

*Billie G. Richardson*

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY ) AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, Harbour Town, Inc. of Myrtle Beach imposed certain Restrictive Covenants, said Restrictive Covenants being filed on November 16, 1977. in Real Estate Deed Book 596 at Page 770; and

WHEREAS, since the recordation and imposition of these Restrictive Covenants as set out above, there have been no deeds of conveyance by the developer; and

WHEREAS, those Restrictive Covenants included, by error, Paragraph 7 preventing further subdivison of existing lots, which paragraph should be and is hereby deleted; and

WHEREAS, the developer desires to amend Paragraph 13 of the Restrictive Covenants to reserve unto the developer, its successors and assigns a ten (10) foot easement along the side lot lines, as well as along the front and rear of the residential and commercial lots as previously restricted and imposed;

NOW, THEREFORE, in consideration of amending the Restrictive Covenants, as previously filed, and as set out hereinabove, Harbour Town, Inc. of Myrtle Beach does hereby amend the Restrictive Covenants filed in Real Estate Deed Book 596 at Page 770 to conform with the changes set forth hereinabove, and each and every other Covenant previously set out and recorded will remain in full force and effect, as modified above.

DATED this 30th day of March, 1978.

WITNESSES:  
*Richardson*  
*Billie G. Richardson*

HARBOUR TOWN, INC. OF MYRTLE BEACH  
By: *Egerton Burroughs* (I.S.)  
Egerton Burroughs, President

*Filed*  
*Horry County*  
*1978*  
*Nov 30 PMS:AH*  
BILLIE G. RICHARDSON  
CLERK OF COURT  
HORRY COUNTY, S. C.

A TRUE COPY, ATTEST  
REGISTER OF MESNE CONVEYANCE  
HORRY COUNTY, S. C.  
BY *Josephine*  
5-4-12

BOOK 596 PAGE 770

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SIX: No building shall be erected on any commercial building lot nearer than 25 feet to the front and 15 feet from the rear lot lines nor nearer than 10 feet to any side lots.

SEVEN: No obnoxious or offensive trade or activity shall be carried on on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance.

EIGHT: No trailer, tent, shack, barn or other out-building shall be erected on the tract nor used for a residence temporarily or permanently.

NINE: No trailer house shall be parked on any lot which is subject to this declaration in this subdivision.

TEN: No hogs, cattle, horses or other livestock, including poultry, shall be maintained or kept on any of the lots covered by these protective covenants. These restrictions do not apply to dogs and cats as pets.

ELEVEN: No residential dwelling having a ground floor area of the main structure exclusive of open porches and garages shall be less than 1050 square feet.

TWELVE: Easements are established and reserved along the front and rear of the residential and commercial lots for 10 feet for the purpose of utility installation and maintenance in perpetuity. No buildings will be constructed on this easement.

THIRTEEN: No garbage nor domestic trash shall be disposed of by burying on any lot. Trash, garbage or other waste shall be kept in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

FOURTEEN: No inoperative vehicles are permitted on lots which are subject to this declaration in excess of thirty days.

FIFTEEN: Any fence placed in front of the building set-back line shall be of an ornamental design and not be over three and one-half feet in height.

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SEVENTEEN: The streets or roads shown on the above mentioned plat are hereby dedicated to Horry County for perpetual maintenance and use by the public.

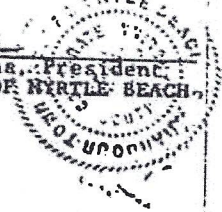
EIGHTEEN: These covenants are to run with the land and shall be binding on all parties and/or persons claiming under them until December 31, 1996. Said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners it is agreed to change said covenants in whole or in part.

NINETEEN: If the parties, or any of them or their heirs or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot or any lots in said development to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

TWENTY: Invalidation of any of these covenants by judgment or court order shall remain in full force and effect.

IN WITNESS WHEREOF, Harbour Town, Inc. of Myrtle Beach has caused this instrument to be executed this 16th day of June, 1976.

In the Presence of:  
[Signature]  
[Signature]

[Signature]  
Egerton Burroughs, President  
HARBOUR TOWN, INC OF MYRTLE BEACH  


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7-13-79

FILED  
HORRY COUNTY  
STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY 79 JUL 13 PM 2:13 ) DECLARATION OF RESTRICTIVE COVENANTS  
FILLIE G. RICHARDSON  
CLERK OF COURT

*B. Allen D. K...  
Dep.*

WHEREAS, Harbour Town, Inc. of Myrtle Beach has imposed certain restrictive covenants on various lots in Harbour Town Subdivision, however,

WHEREAS, certain lots, of certain property, contained in Harbour Town Subdivision, by express exclusion, was not subject to any restrictive covenants; and

WHEREAS, Harbour Town, Inc. of Myrtle Beach wishes to impose restrictive and protective covenants upon that property, previously unrestricted, said property being particularly Lots 31 through 37 and Lots 110 through 155, as shown on plat of Harbour Town Subdivision by Culler Land Surveying Co., Inc. bearing the date the 26th day of March, 1979, and recorded in Real Estate Plat Book 66 at Page 46.

WHEREAS, the Developer wishes to accomplish the following objectives for its benefits and the benefit of owners of lots in the subdivision by the imposition of the restrictive covenants and easements set forth herein:

- (a) To maintain the residential character and integrity of the subdivision.
- (b) To preserve the quality of the natural amenities of the subdivision.
- (c) To minimize or eliminate the possibility of any disruptions of the peace and tranquility of the residential family environment of the subdivision.

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FILLIE G. RICHARDSON  
CLERK OF COURT

923

A TRUE COPY, ATTEST  
REGISTER OF MESNE CONVEYANCE  
HORRY COUNTY, S. C.

