

## ATTACHMENT A

**1. Paragraph Two, Section (b) is amended as follows (highlighted portion is proposed new language):**

(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 considers re given maximum effect, the Association reserves the right to control and approve absolutely the site and location of any house, building, dwelling or other structure upon any lot. The reconstruction of any dwelling existing as of the effective date of this Amendment but subsequently destroyed shall be permitted to rebuild in the same location notwithstanding the Association's current set back requirements; provided, however, that this provision is subject to all applicable law, ordinances, and other such governmental regulations, including, but not limited to, the law and regulations of the State of North Carolina, and the Ordinances of the County of Brunswick and the Town of Holden Beach.

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

(i) 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 on the sides of said lot.

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

Notwithstanding the setback requirement set forth in paragraphs (i) and (ii) above, the Association reserves the right to waive construction setback requirements when Association determines that such waiver is necessary to balance the interest of view, privacy, breeze, and construction standards required under this Declaration and/or applicable zoning and building codes, septic tank and drain line placement or any other factors reasonably bearing on or affecting placement of improvements. Any such waiver

must be granted in writing. No waiver shall be granted which contravenes setback requirements mandated by local, state, or federal laws or regulations.

**Lots 2-7 shall be exempt from the setback requirements set forth herein.**

**2. Paragraph Three, Section (f) is amended as follows (highlighted portion is proposed new language):**

(f) Consistent with the provisions of Paragraph Three of the Declaration, no new dwelling shall be constructed, no existing dwelling shall be altered, and no plans and specifications shall be approved with respect thereto if the new dwelling has or the existing dwelling will be remodeled, altered, or modified to have:

i. More than eight (8) bedrooms (including for this purpose dens, offices and similar rooms suitable for use as a bedroom), **provided, however, that the owner of any dwelling existing as of the effective date of this amendment and having more than eight (8) bedrooms which is subsequently destroyed shall be allowed to reconstruct such dwelling with the same number of bedrooms as existed prior to the destruction of the dwelling;** and/or

ii. More than ten (10) bathrooms and/or half bathrooms **provided, however, that the owner of any dwelling existing as of the effective date of this Amendment and having more than ten (10) bathrooms which is subsequently destroyed shall be allowed to reconstruct such dwelling with the same number of bathrooms as existed prior to the destruction of the dwelling.**

**3. Paragraph Twenty Two is amended as follows (highlighted portion is proposed new language):**

22. Single Family Use. **Nothing in the First or Second Amendment to the Declaration shall be interpreted or constructed as any restriction on the rental of a Lot, provided, however, that such rental is in compliance with the Declaration, as amended.**

Lots are restricted to single family use and only single family residential dwellings may be constructed on lots, including duplexes; and, accordingly, no dwelling or portion of a dwelling may be (i) operated, rented or used as a hotel, motel, guest dwelling, bed and breakfast, rooming dwelling, hostel, group home, or similar lodging facility for transient lodging or similar functions or in a manner that is functionally equivalent thereto; or (ii) operated, used or rented as a meeting, reception, or conference, banquet, event, party or other event venue on a regular or recurring basis in a manner inconsistent with single family residential use and occupancy; provided, however, that the occasional holding or

hosting of Large Events at a dwelling pursuant to the restrictions set forth in Paragraph Nineteen and the reasonable rules and regulations adopted pursuant thereto shall not be deemed to be inconsistent with this restriction.