

**SIPOA Covenants  
Proposed Revisions for Property Owner Review**

**REVISION ITEM 1:**

**Change language as shown**

NOW, THEREFORE, ~~KNOW ALL MEN BY THESE PRESENTS, that~~ the Restatement and ~~Eighth~~<sup>Ninth</sup> Modification of Protective Covenants for the Seabrook Island Development, Charleston County, South Carolina is hereby further modified and restated and hereinafter set forth; provided, however, that these modifications are not intended to and do not affect those certain Restrictive Protective Covenants recorded in the R.M.C. Office for Charleston County on April 10, 1984, in Book H-136, page 291, or that certain Agreement between the Seabrook Island Club, its successors and assigns and the Seabrook Island Property Owners Association dated June 15, 2010 and recorded in the R.M.C. Office for Charleston County on September 15, 2010, in Book O-143, Page 597, nor that certain Agreement between Andell Bluff Associates and the Seabrook Island Property Owners Association recorded in the R.M.C. Office for Charleston County on January 7, 1982, in Book L-127, page 365, which remain in full force and effect, as such agreements may be amended from time to time.

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**REVISION ITEM 2:**

**Definitions:**

**Add new definition**

*PUD: means a planned unit development for real property that is approved by the applicable governmental entities.*

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**REVISION ITEM 3:**

**Section 2:**

**Change language as shown**

**2. SEABROOK ISLAND PROPERTY OWNERS ASSOCIATION**

Each Property Owner in the SID, including but not limited to Property Owners of unimproved lots, single-family residences, villas, patio homes, condominium units, apartments or other residential units, upon acceptance of title and by virtue of such ownership, is or becomes a member of SIPOA with voting rights as set forth in the Bylaws of SIPOA and obligations as set forth in these Protective Covenants and their derivative rules and regulations.

Except with respect to voting, as addressed in the Bylaws: (i) in the case of a Property that is owned by more than one natural Person, Property Owners shall designate a family unit, i.e., a Property Owner and his/her spouse, Declared Domestic Partner, dependent parents or dependent children, residing with the Property Owner

which shall be entitled to exercise the use of privileges afforded to a Property Owner at any one time (“Designated Family Unit”); and (ii) in the case of a Property that is owned by an Entity, the Property Owner shall likewise identify a Designated Family Unit. The names of the Designated Family Unit for the same purpose shall be submitted to SIPOA in written form signed by all of the Property Owners, or, in the case of an Entity Property Owner, by a duly authorized officer of the Entity, and may be changed from time to time in like manner. Persons other than the Designated Family Unit who rely on such multiple-owned or Entity-owned Property of use of or access to SIPOA facilities will be considered and treated as Guests of the Designated Family Unit and will be subject to all policies and requirements relating to usage by Guests. The Property Owner and all members of Designated Family Units shall be jointly and severally personally liable for all obligations of the Property Owner and their Guests, Family Members and invitees.

The purpose and business of SIPOA ~~is to preserve the Property values and the quality of life in the SID through~~ includes, but is not limited to the following:

(a) Development and implementation of programs to protect the environment, to facilitate acquisition and maintenance of green space, and to provide for the health, safety, security and welfare of Property Owners;

(b) Protection, operation, maintenance and improvement of such roads, bridges, parks, playgrounds, beaches, open spaces, rights-of-way, easements and other SIPOA properties, as are deeded, leased or otherwise conveyed to or held in trust for the benefit of SIPOA or Property Owners; provided, however, while the provision in this section for the maintenance of beaches shall not be construed as imposing an obligation on SIPOA or its agents to restore, renourish, protect or take any preventive or remedial action against beach or marsh changes occurring as a result of forces of nature, projects of this nature may, however, be undertaken as authorized in the SIPOA Bylaws;

(c) Retention of security forces and implementation and enforcement of security measures to limit access to the SID to Property Owners, and subject to the provisions of these Protective Covenants, the Bylaws and SIPOA Rules and Regulations adopted from time to time, to Property Owner family members, Guests and others;

(d) Acquisition, construction, management, maintenance and care of SIPOA properties, including land, structures, systems and equipment, for the general benefit of Property Owners and others as determined by the Board. The conditions precedent to adding to the land area of the SID are: (i) the agreement by Property Owner(s) of such additional area for himself or herself, his or her heirs, successors and assigns, to become subject to these Protective Covenants and Bylaws; (ii) that all roads and automotive vehicle ways within the added land area shall have been or shall be constructed in accordance with the then current requirements of SIPOA; (iii) that all roads, rights-of-way, walkways, boardwalks, easements and vehicle ways in the added land are deeded or transferred to SIPOA; and (iv) that an appropriate contribution to capital, as set by the Board, be made;

(e) Adoption, distribution and enforcement of rules and regulations for the common good of Property Owners, including but not limited to, rules and regulations pertaining to: (i) planning, construction and design of improvements on Property or alteration thereof; (ii) maintenance of Property; (iii) sanitation; (iv) use of SIPOA properties; (v) responsibilities and obligations of Property Owners and others authorized to access the SID or to use the facilities and properties owned and/or operated by SIPOA; (vi) security, safety and maintenance of good order; and (vii) imposition of monetary and other sanctions for violations thereof;

(f) Establishment of assessments and fees and their collection from the Property Owners and, as applicable, others who use or have the right or permission to use any or all of the facilities and properties owned and/or operated by SIPOA subject to those certain agreements between the Club and SIPOA dated June 15, 2010;

and that certain agreement between Bohicket Marina Village Council of Co-Owners Horizontal Property Regime and SIPOA, dated January 1, 2004 as such agreements may be amended from time to time;

(g) Obtaining insurance of such types, in such amounts and with such companies as the Board, in its sole discretion, deems necessary or desirable for the protection of SIPOA, of persons acting for or on behalf of SIPOA, and of the common properties and/or other properties in which SIPOA has an insurable interest; and

(h) Engaging in such other activities as may be of benefit to Property Owners and SIPOA.