BY *Josephine*

5-4-12

(d) To prevent the abuse or alteration of the trees, streams and natural character of the land in the subdivision.

(e) To create and encourage a natural rustic character for the homes and real property in the subdivision.

(f) To prevent any property owner or any other persons from building or carrying on any other activity in the subdivision to the detriment of any owners of lots in the subdivision, and

(g) To keep property values in the subdivision high, stable and in a state of reasonable appreciation.

NOW, THEREFORE, Harbour Town, Inc. of Myrtle Beach in furtherance of its plan to enhance the value of the property in Harbour Town Subdivision and to protect both itself, as developer and the property owners, it is hereby and herewith imposed the restrictive covenants on Lots 31 through 37 and Lots 110 through 155, as shown on the plat referred to herein above, the express understanding and intention that these restrictions, herein imposed, have no force and effect on other covenants, as they may have been amended from time to time:

1. No tree which exceeds four (4") inches in diameter or ten (10') feet in height shall be cut, removed or intentionally damaged on any lot or common area, unless such tree interferes with the construction of improvements on such lot or patio area.

(a) The following materials may be used for the exterior of sidings of residences in the subdivision: stucco, cedar, fir, pine, redwood, spruce, dark brick, stone, slate or weathered wood.

(b) The following materials may not be used for the exterior sidings of residences in the subdivision: bright brick, red brick, cinder or concrete block, asbestos or miami block.

(c) The following materials may be used for the roofs of residences in the subdivision: wood, asphalt, copper, slate, quarry tiles, or composition.

(d) The following materials may not be used for the roofs of residences in the subdivision: aluminum, tin or plastic.

2. No building shall be erected on any residential building lot nearer than forty (40) feet to the front lines, nor nearer than ten (10) feet to any side lots, with the exception of clustered or patio homes or townhouses\*, and then as to those types of structures only zero lot line construction is allowed.

3. No oil or natural gas drilling refining, quarrying or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

4. No obnoxious or offensive trade or activity shall be carried on on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance.

5. No hogs, cattle, horses, or other livestock, including poultry, shall be maintained or kept on any of the lots covered by these protective covenants. These restrictions do not apply to dogs and cats as pets.

\* erected by or through Harbour Town, Inc. of Myrtle Beach

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6. No vehicle shall be parked on the street in the subdivision.

7. Easements are established and reserved along the front and rear of the residential lots for ten (10') feet for the purpose of utility installation and maintenance in perpetuity. No buildings shall be constructed on this easement.

8. No garbage nor domestic trash shall be disposed of by burying it on any lot. Trash, garbage, or other waste shall be kept in sanitary covered containers in a rack elevated at least six (6") inches off the ground with sides so containers shall not be visible to the street. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. The fifty (50") foot streets or roads shown on the above mentioned plat area hereby dedicated to Horry County for perpetual maintenance and use by the public.

10. These covenants are to run with the land and shall be binding on all parties and/or persons claiming under them until December 31, 2009. Said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of then owners, it is agreed to change said covenants in whole or in part.

11. No stripped, partially wrecked, or junk motor vehicle or part thereof, shall be permitted to be parked or kept on any street or lot.

12. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery so as not

to be visible from any street or common area.

13. All outdoor clothes poles, clothes lines and similar equipment shall be prohibited.

14. All Plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to the central sewer system wherever such systems is available. No outside toilet shall be constructed or permitted on any lot.

15. No detached building of any kind allowed. No temporary house, trailer, tent, garage or other outbuilding shall be placed, erected or permitted to remain on any lot, except for such temporary structures as may be necessary for the storage of materials during the construction of a residence on such a lot (which temporarily structure shall at no time be used as a dwelling place).

16. Once construction of improvements is started on any lot, the improvements must be substantially completed within six (6) months from commencement.

17. All structures constructed or placed on any lot shall be built of substantially new material and no used structure shall be relocated or placed on any such lot.

18. Each lot owner shall provide space for parking automobiles off the street prior to the occupancy of any dwelling constructed on said lot.

19. Any dwelling or outbuilding of any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause of act of God may be rebuilt or all debris removed

and the lot restored to a sightly natural condition, with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

20. No trash, ashes, garbage or other refuse shall be dumped, stored, accumulated or permitted to remain on any lot for a period of more than fifteen (15) days.

21 Basically, the exterior appearance of the homes must be rustic, earth tones colors are recommended, with no pastel colors allowed.

22. No window heating and air conditioners are allowed. The main air ventilation and heat unit if outside shall be landscaped or surrounded by fence. .

23. No street lights can be placed on any lot in excess of 100 watts.

24. No structure shall be erected on any residential building lot to exceed two and one-half stories in height, no shall any garage erected with said dwelling exceed two car capacity.

25. No pools built above ground shall exceed an height of four (4) feet.

26. No structure may be constructed for the purpose of rental property.

27. No residential dwelling having a floor area of (exclusive of roofed or unroofed porches, terraces, garages, carports) shall be less than 1200 square feet.

32. If the parties, or any of them or their heirs or assigns, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot or any lots in said development to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation.

33. Invalidation of any of these covenants by judgement or court order shall remain in full force and effect.

IN WITNESS WHEREOF, Harbour Town, Inc. of Myrtle Beach had caused this instrument to be executed this 6th day of July, 1979.

Signed, Sealed, and Delivered  
in The Presence Of:

BY:

Richardson Long  
Lyette R. Cox

HARBOUR TOWN, INC. OF MYRTLE BEACH

BY:

Edward J. Edelen III (L.S.)  
Edward J. Edelen III, President  
J. Egerton Burroughs (L.S.)  
J. Egerton Burroughs, Secretary