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TO HAVE AND TO HOLD, all and singular, the said premises, subject to the following restrictions, covenants, limitations and reservations, which are covenants running with the land and shall be binding upon the grantor and the grantees herein, their heirs, successors, executors, administrators and assigns, to-wit:

(a) The property herein conveyed shall be used for residential purposes only, and in no instance shall it be used for the erection or maintenance of any barn, stable, shop or structure other than a detached residential dwelling.

(b) The minimum residence shall contain at least 750 feet of minimum floor space exclusive of porches and carports: further, that before any building is commenced, plans and specifications must be presented to the developer and receive the approval of the developer in writing by and through its President.

(c) The minimum building lot shall be at least 75 feet in width and lots shall be joined together in a unit and such joinder shall deem the joined lots as being one lot in regard to offset lines.

(d) No residence including porches or projections of any kind shall be erected at a distance less than 20 feet from the back line of the property nor at a distance less than 5 feet from either side of the property: that for the purposes herein, the front line of the property shall be deemed that portion facing on a canal and the back line of the property shall be deemed that portion facing on a street.

(e) This property is not to be used for any commercial purposes whatsoever, it being specifically stated that any commercial development shall be reserved to the developer, Sandy Island Development Corporation.

(f) The developer hereby reserves a 5 foot strip on the back of each lot bordering on a street for highway or street purposes to be utilized by the South Carolina Highway Department and an additional 10 foot easement running parallel with the 5 foot easement reserved for the Highway Department to be utilized for public utilities; the developer reserves water and sewage rights in the event a water and sewage district is organized and an assessment for water and sewer rights are hereby reserved to the grantor and the assessment shall be computed by the grantor based upon front footage of each lot.

(g) It being further provided that any lot owner may construct a dock on the front of his property extending out in the canal, provided, however, that the length of such dock shall not exceed 15 feet.

(h) That the developer hereby warrants as to the footage of said lots facing on the canal, however, the developer does not warrant the depth of said lot except with a deviation of ten (10%) per cent.

(i) No trailer, basement or other like structure shall at any time be used as a temporary residence, nor shall any structure of a temporary character be used as a residence. The property hereby conveyed shall be kept free from any nuisance, or from any object, condition or use in any way offensive or dangerous to the neighborhood.

(j) The premises hereby conveyed shall not be subdivided nor shall any boundary line be changed, except the combination of several lots into a single lot, except by written consent of the grantor endorsed upon the deed of conveyance; provided, however, that in no event shall such subdivision or change of boundary result in a lot smaller in area than 75 feet in width and approximately 100 feet in depth. Nothing contained in this prohibition against subdivision shall be construed to imply any oblgation on the part of the grantor to subdivide unsold lots or to rearrange the plan of development of unsold portions.

(k) In the event any portion of these restrictive covenants shall be deemed illegal or unconstitutional, then the remaining portions shall be deemed valid and in full force and effect.

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Sand and a state of the second se ----144 PAGE 842 TOGETHER with all and singular, the Rights, Members, Hereditaments and Ap-purtenances to the said premises belonging, or in anywise incident or appertaining. TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said: E. A. MANETTA, HIS Heirs and Assigns forever. And the grantor below subscribed, hereby binds its heirs, **AVI** executors, administrators or successors, to warrant and forever defend, all and singu-31 lar, the said premises unto the said <u>E. A. MANETTA, HIS</u> Heirs and Assigns, against it and its heirs, or successors, and all persons whomsoever στ lawfully claiming or to claim any part Ċ, thereof. Witness the execution hereof by grantor this. 304 day of December in the year of our Lord one thousand nine hundred and Sevency-Six and in the onechnologications Two Hundredth year of the Sovereignty and Independence of the United States of America. SANDY ISLAND DEVELOPMENT Signed, Sealed and Delivered in the Presence of:)RPØRAZION BY And J. BRYAN FLOWD STATE OF SOUTH CAROLINA COUNTY OF HORRY Personally appeared before me, and made oath that he saw the within named WENDELL JONES as Secretary of Sandy Island Development Corporation, Sign, Seal and as its Act and Deed deliver the within written Deed and affix the Corporate Seal; and that he with Earline M. Ordenenwitnessed the execution thereof. Sworn to before me this 30th .D. 1976 Langa dav ¢ (L.S.) 11

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