

THE MOFFETT HOUSE &  
328 East Bay St.

PROTECTIVE COVENANTS

The premises above described are hereby conveyed subject to the conditions, restrictions and limitations hereinafter set forth, which shall be considered as covenants, running with the land, which the Grantee, his heirs and assigns, covenant and agree, in the event the premises are sold or otherwise disposed of, will be inserted in the conveyance or other instrument disposing of said premises, namely:

- I. Without the prior consent of Historic Charleston Foundation, which approval shall in all these conditions be evidenced by a consent thereto duly exercised by said Foundation under its corporate seal, signed by its duly authorized officers, none of the following will be undertaken nor permitted to be undertaken with respect to the buildings located on said premises, namely, any construction, alteration, remodeling or repainting, refinishing, or any other thing which would alter or change the present appearance of the exterior of the buildings located on said premises, nor any extension or additional structure on adjoining grounds above or below ground, without plans for such structure being consented to by said Foundation; provided, further, that no signs, billboards, or advertising shall be placed upon said premises except (a) such plaques or other markers for commemorating the historic importance of said premises or the existence of these covenants, or (b) are necessary to direct pedestrians or vehicular traffic, or (c) indicate no more than the street address and name of the occupants of said premises.
- II. The exterior appearance of said premises shall be maintained in an orderly condition, and a good and sound state of repair.
- III. The said premises are to be used solely in a manner allowed by the present zoning of limited business, without any necessity for a zoning variance, and without prior consent, <sup>of HCF</sup> the type, use and density of property shall not be changed.
- IV. Without prior consent, <sup>of HCF</sup> the property shall not be subdivided, nor any portion less than all the property be conveyed. *law*
- V. The Grantee agrees that before he accepts any offer to sell the property, he will advise the Director of Historic Charleston Foundation by registered mail, return receipt attached, of his intention to accept said offer, giving the name and address of the purchaser, and the Director of Historic Charleston Foundation shall have ninety-six (96) hours after personal receipt of the registered letter (but the said Director shall not unreasonably delay receipt thereof, and this time period in any event shall not exceed eight (8) days) to match the offer, and the Grantee agrees not to sell the property unless he gives Historic Charleston Foundation the opportunity to purchase under the same conditions as set out in the offer within the ninety-six (96) hours as aforesaid.
- VI. In the event of a violation of the above restrictions, Historic Charleston Foundation may institute a suit to enjoin such violation or for damages by reason of any breach thereof. The failure to bring such suit, however, does not waive future rights as described herein to bring suit at a later date.
- VII. If any of the above covenants is determined to be unenforceable or void, this shall not in any way affect the validity or enforcement of any of the other above covenants.
- VIII. The above restrictions, numbered I through VII, shall be binding on the parties hereto, their heirs, successors and assigns, for a period of seventy-five (75) years from the date hereof, but Historic Charleston Foundation reserves the right to cancel or limit in part any or all of the foregoing restrictions. It also reserves the right to change the same with the consent of the Grantee, his heirs and assigns.
- IX. The said premises will be repaired by the Grantee in accordance with plans and specifications prepared by Amanda E. Griffith, AIA, dated January 27, 1986. This work will be completed within 24 months from the date of closing of this transaction with due allowance for conditions beyond the control of grantee or its successor. The terms and conditions of this paragraph, (IX), will expire upon completion of the enumerated repairs of said premises. *law*

*Barbara A. Walker, President*  
*Douglas C. Plate, -*  
*Secy/Treas.*