

## RESTRICTIVE COVENANTS

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CAROLINA LAND DEVELOPERS, INC., a North Carolina corporation, the owner of the subdivision known as CRYSTAL BEACH ESTATES, as shown on a map thereof duly recorded in the office of the Register of Deeds for Beaufort County, North Carolina, does hereby covenant and agree with all persons, firms or corporations hereafter acquiring any of the lots shown on the map of said subdivision that all of the platted lots shown on said map are subject to the following restrictive covenants governing the use thereof, which covenants shall run with the said property by whomsoever owned, to wit:

A. The subject lot or lots shall be used only for the purpose of family residence and appropriate uses accessory thereto. No building shall be erected thereon except a dwelling house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence. Any dwelling must contain a minimum of four hundred (400) feet livable floor space, excluding porches and garage.

B. No building or addition thereto, or any fence or other structure shall be erected without the written approval of Carolina Land Developers, Inc. its successors or assigns, and such building or addition shall be constructed in accordance with the plans and specifications submitted to Carolina Land Developers, Inc., its successors or assigns, and in accordance with the building code of Beaufort County, North Carolina.

C. No business or occupation of any kind, other than the home practice of a physician, may at any time be carried on or permitted upon subject lot or lots, except those areas which may be designated for such use on the subdivision Plat of Crystal Beach Estates.

D. No tent, trailer, garage, basement or temporary building shall be used for temporary or permanent living quarters on subject lot or lots unless expressly agreed to in writing by Carolina Land Developers, Inc.

E. No sewerage or refuse shall be emptied into the Creek or River bounding said premises or any lands adjacent thereto, or into any cove or inlet, stream or waterway connected therewith; and any sewerage disposal or water supply system shall be of a type approved or recommended by State or Local departments of Health.

F. No dwelling including porches or bay windows attached thereto shall be built within twenty-five (25) feet of the front line of any lot within ten (10) feet of the outside lines of corner lots nor within five (5) feet of side lines on an abutting lot in said subdivision, except that set-back lines for water front lots will be established on the Plat of Crystal Beach Estates. In case of single ownership of more than one lot these restrictions shall apply to the parcel owned as a whole.



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G. No untended boats shall be anchored off shore in the River. When not in use, boats shall be pulled up on the bank or moored as closely adjacent to the bank as safety allows, in order that navigation will not be impeded. It is distinctly understood that the use of the River for boating, fishing, swimming, and anchorage is to be at the person's own risk and Carolina Land Developers, Inc. shall not be liable for damages or injury resulting.

H. An easement of five (5) feet width adjoining the front, side or rear lines of any lot is specifically reserved for public utility and drainage purposes and the right is reserved by Carolina Land Developers, Inc., its successors or assigns, to go upon vacant lots, cut grass and weeds, or plant flowers and shrubbery.

I. The subject lot or lots shall be subject to an annual charge of twelve dollars and fifty cents (\$12.50) for maintenance of roads. This charge shall be payable on the first day of February of each year hereafter to Carolina Land Developers, Inc., its successors or assigns. It is expressly agreed that said charges shall constitute a lien on subject lot or lots and the owner or owners from the time of acquiring title thereto shall be held to have covenanted and agreed to pay Carolina Land Developers, Inc., its successors or assigns, all charges provided for in this paragraph.

J. The foregoing covenants may be amended from time to time by written instrument executed by the owners of a majority of the lots in the aforesaid subdivision and recorded among the Land Records of Beaufort County, North Carolina.

IN WITNESS WHEREOF, Carolina Land Developers, Inc. has executed this instrument this 21 day of July, 1960.

CAROLINA LAND DEVELOPERS, INC.

By: \_\_\_\_\_ (signed) \_\_\_\_\_ (SEAL)  
Floyd W. Cooper, Jr.  
President

ATTEST:

\_\_\_\_\_  
(signed)  
Secretary

(CORPORATE SEAL)

FOR REGISTRATION REGISTER OF DEEDS  
Jennifer Leggett Whitehurst  
Beaufort County, NC  
April 04, 2013 11:02:44 AM  
Book 1813 Page 1-216  
FEE: \$830.00  
INSTRUMENT # 2013001946



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**AMENDMENT TO RESTRICTIVE COVENANTS  
CRYSTAL BEACH ESTATES, BEAUFORT COUNTY, NC  
MANAGED BY CRYSTAL BEACH IMPROVEMENT CORP.**

THAT WHEREAS, the undersigned own a majority of the lots within the Crystal Beach Estates subdivision created by Carolina Land Developers, Inc. shown on those certain maps of record in Map Book 13, Page 54; Map Book 14, Pages 44-45 & 56-58; Map Book 16, Pages 22-23; and Map Book 17, Pages 30 & 47, Beaufort County Registry, and pursuant to the Restrictive Covenants of record in Book 511, Page 413 of the Beaufort County Registry, and specifically paragraphs I. and J. of said Restrictive Covenants, the undersigned desire to and do amend paragraph I. of said Restrictive Covenants as follows:

**SECTION 1.**

Paragraph I. is amended to read as follows:

I. The rules, regulations, bylaws, assessment and amendment provisions provided in the attached Bylaws of the Crystal Beach Improvement Corporation are incorporated herein by reference as an amendment to the Restrictive Covenants for Crystal Beach Estates. The Restrictive Covenants and all amendments thereto may be amended from time to time pursuant to the procedure provided in Article IX of the



- Bylaws. Should any provisions of the Restrictive Covenants and amendments thereto be in conflict or inconsistent with the attached Bylaws, then the rules and provisions provided in the Bylaws shall control.

SECTION 2.

The undersigned desire to and do delete paragraph J. of said Restrictive Covenants in its entirety.

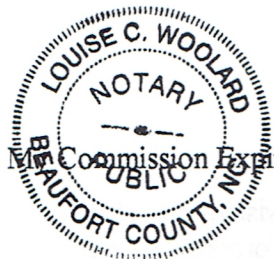
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and adopted as their seals, the typewritten word "Seal" appearing beside their names, this the 2 day of April, 2013.

*Jack F. Cherry*  
 \_\_\_\_\_  
 Jack F. Cherry, President  
 Crystal Beach Improvement Corporation

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

Before me, a Notary Public in and for the County and State aforesaid, this day personally appeared JACK F. CHERRY and acknowledged that he is President of CRYSTAL BEACH IMPROVEMENT CORPORATION, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by JACK F. CHERRY, as President.

Witness my hand and official stamp or seal, this 2 day of April, 2013.



My Commission Expires: 9/8/2016

*Louise C. Woolard*  
 \_\_\_\_\_  
 Notary Public