

NORTH CAROLINA

CARTERET COUNTY

THIS DECLARATION OF COVENANTS Made effective this 1st day of January, 1975, by and among Henry T. Holsapple, and Wife, Anne C. Holsapple, W. R. Pistole, and Wife, Sara Porter Pistole, Oswald M. Sowers, and Wife, Sarah B. Sowers, and R. G. Page, Jr., and Wife, Barbara S. Page, all of Forsythe County, North Carolina, 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 each until and unless a majority of the lots in the Hoffman Beach

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

Book 378

Page 498

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 area 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.

The lots in Hoffman Beach are subject to an easement for purposes of rights of way for water and sewer pipes, telephone and electric light poles, wires, cables and all relevant equipment for their installation, use and maintenance. This easement and right-of-way shall be confined to a distance of not more than five (5) feet from the street or road property line of each lot.

(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.

Henry T. Holsapple (SEAL)
Henry T. Holsapple
Anne C. Holsapple (SEAL)
Anne C. Holsapple
W. R. Pistole (SEAL)
W. R. Pistole
Sara Porter Pistole (SEAL)
Sara Porter Pistole
Oswald M. Sowers (SEAL)
Oswald M. Sowers
Sarah B. Sowers (SEAL)
Sarah B. Sowers
R. G. Page, Jr. (SEAL)
R. G. Page, Jr.
Barbara S. Page (SEAL)
Barbara S. Page

NORTH CAROLINA

FORSYTH COUNTY

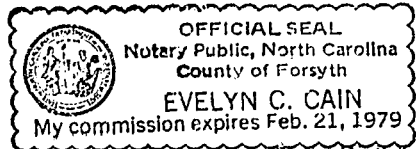
I, Evelyn C. Cain, Notary Public, do hereby certify that Henry T. Holsapple, and Wife, Anne C. Holsapple, personally appeared before me this date and acknowledged their due execution of the foregoing instrument.

WITNESS My hand and seal this 10th day of January, 1975.

Evelyn C. Cain
Notary Public

My Commission Expires:

February 21, 1979



NORTH CAROLINA

FORSYTH COUNTY

I, Florian B. Lum, Notary Public, do hereby certify that W. R. Pistole, and Wife, Sara Porter Pistole, personally appeared before me this date and acknowledged their due execution of the foregoing instrument.

WITNESS my hand and seal this 21st day of January, 1975.

Florian B. Lum
Notary Public

My Commission Expires:

June 4, 1977

NORTH CAROLINA

FORSYTH COUNTY

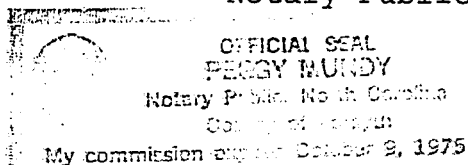
I, Peggy Mundy, Notary Public, do hereby certify that Oswald M. Sowers, and Wife, Sarah B. Sowers, personally appeared before me this date and acknowledged their due execution of the foregoing instrument.

WITNESS my hand and seal this 14th day of January, 1975.

Peggy Mundy
Notary Public

My Commission Expires:

October 9, 1975



NORTH CAROLINA

FORSYTH COUNTY

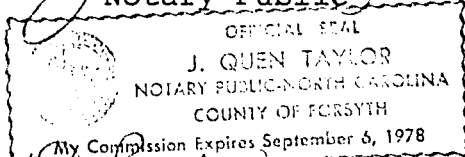
I, J. QUEN TAYLOR, Notary Public, do hereby certify that R. G. Page, Jr., and Wife, Barbara S. Page, personally appeared before me this date and acknowledged their due execution of the foregoing instrument.

WITNESS my hand and seal this 13 day of January, 1975.

J. Quen Taylor
Notary Public

My Commission Expires:

9-6-78



NORTH CAROLINA, CARTERET COUNTY

The foregoing certificate(s) of Peggy Mundy is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 378.

Page 498

This 12 day of Nov, 1975 at 9:30 o'clock A.M.

Hugh Salter
Asst. Register of Deeds

Evelyn C. Cain