

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

KNOW ALL MEN BY THESE PRESENTS that HOLDEN BEACH REALTY CO., INC., a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with an office in Holden Beach, North Carolina, does hereby dedicate and establish the following covenants, restrictions and conditions to be hereafter applicable to all conveyances of land by Holden Beach Realty Co., Inc., its successors or assigns in that certain development known as Holden Beach West Subdivision when deed or deeds for such land shall make specific reference to this dedication or declaration; said covenants, restrictions and conditions to run with said land by whomsoever owned, and which are expressly consented to by the grantee or grantees in said deed or deeds by the mere acceptance of said deed or deeds. Said covenants, restrictions and conditions are specifically listed as follows:

ONE

No dwelling, fence or other structure shall be erected, placed or altered on any lot in the Holden Beach West Subdivision until the proposed building plans, specifications, elevations, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by Holden Beach Realty Co., Inc. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records.

TWO

That the maximum balance of view, privacy and breeze will be available to each building located within the development and to assure that all structures will be located with regard to the topography of each individual lot, taking into consideration the height of the dunes and similar considerations, the Company reserves to itself the right to control and solely to decide

the precise site and location of any building or dwelling or other structure upon all lots within this development.

(b) Since the establishment of standard inflexible building setback lines for location of buildings or structures on lots tends to force construction of said structures both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the ocean, preservation of dunes, important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, the Company reserves the right to control and approve absolutely the site and location of any house, building, dwelling or other structure upon any lot.

Generally, however, in the Company's right to control, the following guides for building lines shall be used as a minimum standard:

(a) On Ocean Front lots no building or structure shall be located within one hundred (100) feet of the mean high water line of the Atlantic Ocean in back of said lot, within twenty-five (25) feet of the street right-of-way in front of said lot, and within twelve (12) feet of the sides of said lot.

(b) On all other lots other than Ocean Front lots no building or structure shall be located within fifty (50) feet of the mean high water line of Boones Channel on the back line of said lot in back of said lot, within twenty-five (25) feet of the street right-of-way in front of said lot, and within twelve (12) feet of the sides of said lot.

### THREE

Construction within the development shall be governed by the following general minimum requirements:

(a) All buildings shall be constructed a minimum of Fourteen (14) feet above Mean Sea Level; except, however, garages and storage buildings, approved as set out above, may be on ground level.

(b) All Ocean front dwellings on Ocean front lots shall have a minimum of one thousand four hundred (1400) square feet of enclosed living area, exclusive of garages, boat sheds, terraces, decks and open porches.

(c) All dwellings other than Ocean front dwellings on Ocean front lots shall have a minimum of one thousand two hundred (1200) square feet of living area, exclusive of garages, boat sheds, terraces, decks and open porches.

(d) Notwithstanding undue hardship, the exterior of all approved buildings located within this subdivision shall have been completed within six months after construction shall have been commenced, and failure to complete the exterior of such buildings within the six months period shall operate as a forfeiture of the permit granted, at the option of Holden Beach Realty Co., Inc., or its successors, and thereupon the said Company shall have the right and privilege to go upon the premises with such labor and material as are necessary, and complete the same, and such shall operate as a primary lien against the structure and the lot upon which it is located.

(e) No temporary structures, such as trailers, tents, or mobile homes, shall be placed on any lot within this development; provided, however, that in the course of the construction of the building as set out above, the contractor or builder may have shelters or storage sheds to protect the lumber and building supplies used in the course of the construction and for no other purpose, and all such shelters or storage sheds shall be removed from the premises within ten days after the completion of the building.

FOUR

It is the intent and purpose of Holden Beach Realty Co., Inc. to develop and maintain the Holden Beach West complex into an exclusive residential community of the highest quality and at the same time endeavor to retain the natural, unspoiled beauty now existing on the Island, and to that end the following restrictive uses and limitations are placed on all lots sold within this development:

(a) Each lot owner within the development shall maintain and preserve his lot or lots in a clean, orderly and attractive appearance within the spirit of this development, as set out above. Failure on the part of the lot owner to adhere to such proper, clean, orderly and attractive maintenance of his property, upon ten days' written notice given to him by Holden Beach Realty Co., Inc. or its successor or assign, shall subject the lot owner to a suit for specific performance.

(b) No open or exposed storage, including junk or abandoned items of personal property, shall be maintained on any lot; no trash or refuse, including leaves, shall be burned in an open incinerator on the lots within the development.

(c) In an effort to effectively control obnoxious insects and pests, the Company reserves for itself, its agents and employees, the right to enter upon any residential lot within the development and use such measures and pursue such courses as may be necessary for such control of obnoxious insects and pests.

(d) The Company may from time to time furnish the lot owners within the development with a list of the protected shrubbery, herbs, grasses and all flora permitted to be transplanted within the development. The Company may make available from time to time to the lot owners lists of herbicides and pesticides that may be used on the property within the development. The Company reserves to itself the right to enforce strict conformity to these regulations and to use such legal means as are necessary to protect the ecology of the Island.

