

NORTH CAROLINA

CARTERET COUNTY

THIS DECLARATION OF COVENANTS Made effective this 1st day of January, 1975, by and among, William Harris Hon, and Wife, Katherine Pope Hon, of Chatham County, Georgia, John R. Warren and Ruth Spargo Warren of Cabell and Wayne Counties, West Virginia, John Rixey Moore of Fairfield County, Connecticut, Ronald M. Shelley and Wife, _____, of Wise County, Virginia, hereinafter referred to as "Owners";

W I T N E S S E T H :

THAT WHEREAS, all of the above are owners of one or more lots in that subdivision known as Hoffman Beach, located on Bogue Banks, Carteret County, North Carolina, as per a plat by Henry L. and Thomas W. Rivers, dated June, 1952, and recorded in Book of Maps 3 at page 15, Carteret County Registry, and ...

WHEREAS the Hoffman Beach area is now a development strictly confined to high quality residential-only homesites and the present covenants which protect this residential quality are due to expire during the year 1975, and...

WHEREAS the individuals named herein recognize the benefits of preserving this residential quality and propose to, and hereby do, effect this by the perpetuation of the hereinafter designated covenants,

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar each in hand to the other paid, the receipts of which are hereby acknowledged, and upon further consideration of the mutual covenants contained herein, the above parties do hereby voluntarily subject any land they may own in the aforesaid Hoffman Beach Subdivision to the following Restrictions and Covenants, which Restrictions and Covenants shall run with the land and shall be binding upon all their land in the Hoffman Beach Subdivision from the date of this agreement until the expiration thereof as later provided.

(1). DURATION.

These covenants, and restrictions shall continue in full force and effect until January 1, 1985, at which time they shall automatically be extended for additional periods of ten (10) years

BENNETT
And
McCONKIFY
P. A.
1005 Shepard St.
Morehead City, N. C.
28557

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each until and unless a majority of the lots in the Hoffman Beach Subdivision, represented by owners, shall affirmatively vote against such continuation and shall place on record a cancellation of these Restrictions and Covenants.

(2). PURPOSE.

These Hoffman Beach lots shall be used for single-family residential purposes only; specifically excluding multiple dwelling types of structures such as condominiums, co-operatives, apartments, duplexes and triplexes. No lot or lots shall be adopted or used for commercial activity of any type whatsoever, in whole or in part.

(3). MINIMUM LINES.

No building shall be erected or allowed to remain on any lot or lots which is located nearer the boundary line of said lot or lots than is shown by the building set back lines shown on the map of Hoffman Beach Subdivision which is recorded in Map Book 3, at page 15, Carteret County Registry.

(4). RESUBDIVIDING.

No lot or lots shall at anytime be resubdivided into an area smaller than originally exists for that lot or lots on the recorded map of Hoffman Beach, and no smaller than such platted lot or lots may be utilized for a building site. The property covered by this instrument cannot be sold or transferred in any smaller unit or area than that platted on the recorded map of Hoffman Beach.

(5). MINIMUM SIZE.

No residence with less than 1,000 square feet of space within the living area shall be erected within the Hoffman Beach Subdivision.

(6). FENCE OR WALL.

No fence or wall shall be erected or allowed to remain on any lot which said fence or wall is higher than five (5) feet above the general level of the ground.

(7). BILLBOARDS.

No sign or billboard shall be erected or allowed to remain on any lot covered by this document other than a "for sale" or a "for rent" sign not larger than 1 foot by 2 feet in size.

(8). EASEMENTS.

(9). MOBILE HOMES.

No mobile homes, single or double width, whether permanently affixed or temporarily placed on the land shall be permitted to remain on any lot covered by this document. The term "mobile home" shall include, but not necessarily be limited to any trailer or habitable motor vehicle or any structure defined as a mobile home by the North Carolina Department of Motor Vehicles.

(10). ENFORCEMENT.

If any individual property owner, their heirs, assigns, or successors in title shall violate any of the Covenants and Restrictions contained herein it shall be lawful for any other person owning property in Hoffman Beach, jointly or severally, to prosecute any proceeding at law or in equity against such person violating any of such Covenants or Restrictions and to either prevent such violation, remove such violation or recover damages for such violation, or any combination thereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.

William Harris Hon (SEAL)
 William Harris Hon
Katherine Pope Hon (SEAL)
 Katherine Pope Hon
John R. Warren (SEAL)
 John R. Warren
Ruth Spargo Warren (DIVERCED) (SEAL)
 Ruth Spargo Warren
John Rixey Moore (SEAL)
 John Rixey Moore
Ronald M. Shelley (SEAL)
 Ronald M. Shelley

GEORGIA

CHATHAM COUNTY

I, Bonnie P. Zeigler, Notary Public, do hereby certify that William Harris Hon, and Wife, Katherine Pope Hon, personally appeared before me this date and personally acknowledged their due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 29 day of January, 1975.

Bonnie P. Zeigler
Notary Public

My Commission Expires:

January 7, 1978

WEST VIRGINIA

CABELL & WAYNE COUNTIES

I, Samuel A. McCorkay, Jr., Notary Public, do hereby certify that John R. Warren personally appeared before me this date and personally acknowledged his due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 29 day of January, 1975.

Samuel A. McCorkay, Jr.
Notary Public

My Commission Expires:

September 15, 1977

WEST VIRGINIA

CABELL & WAYNE COUNTIES

I, _____, Notary Public, do hereby certify that Ruth Spargo Warren personally appeared before me this date and personally acknowledged her due execution of the foregoing instrument.

WITNESS my hand and notarial seal this _____ day of January, 1975.

My Commission Expires: _____

Notary Public

CONNECTICUTT

FAIRFIELD COUNTY

I, JACK PALADINO, Notary Public, do hereby certify that John Rixey Moore personally appeared before me this date and personally acknowledged his due execution of the foregoing instrument. March 1975

WITNESS my hand and notarial seal this 3 day of ~~January~~, 1975.

[Signature]
Notary Public

My Commission Expires:

JACK PALADINO

Notary Public, Fairfield County

My Commission expires Apr. 1, 1977.

VIRGINIA

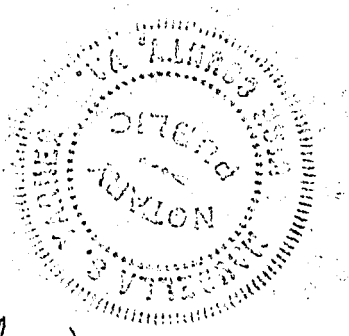
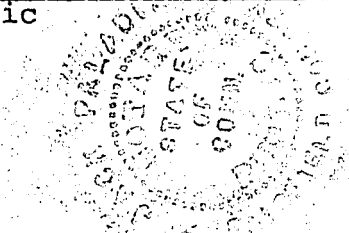
WISE COUNTY

I, Maudelle S. Varner, Notary Public, do hereby certify that Ronald M. Shelley, and Wife, [Signature] personally appeared before me this date and acknowledged their due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 11th day of January, 1975.

My Commission Expires: 11-76

[Signature]
Notary Public



Bonnie P. Zeigler
Samuel A. McCorkay Jr.
Jack Paladino
Maudelle S. Varner

NORTH CAROLINA, CARTERET COUNTY

The foregoing certificate(s) of Maudelle S. Varner (are) certified to be correct This instrument was presented for registration and recorded in this office in Book 319.

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This 12 day of Jan, 1975 at 9:30 O'clock A.M.

[Signature] HUGH SALTER
Asst. Register of Deeds