The powers enumerated herein are not intended to be limiting, and the Board shall be authorized to perform any of the functions authorized by the Articles of Incorporation, the Bylaws or South Carolina law, except as specifically limited by these Protective Covenants, the SIPOA Bylaws, the Articles of Incorporation or South Carolina law. The powers and authorities provided for herein are not in any way intended to and shall not be deemed to impose on the Board any obligation or duty to perform any of the functions enumerated or referred to herein.

The Board shall be permitted to perform any of the functions authorized to it in the Bylaws except as specifically reserved in the Bylaws to Property Owners. None of the principal functions, responsibilities, or assets of SIPOA may be given or delegated to a municipality or a private entity without approval of the Property Owners as a modification of these Protective Covenants in accordance with Section 36, hereof; provided, however, that the Board may delegate functions to committees in accordance with the Bylaws and may contract with private individuals or entities for the performance of such functions as it deems appropriate.

**REVISION ITEM 4:**

**Section 16:**

Revise section title

16. LOT SUBDIVISION ~~OF PROPERTIES,~~ COMBINATION AND BOUNDARY LINE ADJUSTMENTS

**REVISION ITEM 5:**

**Section 19:**

Change language as shown

**19. APPROVAL OF PLANS**

No building of any kind or description, fence, swimming pool, dock, walkway, or other structure shall be erected, placed or the exterior altered on any Property in the SID, until the proposed building plans, specifications, exterior color or finish, plat plan (showing the proposed location of such building or structure, drives and parking areas, and accessory buildings), landscaping plan and the construction schedule for such building or other structures shall have been approved in writing by the ARC. All building plans must be prepared and sealed, or reviewed and sealed, by an architect who is currently registered to practice in South Carolina. All construction must be by a contractor properly licensed as determined by the Town of Seabrook Island, Charleston County and State of South Carolina regulations. Refusal of approval of plans, location or specifications by the ARC may be based upon any reasonable ground, including aesthetic conditions. No alterations in the exterior appearance of any building or structure shall be made without like approval. In the event the ARC fails to approve or disapprove such design, location and material within sixty (60) days after plans and specifications have been submitted to it,

such approval will not be required, and the terms of this Protective Covenant will be deemed to have been fully satisfied. The ARC shall not be entitled to any compensation for services performed pursuant to this Protective Covenant except for a reasonable fee to cover administrative costs as determined by the Board.

Except where specifically superseded or modified by policies in *Policies & Procedures for Residential Development* (a SIPOA publication, available to all Property Owners, containing all the specific Board-approved rules and criteria applicable to planning, construction and alteration in the SID), all guidelines for single family residences are equally applicable to multi-family dwellings as may be determined by the ARC and the zoning ordinances of the Town of Seabrook Island. In areas restricted to single-family residential use, except as may otherwise be herein provided, no structure shall be erected, altered, placed or permitted to remain on a Property other than one (1) detached single-family dwelling, not to exceed two (2) stories in height, and not to exceed a maximum height ~~of thirty-six feet (36') above the base flood elevation~~ specified in *SIPOA Policies and Procedures for Residential Development* for a particular Lot, and one detached minimum two-car garage; provided, however, that a ground-level garage or storage space beneath an elevated dwelling and/or attic/storage space atop a dwelling shall not be considered to be a story of the dwelling for purposes of this provision so long as it is not used as living spaces.

There is no minimum size or price range requirement in the SID, except as specifically set forth by deed, but all structures must be compatible with the surrounding neighborhood, the community at large and the natural environment, as determined in the sole discretion of the ARC. The ARC, with approval of the Board, shall have the power to establish regulations and guidelines for external planning, construction and alteration on all Properties (SIPOA's Architectural Review Committee, *Policies & Procedures for Residential Development*).

## **REVISION ITEM 6:**

### **Section 22:**

**Change language as shown**

## **22. COMPLETION OF CONSTRUCTION**

Except where such completion is impossible or would result in great hardship to the Property Owner or builder because of strikes, fires, national emergency or natural calamity, unless otherwise extended by the ARC, the exterior of all houses and other structures on Properties in the SID must be completed within one (1) year after ~~construction has commenced. The date of construction commencement shall be the date a valid building permit is issued with respect to subject Property.~~ the permit to build has been issued by the County.

## **REVISION ITEM 7:**

### **Section 24:**

#### **Language clarification**

**Rationale:** Language added for specificity.

## **24. OUTBUILDINGS AND STORAGE RECEPTACLES**

No structure of a temporary nature shall be allowed on any Property, and no trailer, motor home, mobile home, camper, shack, tent, barn, or other structure of a similar nature shall be used as a residence or for any other purpose, either temporary or permanent; except that, where a need is demonstrated, the ARC, in its discretion,

may permit those engaged in construction [on a lot](#) to use such structures. Property Owners may, with the written permission of SIPOA, erect tents for special social occasions.

Clotheslines, garbage cans (when not set out for pickup on the scheduled pickup day), yard equipment, air conditioning units, or storage piles shall be screened to conceal them from the view of neighboring Properties, roads, streets, waterfront, golf course, and common areas. All such screening shall be approved by the ARC.

**REVISION ITEM 8:**

**Section 42:**

**Add new section**

**42. CAPTIONS**

The section headings appearing in this instrument are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.