(e) The owners of any lots shall not remove, reduce, cut down or otherwise change or cause to be removed, reduced, cut down or changed the elevation of any sand dunes or ridges or both within the development, even upon their respective lots or any other lots on the Island, except with the written permission and consent of the company.

(f) The drilling of private wells for irrigation purposes or for any other purpose is expressly prohibited unless the plans and specifications are approved in advance, in writing, by the company.

FIVE

The Company reserves unto itself its successors and assigns, perpetual, alienable, and releasable easements within the development and the right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance of electricity, telephone, television cable facility, gas, sewer, water and other public conveniences or utilities on, in and over the rear and/or front ten feet of each lot and ten feet along the side of each lot within the development.

SIX

The Company reserves unto itself, its successors and assigns, perpetual, alienable and releasable easements within the development and the right on, over and under the ground to cut drainways for surface water and make any grading of the soil whenever and wherever such action may appear to the developing corporation to be necessary to maintain reasonable standards of health, safety and appearance.

SEVEN

The Company reserves unto itself perpetual, alienable and releasable easements to locate wells, pumping stations and water storage tanks within the development; provided, however, that the Company agrees to use reasonable care not to materially affect the appearance of the area within which the wells, pumping stations or tanks are located.

EIGHT

No lot within the development shall be subdivided or its boundary lines changed, except with the written consent of the developing corporation; provided, however, that any two property owners may jointly purchase and divide a lot between their respective lots, but in such event, such lot then ceases in perpetuity to be a lot in the development and is merged into the ownership of the respective adjoining property owners in the ratio of their division and such division must be recorded in writing with the developing corporation and made a part of its development files.

NINE

Parking on the traveled streets within the development shall be prohibited at all times; each lot owner shall provide off-street parking space for his and his family's use and the use of their guests. Any vehicle violating this restriction may be removed by the Company and towing charges assessed with the impounding of the vehicle.

TEN

No commercial signs, including "for rent," "for sale" and other similar signs shall be erected or maintained on any lot within the development except with the written consent of the developing company.

ELEVEN

In the event the owner desires to sell his, her or its property within the Holden Beach West development together with its improvements, if any, then said property shall be offered for sale to the Company at the same price at which the highest bona fide offer has been made for the property, and the said Company shall have fifteen (15) days within which to exercise its option to purchase said property at this price; and should the Company fail or refuse, within fifteen (15) days after the receipt of written notice of the price and terms to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Company.

TWELVE

Any reference to the term "Company" within all of these restrictions and covenants shall be considered to include and embrace the Company's successors, and assigns. Similarly, any reference to the terms "purchaser," "lot owner," "buyer," etc. shall be considered to include and embrace said party's heirs, executors and assigns.

THIRTEEN

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of Holden Beach Realty Co., Inc. for a period of twenty-five (25) years from the \_\_\_\_\_ day of \_\_\_\_\_, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

FOURTEEN

In the event of any violation or breach of any of the restrictions contained herein by any property owner or agent of such owner, Holden Beach Realty Co., Inc., or its successors or assigns, or the owners of lots within the development, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach of any of the restrictions set out above, but before litigation may be instituted ten days written notice of such violation shall be given to the owner or his agent. The failure to enforce any right, reservation or condition contained in this declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

FIFTEEN

The invalidation by any court of any restriction contained in this declaration shall in no way affect any of the other restrictions, but they and each of them shall remain in full force and effect.

IN TESTIMONY WHEREOF, The said Holden Beach Realty, Co., Inc. has caused this instrument to be signed in its name by its President and attested by its Secretary and its corporate seal affixed thereto, all as the act and deed of said corporation, this the 16 day of October, 1978.

HOLDEN BEACH REALTY CO., INC.

BY: [Signature]

(CORPORATE SEAL)

ATTEST

[Signature]  
SECRETARY

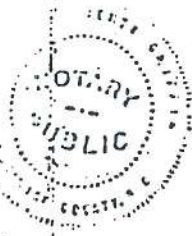
STATE OF NORTH CAROLINA

COUNTY OF Brunswick

I, Lois Daugherty Griffin, a Notary Public in and for the County and State aforesaid, do hereby certify that D.E. Shice (attesting officer) personally appeared before me and acknowledged that he is the Secretary of Holden Beach Realty Co., Inc., a North Carolina corporation, and that, by authority duly given and as an act of said corporation, the foregoing instrument was signed in its corporate name by R. Frank Wood its President, sealed with its corporate seal and attested by himself as its secretary.

Given under my hand this the 16 day of October, 1978.

My Commission expires on the 3<sup>rd</sup> day of September, 1979.



Lois Daugherty Griffin  
NOTARY PUBLIC

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

Lois Daugherty Griffin, Notary Public

Recorded this 16th day of Oct. 1978 at 12:22 (is/are) certified to be correct  
o'clock P M. PJ

William W. Gaither, Register of Deeds

William W. Gaither