

NOW THEREFORE, Declarant hereby declares that the Property shall be held, transferred and subject to the following restrictive covenants, which shall run with the land and be binding on the Declarant and any future owner of all or any part of the Property.

1. The Property shall be restricted to of construction duplex housing units. No more than 21 duplex units (for a total of 42 individual dwelling units) may be built on the Property. No other form of dwelling unit or use shall be permitted on the Property.
2. Each individual dwelling unit shall have a maximum of one thousand four (1400) hundred square feet of enclosed, heated space.
3. The Hansford at Port Royal, L. L. C., may, through additional recorded covenants, prior to any sale of all or a part of the Property, establish a condominium regime in compliance with the S. C. Code Ann. § 27-23-10, *et seq.*, (Supp., 1998).
4. Should any covenant or restriction contained in this Declaration, or any part, article, section, paragraph, subparagraph, sentence, clause, phrase or term in this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of the highest court or other tribunal of jurisdiction which considers such matter, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable.
5. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or reasonable construction which will best effect consummation of the general plan as described herein.
6. When necessary for proper construction, the masculine form of any word used in this Declaration shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

7. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.
8. This Declaration shall be governed by the laws of the State of South Carolina.
9. This Declaration shall run with the Property and shall be binding upon the parties hereto, their heirs, successors and assigns, and all persons claiming by, through or under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then owners of the Property, agreeing to change the said Declaration in whole or in part.
10. The Hansford at Port Royal, L. L. C., may assign its rights and obligations under this Declaration to a partnership, limited liability company or corporation which is owned or controlled in whole or in part by Hancock Development Company, Inc., or Robert M. Hancock.
11. The Declarant and The Hansford at Port Royal, L. L. C., hereto affirmatively represent that The Town of Hilton Head Island, South Carolina, is a Third Party Beneficiary of this Declaration, and that The Town of Hilton Head Island, South Carolina, has standing to enforce each and every provision of this Declaration, and shall be entitled to enforce the full and faithful performance of any or all of the terms and provisions of this Declaration. Accordingly, in addition to any other remedy for breach of a restrictive covenant provided by law to any person claiming by, through, or under Declarant, The Hansford at Port Royal, L. L. C., any property owner's association formed by The Hansford at Port Royal, L. L. C., pursuant to Article 3 above, or The Town of Hilton Head Island, South Carolina, and its successors or assigns, or any of them jointly, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The right of enforcement held by The Town of Hilton Head Island, South Carolina,

may be assigned by The Town of Hilton Head Island, South Carolina, to any other governmental or public agency, and upon such assignment, the Assignee shall have the right to enforce the provisions hereof.

IN WITNESS WHEREOF, the Declarant and The Hansford at Port Royal, L. L. C., by and through their duly authorized officers, have duly executed this Declaration of Restrictive Covenants for the date first above written.

WITNESSES:

THE ESTATE OF CALHOUN THOMAS, JR.

John P. Gray Jr.

By: [Signature]

[Signature]

Its: [Signature]

THE HANSFORD AT PORT ROYAL, L. L. C.

By: _____

Its: _____

WITNESSES:

THE ESTATE OF CALHOUN THOMAS, JR.

By: _____

Its: _____

THE HANSFORD AT PORT ROYAL, L.L.C.
BY: HANCOCK DEVELOPMENT CORPORATION,
INC.

BY: Hancock Development Company, Inc.
Its Manager

Uena

By: [Signature]
Robert M. Hancock

Jessica J. Clinton

Its: President _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) UNIFORM ACKNOWLEDGMENT
) S. C. CODE ANN. § 30-5-30 (SUPP. 1997)

I, the undersigned Notary Public do hereby certify that Robert M. Hancock personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of The Hansford at Port Royal, L. L. C.


Sworn to and Subscribed before me on this _____ Day of May, 1999.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) UNIFORM ACKNOWLEDGMENT
) S. C. CODE ANN. § 30-5-30 (SUPP. 1997)

I, the undersigned Notary Public do hereby certify that Calhoun Thomas, III, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of The Estate of Calhoun Thomas, Jr.

Sworn to and Subscribed before me on this 28~~th~~ Day of May, 1999.



Notary Public for South Carolina
My Commission Expires: 1-21-2002

STATE OF SOUTH CAROLINA)
) UNIFORM ACKNOWLEDGMENT
COUNTY OF BEAUFORT) S. C. CODE ANN. § 30-5-30 (SUPP. 1998)

I, the undersigned Notary Public do hereby certify that Calhoun Thomas, III, personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of The Estate of Calhoun Thomas, Jr.

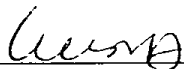
Sworn to and Subscribed before me
on this _____ Day of May, 1999.

Notary Public for South Carolina
My Commission Expires:_____

STATE OF SOUTH CAROLINA)
) UNIFORM ACKNOWLEDGMENT
COUNTY OF BEAUFORT) S. C. CODE ANN. § 30-5-30 (SUPP. 1998)

I, the undersigned Notary Public do hereby certify that Robert M. Hancock personally appeared before me on this day and duly acknowledged the execution of the foregoing instrument on behalf of The Hansford at Port Royal, L. L. C.

Sworn to and Subscribed before me
on this 28 Day of May, 1999.



Notary Public for South Carolina
My Commission Expires:_____

FILES *Coltrane*
JOHN A. SULLIVAN, JR. 4973
FBI - NEW YORK

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FOLDER#