

shall remain substantially in its natural condition forever, as provided herein.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land.

1. Declarant and its successors and assigns forever, is and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, cultivating, excavating, constructing or erecting in, or otherwise altering or improving the Property; burning, systematically removing, cutting, or otherwise destroying vegetation on the Property in other than an incidental fashion; spraying with biocides; introducing exotic species into the Property; otherwise altering the natural state of the Property; and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under federal or state clean water and water pollution control laws and regulations, as amended.

2. The following are excepted from paragraph 1: As stated in the permit, the total area of fresh water wetlands to be impacted is .49 acre. Mitigation for the fresh water wetland impact will be provided onsite by preservation of the remaining wetlands which totals the 31.67 acres as shown on Exhibit "A".

3. Any request for modification of the Permit, or any other permit application or request for certification or modification which may affect the Property made to any governmental entity with

authority over wetlands or other waters of the United States, shall expressly reference and include a copy of these restrictive covenants.

4. It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property. These restrictive covenants are created solely for the protection of the Property, wetlands, and associated values, and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

5. The Corps, OCRM, (and any successor agencies) and their authorized agents shall have the right to enter and go upon the lands of the Declarant, its successors and assigns, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. These restrictive covenants shall be binding upon the Declarant, its successors and assigns, and the restrictions herein shall be legally binding upon all subsequent owners, lessees, or other occupiers or users.

7. The Declarant grants to the Corps, the U.S. Department of Justice, OCRM, or any other governmental entity with jurisdiction over wetlands on the Property, a discretionary right to enforce these restrictive covenants or terms hereof in an action at law or

in equity against any person or other entity violating or attempting to violate this Declaration of Restrictive Covenants; provided, however, that no violation of these restrictive covenants or terms hereof shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other remedy under law or in equity. An enforcing agency shall also be entitled to an award of costs and attorneys fees in any enforcement action in which it obtains relief. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

8. Declarant, its successors and assigns shall include the following warning on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property:

WARNING: This Property Subject to Declaration of Restrictive Covenants for Wetlands Preservation Recorded at the RMC Office for Beaufort County in Deed Book _____ at Page _____.

9. The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.

10. A plat depicting the Property is recorded in the RMC Office for Beaufort County on the 25th day of March, 1997 in Plat Book 60 at Page 12.

11. Should any separable part of these restrictive covenants be determined to be contrary to law, the remainder shall continue in full force and effect.

12. Declarant may in the future request a modification of the Permit to substitute or trade property which is not encumbered by conservation easements or covenants, for, and in place of, the Property and restrictive covenants herein, provided such substitute or traded property is of greater values (wetlands, scenic, conservation, resource, environmental) than the Property herein, is placed under equivalent or more restrictive easements or covenants, and is otherwise consistent with mitigation law and policy, which discretionary determinations shall be made by the Corps and OCRM (or their successors), in consultation with resource agencies as appropriate.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Restrictive Covenants the date first above written.

IN THE PRESENCE OF:

Leigh Wilson
Roberta H. Kirkland

DECLARANT

BULL POINT, LLC.

BY:

ITS:

David E. Kuhler
MANAGING MEMBER

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that s/he saw the within-named Grantor sign, seal and deliver the Deed; and that s/he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 26th
day of March, 1997.

Roberta G. Kirkland
Witness

[Signature]
Notary Public for South Carolina
My Commission Expires: Notary Public, South Carolina State at Large
My Commission Expires Aug. 28, 2001

Exhibit "A"

2190

FRESHWATER WETLAND TABLE	
WETLAND	ACREAGE
A	0.16
B	1.90
C	0.07
D	0.25
E	3.81
F	1.96
H	0.50
J	7.07
K	4.91
M/N	3.04
O	0.64
P	1.04
Q	0.36
R	1.15
S	0.06
T	0.35
U	0.45
V	0.53
W	0.67
X	0.50
Y	0.12
Z	0.40
AA	0.11
BB	0.95
CI	0.15
C2	0.09
CC	0.33
J1	0.38
J2	0.07
J3	0.14
Total Freshwater Wetland Acreage: 32.16	
Total Acreage of Tract and Islands: 659.25	

32.167 ac

Applicant: Bull Point LLC
Application #:

