

STATE OF NORTH CAROLINA,

BOOK 360 PAGE 947

BRUNSWICK COUNTY,

This Deed, Made this 5th day of October, A.D. 1976, by and between SUNSET LAKES, INC.

A corporation organized and existing under and by virtue of the laws of the State of South Carolina with its principal office located at Conway

of the County of Horry and State of SOUTH CAROLINA

WOODROW BESSENT

of the County of Horry and State of South Carolina part Y of the second part,

WITNESSETH, That the said party of the first part, in consideration of THREE THOUSAND, SIX HUNDRED, AND NO/100 (\$3,600.00) Dollars to it paid by the part Y of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents, doth grant, bargain, sell and convey unto the said WOODROW BESSENT

and his heirs, all that lot of land of land, situate, lying and being in Shallotte Township, BRUNSWICK County, State of North Carolina, and more particularly described as follows:

ALL AND SINGULAR all that certain lot or lots of land being shown as LOT NO. 22, SECTION 1, as shown on a plat of Sunset Lakes Subdivision, SECTION 1, prepared by Bobby M. Long, R. L. S. No. 1265. Said map is recorded in Map Cabinet No. H, at Page 399 of the Brunswick County North Carolina Public Registry and is by reference incorporated herein as a part of this description.

This is a portion of the identical property conveyed to Sunset Lakes, Inc. by Canal Industries, Inc. by deed dated September 13, 1976, and recorded September 20, 1976, in Deed Book 359 at Page 117, in the Office of the Brunswick County Register of Deeds.

This deed of conveyance is made subject to the following conditions, reservations, and restrictions:

- 1. No lot to which these restrictions apply shall be used except for single family residential or recreational purposes. No lot shall be used for commercial purposes.
2. No lot or lots to which these restrictions apply shall be divided or subdivided, nor shall any portion or any less than the whole of any one lot be sold or conveyed to the owners of the adjoining lots on either side, so as to become parts thereof, provided, however, that the property thus combined shall be considered as one lot for the purpose of these covenants.
3. No more than one residential building shall be erected on any one lot to which these restrictions apply.
4. No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed in accordance with generally recognized good standards for health and meet local and state regulations. Septic tank and well locations must be approved and comply with local health regulations. As long as the location of wells and septic tank meet local health regulations, all wells shall be on the front of any lot to which the restrictions apply nearest the road, and all septic tanks shall be in the rear of the lot.

SHA

O.R.M.C.H. P.O. Box 126 Littlefield S.C.

5. No residential building of less than one thousand (1,000) square feet, exclusive of porches, carports or decks, shall be constructed on any lot to which these restrictions apply. Once construction of any building is begun, the exterior must be completed within twelve (12) months, including painting.
6. Each owner of a lot to which these restrictions apply shall at all times maintain his lot in a well-kept condition.
7. No stale garbage, or any other conditions conducive to the breeding of flies and rodents, or otherwise prejudicial to health or well-being of the lot owners shall be permitted to continue on any lot.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or any annoyance to the neighboring lot owners.
9. No building shall be placed or erected nearer than ten (10) feet to the side or rear property lines or nearer than thirty-five (35) feet from the street right-of-way line of any lot to which these restrictions apply on which the building is located. All such buildings shall be so placed on the lot as to conform with the minimum setback line as herein described and to conform with other structures on adjoining lots.
10. A ten foot perpetual easement is reserved along all streets and roads for utility installation and maintenance, though such installation may be installed and maintained elsewhere as permitted by law or pursuant to agreement. A fifteen foot perpetual easement is reserved along all lakes for drainage as may be required to maintain normal water level in the lakes.
11. No horses, poultry, fowl, cattle or other animals, with the exception of usual household pets, shall be maintained or kept upon any lot to which these restrictions apply.
12. In the event that the owner of any lot to which these restrictions apply, or his heirs or assigns, shall violate, or attempt to violate, any of these covenants, then any other owner or owners of a lot or lots to which these restrictions apply within Sunset Lakes is/are empowered to bring any proceeding at law or in equity against the lot owner to prevent him from so doing, or to recover damages for such violations.
13. Invalidity of any one of these covenants by court decree, or other means, shall in no way affect any of the other covenants set forth hereto; and they shall remain in full force and effect.
14. The above reservations and restrictions are enforceable by other lot owners in the subdivision.

SPENCER  
COUNTY

049491

STATE OF  
NORTH  
CAROLINA



OCT 15 1976



P.B. 10740

Real Estate  
Excise Tax

04.00

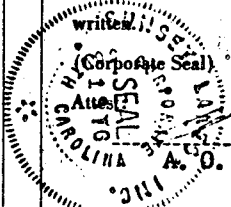
TO HAVE AND TO HOLD, the aforesaid lot

of land and all privileges and appurtenances thereto, belonging, to the said WOODROW BESSENT, his heirs and assigns, to his only use and behoof forever.

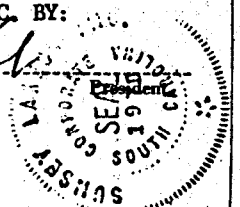
And the said Sunset Lakes, Inc. for itself, its successors and assigns, covenants with the said party of the second part, his heirs and assigns, that it is seized of said premises in fee, and has the right to convey the same in fee simple, that the same are free and clear from all incumbrances, and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be hereto affixed and attested by its secretary this day and year first above

written, SUNSET LAKES, INC. BY:



Wilbur N. McLamb



SOUTH CAROLINA,

HORRY COUNTY.

This 5th day of October 19 76 personally came before me Billie J. Johnson, Notary Public in and for said County, A. O. Hardee

who being by me duly sworn says that he knows the common seal of the Sunset Lakes, Inc. and is acquainted with Wilbur N. McLamb

who is the President and presiding member of said Corporation, and that he, the said A. O. Hardee

is the Secretary of the said Corporation and saw the said President sign the foregoing instrument and saw the said common seal of said Corporation affixed to said instrument by said President (or, and that he, the said

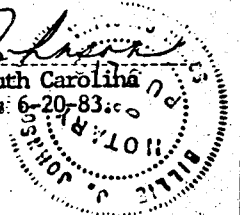
Secretary as aforesaid, affixed said seal to said instrument), and that he, the said A. O. Hardee

signed his name in attestation of the execution of said instrument in the presence of said President of said Corporation.

Let the instrument with the certificate be registered.

W-101

Notary Public for South Carolina My commission expires 6-20-83



STATE OF NORTH CAROLINA, Brunswick County The Foregoing Certificate(s) of

Billie J. Johnson, Notary Public

Recorded this 15th day of Oct. 1976 at 2:37 (is) (are) certified to be correct. o'clock P. M.

Arthur W. Knox, Register of Deeds

Arthur W. Knox 98