

STATE OF NORTH CAROLINA  
COUNTY OF MOORE

I, W. Harry Fullenwider, Notary Public, do hereby certify that W. HAROLD JOHNSON and WIFE, MARY H. JOHNSON, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance.

Witness my hand and notarial seal, this 7th. day of December, 1962,

My commission expires: January 29, 1964  
N. P. Seal

W. Harry Fullenwider  
Notary Public

STATE OF NORTH CAROLINA  
BRUNSWICK COUNTY

The foregoing certificate of W. Harry Fullenwider, a Notary Public of Moore County, State of North Carolina, is adjudged to be correct. Let the instrument with the certificate be registered.

Witness my hand and official seal this 17 day of December, A. D. 1962.

Victoria L. Aldridge  
Asst. Clerk Superior Court

Filed for registration on the 17th. day of December, 1962, at 9:25 o'clock A. M. and recorded.

D. J. Clark  
Register of Deeds 9-20-62

COASTAL DEVELOPMENT CORPORATION  
TO  
THE PUBLIC

RESTRICTIONS

Note:

166-321 Deed of  
refers to deed of  
lots in Harbor Beach  
from W. H. Cockran to  
Coastal Dev. Corp.

THE following are covenants, restrictions, and conditions which have been established on Coastal Development Corporation property by Coastal Development Corporation by instrument dated September 20th, 1962, recorded in Book 166, Page 321, in the Office of the Register of Deeds of Brunswick County, North Carolina, and referred to in the accompanying deed:

1. These covenants, restrictions and conditions (hereinafter referred to as "covenants") shall be applicable to all lots in Holden Beach, N. C.
2. The expression "managing group" as herein used shall be construed to mean Coastal Development Corporation, its successors or assigns, or any agent designated by it to act reference these covenants.
3. No lot shall be used except for family residential or recreational purposes. No lot shall be used for commercial purposes without express written permission from the managing group.
4. Each and every lot owner shall be privileged to use for boating, all areas designated from time to time for that purpose by the managing group; but in using same, he shall be required to abide by such reasonable rules and regulations as might be made by the managing group.
5. No lot or lots shall be divided or subdivided, nor shall any portion or any less than the whole of any one lot be sold or conveyed; except that a lot may be subdivided into two portions and 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.
6. No more than one residential building shall be erected on any one lot. No building or other structure shall be erected or altered on any lot until the building plans or alteration vans shall have been approved by the managing group.
7. No person shall maintain on any lot any "mobile home" or residential trailer.
8. The managing group must approve the location of wells and septic tanks on all lots. No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed in accordance with generally recognized good standards for health.

9. No building may be built on any lot within five (5) feet of any boundary line, or within 25' from street.
10. No residential building of less than 800 square feet (exclusive of porches) shall be constructed on any lot. Once construction of a building is begun, the exterior must be completed within 12 months.
11. Each lot owner shall at all times maintain his lot in a well kept condition. In the event that any lot is maintained in violation of the above requirements, the managing group reserves the right, after five day's written notice to the lot owner, to enter and correct such condition, and charge same to lot owner.
12. No stale garbage, or any other condition 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.
13. 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.
14. In the event that the owner of any lot, or his heirs, or assigns, shall violate, or attempt to violate, any of these covenants, then the managing group is 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.
15. Any one or more of these covenants can be altered, modified, cancelled, or changed as follows, to wit:  
The managing group, at any time, may give written notice to each and every lot owner, of the time and place of a meeting at which the proposed change shall be considered. If fifty percent or more of the lot owners present and voting at such meeting shall vote in favor of the change, the change shall thereupon be considered as approved.
16. Invalidation of any one of these covenants, by court decree, or any other means, shall in no way affect any of the other covenants, but they shall remain in full force and effect.
17. These covenants shall continue in effect until they shall be terminated by a declaration of termination executed by the managing group and 60% of the then owners of the lots to which they apply, when such declaration shall be recorded in the Register of Deeds office for Brunswick County, North Carolina. Unless sooner terminated by one of the methods above set out, they shall terminate automatically on December 31, 1975.

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY

We, the undersigned officers for the Coastal Development Corporation, a corporation organized under the state of North Carolina, hereby certify the restrictions as set forth on the reverse side hereof.

Charlie G. Blackburn, (Seal)  
President  
W. Leamon Todd, (Seal)  
Secretary  
E. W. Prince, Jr. (Seal)  
Treas.

Subscribed and sworn to before me this 13th. day of December, 1962, at Little River, South Carolina.

My commission expires at the pleasure of the Governor: N. P. Seal

C. B. Berry, Notary Public for  
South Carolina.