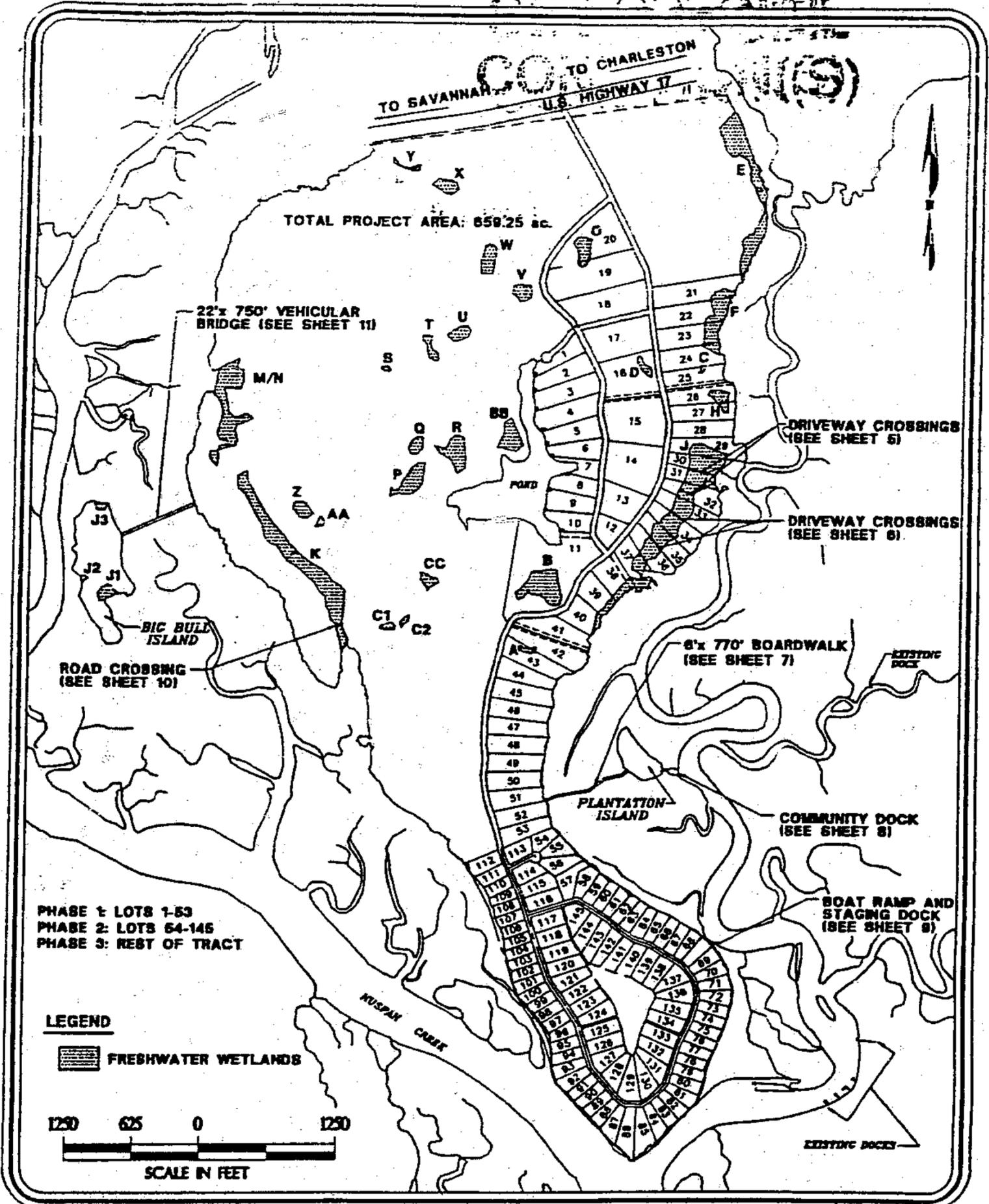
**BULL POINT
PLANTATION**



DELINEATED FRESHWATER WETLANDS

Sheet 4 of 13
9-28-95

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Applicant: Bull Point LLC
Application #:

BULL POINT PLANTATION



PLAN VIEW

Sheet 3 of 13
9-28-95

Q AF 10

Kirkland 1400

FILED
JOHN A. SULLIVAN, JR.
P.M.C.
BEAUFORT COUNTY, S.C.

97 MAR 26 PM 2:54

BK 930 PG 2184

FOLDER #

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