

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

THIS AGREEMENT OF DECLARATION, Made and entered into this the _____ day of January, 1971, by and between GLENN N. WILLIAMSON and wife, MARY M. WILLIAMSON, and DAVID T. BOWERS and wife, REBECCA F. BOWERS, parties of the first part; and any person, firm or corporation hereafter acquiring title to or any interest in the property hereinafter described, parties of the second part;

W I T N E S S E T H

THAT WHEREAS, the parties of the first part are the owners of a tract of land lying and being in Lockwood Folly Township, Brunswick County, North Carolina, which they acquired from Winfred R. Ervin and wife, Virginia R. Ervin, and Jack W. Rollins and wife, Hettie W. Rollins, by deed dated August 8, 1970, and recorded in the office of the Register of Deeds of Brunswick County, North Carolina, in Book 245 at page 753; and

WHEREAS, the parties of the first part are planning and developing a subdivision; and

WHEREAS, to insure high standards and orderly development of residential properties in this development, they wish to impose on all of this property which they have subdivided and called "Buccaneer Hills," a part of which is shown on a map recorded in the office of the Register of Deeds of Brunswick County in Map Book 10 at page 71, a uniform set of restrictions.

NOW, THEREFORE, for and in consideration of the premises and of a future purchase of any of the property, described in a deed recorded in the office of the Register of Deeds of Brunswick County in Book 245 at page 753, by any person, firm or corporation, the parties of the first part do herein state, declare and agree that the conveyance of lots from this property shall be made subject to the following restrictions, obligations, and covenants whether or not the same are referenced in any deeds of conveyance by the parties of the first part,

1. These covenants, restrictions and conditions (hereinafter referred to as "covenants") shall be applicable to all lots in Buccaneer Hills, near Holden Beach, N. C.

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2. The expression "managing group" as herein used shall be construed to mean Buccaneer Hills Land Co., its successors or assigns, or any agent designated by it to act reference these covenants.

3. No lot shall be used except for family residential or recreational purposes. No lot shall be used for commercial purposes without express written permission from the managing group.

4. Each and every lot owner shall be privileged to use for boating, all areas designated from time to time for that purpose by the managing group; but in using same, he shall be required to abide by such reasonable rules and regulations as might be made by the managing group.

5. No lot or lots shall be divided or subdivided, nor shall any portion or any less than the whole of any one lot be sold or conveyed; except that a lot may be subdivided into two portions and conveyed to the owners of the adjoining lots on either side, so as to become parts thereof; provided, however, that the property thus combined shall be considered as one lot for the purpose of these covenants.

6. No more than one residential building shall be erected on any one lot. No building or other structure shall be erected or altered on any lot until the building plans or alteration plans shall have been approved by the managing group.

7. The managing group must approve the location of wells and septic tanks on all lots. No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed in accordance with generally recognized good standards for health.

8. No building may be built on any lot within five (5) feet of any boundary line or within 25 feet from the street. All trailers shall be located on the lots at the discretion of the developers.

9. No residential building of less than 700 square feet (exclusive of porches) shall be constructed on any lot. Once construction of a building is begun, the exterior must be completed within twelve (12) months.

10. No mobile home of less than 480 square feet of living area shall be placed on any lot.

11. No mobile home manufactured prior to 1965 can be placed on a lot.

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12. No more than one (1) mobile home shall be placed on a lot.
13. No chickens or livestock of any kind can be kept on a lot.
14. Each lot owner shall at all times maintain his lot in a well kept condition. In the event that any lot is maintained in violation of the above requirements, the managing group reserves the right after five day's written notice to the lot owner, to enter and correct such condition, and charge same to lot owner.
15. No stale garbage, or any other condition conducive to the breeding of flies and rodents, or otherwise prejudicial to health or well being of the lot owners, shall be permitted to continue on any lot.
16. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become a nuisance or an annoyance to the neighboring lot owners.
17. In the event that the owner of any lot, or his heirs or assigns, shall violate, or attempt to violate, any of these covenants, then the managing group is empowered to bring any proceeding at law or in equity against the lot owner to prevent him from so doing, or to recover damages for such violations.
18. Any one or more of these covenants, can be altered, modified, canceled or changed as follows, to wit:

The managing group, at any time may give written notice to each and every lot owner of the time and place of a meeting at which the proposed change shall be considered. If fifty percent or more of the lot owners present and voting at such meeting shall vote in favor of the change, the change shall thereupon be considered as approved.
19. Invalidation of any one of these covenants by court decree, or any other means, shall in no way affect any of the other covenants, but they shall remain in full force and effect.
20. These covenants shall continue in effect until they shall be terminated by a declaration of termination executed by the managing group and 60% of the then owners of the lots to which they apply, when such declaration shall be recorded in the office of the Register of Deeds of Brunswick County, North Carolina. Unless sooner terminated by one of the methods above set out, they shall terminate automatically on December ____, 1985.

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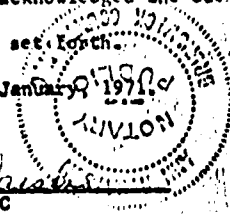
IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands and seals, the day and year first above written.

Glenn Williamson (SEAL)
Mary M. Williamson (SEAL)
David J. Bowers (SEAL)
Rebecca F. Bowers (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Ann R. Caison, NOTARY PUBLIC, do hereby certify that GLENN N. WILLIAMSON and wife, MARY M. WILLIAMSON, and DAVID T. BOWERS and wife, REBECCA F. BOWERS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.

Witness my hand and notarial seal, this 20th day of January, 1971.



Ann R. Caison
NOTARY PUBLIC

My commission expires:

12/5/74

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The foregoing certificate of ANN R. CAISON, NOTARY PUBLIC of Brunswick County is certified to be correct. Presented for registration and recorded in this office at Book 211, Page 63.

This 20th day of January, 1971 at 9:30 A.M.

D. T. CLARK
REGISTER OF DEEDS

D. T. Clark
REGISTER OF DEEDS