Restrictions may be modified or repealed only upon an affirmative vote of both (a) seventy-five (75%) percent of the registered voters of the Town who vote in the referendum held pursuant to the terms hereof, and (b) one hundred (100%) percent of the members of Town Council. For purposes of these Restrictions, a registered voter in the Town shall mean any voter eligible to vote in Town elections who is registered 30 days prior to the referendum held pursuant to the terms hereof. At least 45 days prior to any referendum held pursuant to the terms hereof, the Council shall adapt reasonable regulations concerning the manner of voting hereunder. Nothing herein shall prohibit the Council from adopting regulations which allow voting by ballot on a designated day or days or by circulation of written petitions over a period of time.

9. These Restrictions shall remain in full force and effect for a period of 50 years and shall be automatically renewed and continued in effect for additional periods of 50 years each until such time as these Restrictions are repealed in accordance with the provisions of Paragraph 8 hereof. The terms of this Paragraph may be modified in accordance with the provisions of Paragraph 8 hereof.

GRANTEE'S ADDRESS: Town of Sullivan's Island
Town Hall
P. O. Box 427
Sullivan's Island, SC 29482

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Town of Sullivan's Island, South Carolina, its Successors and Assigns forever.

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AND it does hereby bind itself and its Successors, to warrant and forever defend, all and singular the said Premises unto the said Town of Sullivan's Island, South Carolina, its Successors and Assigns, against it and its Successors, lawfully claiming, or to claim the same or any part thereof.

WITNESS its Hand and Seal, this 12 day of February, in the year of our Lord one thousand nine hundred and ~~ninety~~-one and the two hundred and fifteenth year of the sovereignty and Independence of the Untied States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

LOWCOUNTRY OPEN LAND TRUST

D. P. R...
[Signature]

By: [Signature]
Its:
By: Arsian A. Kidd
Its:

STATE OF SOUTH CAROLINA)
CHARLESTON COUNTY)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named LOWCOUNTRY OPEN LAND TRUST by its authorized officer(s), sign, seal and as its act and deed, deliver the within written Deed, and that (s)he with the other witness named above witnessed the execution thereof.

SWORN to be fore me this 12
day of February A.D. 1991

[Signature]
(Signature of Witness)

[Signature] (SEAL)
Notary Public for South Carolina
My commission expires: 4-2-96