

RE: BOOK 1361
PAGE 286

RECORDED IN THE Brunswick COUNTY REGISTRY

NAMES OF ALL PARTIES TO THE ORIGINAL INSTRUMENT:

GRANTORS: Pointe West, LLC
TRUSTEE: _____
GRANTEES: Pointe West, LLC

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

I/WE, The Undersigned, hereby certify that the following corrections are made in the above named recorded instrument in accordance with the provisions of G.S. 47-36.1 ratified June 30, 1986.

DESCRIPTION OF CORRECTION (S): Article V, Enforcement/Amendment Section 6, Assignment of Easements and Enforcement Authority.
The name of the subdivision was incorrectly stated.

THIS, THE 15 DAY OF March 2001 19

[Signature] (SEAL)

_____ (SEAL)

This explanation statement together with the attached instrument duly rerecorded at 1:59:22 o'clock P M this the 15th day of March, 2001 in the Book and page shown on the first page hereof.

[Signature] Register of Deeds By [Signature] Assistant/Deputy Register of Deeds

RECORD OF POOR QUALITY
DUE TO CONDITION OF ORIGINAL

NET Dianne Baxley
TOTAL 22 - REV _____ TC# 17
REC# _____ CK AMT 22 9.22

**PUBLIC DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS
FOR POINTE WEST SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that Pointe West, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of North Carolina, herein sometimes referred to as Grantor or Developer, 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 its successors or assigns in that certain development known as Pointe West Subdivision (“the subdivision”), as described in a survey plat of the same recorded in Map Cabinet 21 at Pages 221 and 222, Brunswick County Registry, 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 conveyance deed or deeds by the mere acceptance of said deed or deeds. Said covenants, restrictions and conditions are specifically listed as follows:

ARTICLE I

EASEMENTS

SECTION 1. Perpetual, alienable easements are reserved as necessary in the herein described lots for the installation and maintenance of all utilities including underground utilities and drainage facilities. Specifically included herein are easements for the location of underground and above-ground electric transmissions equipment and telephone equipment.

SECTION 2. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency service to enter upon the lot in the performance of their duties.

SECTION 3. There is specifically and in addition to the additional easements reserved hereby reserved unto the Grantor, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground with men and equipment to erect, maintain, inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains, street lights and other suitable equipment for the conveyance and use of electricity, telephone equipment, sewer, water or other public convenience or utilities on, in or over the lot; provided, further, that the Grantor or its designee may cut drainways for surface water whenever action may appear to the Grantor to be necessary in order to maintain reasonable standards of health, safety and appearance. Those easements and rights expressly include the right to cut any trees, bushes, shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and maintenance and to maintain reasonable standards of health, safety and appearance.

SECTION 4. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the Grantor, its successors and assigns, and the owner, purchaser, mortgagee and other person having an interest in said lot, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deed of conveyance, or in any mortgage or deed of trust or other evidence of obligation, to the easements and rights described in this Declaration.

SECTION 1. Grantor's Rights. All duties and responsibilities conferred by this Declaration shall be exercised and performed by the Grantor or its designee.

SECTION 2. Building and Site Improvements. No dwelling, fence, and/or other structure shall be commenced, erected, or maintained, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, architectural style, heights, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Grantor, or its designee. The Grantor, or its designee, will approve or disapprove such design, location, etc., within thirty (30) days after said plans and specifications have been properly submitted. Refusal of approval of any such plans, location or specification may be based upon any grounds, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Grantor shall seem sufficient. One copy of all plans and related data shall be furnished to the Grantor, as the case may be, for its records. The Grantor shall not be responsible for any structural or other defects in plans or specifications submitted to it or any structure erected according to such plans and specifications.

SECTION 3. General Requirements for the Approval of Plans:

A. No house plans will be approved unless the proposed house shall have a minimum of 1,600 square feet of enclosed dwelling area provided that should Town of Holden Beach ordinances specify a lesser maximum square footage than 1,600 square feet the said proposed house shall contain at least the maximum square footage permitted by said ordinances. The term "enclosed dwelling area" as used in the general requirements shall be the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open or covered porches, and like areas.

B. No home, non-common area building or non-common area structure with the exception of streetside entry stairs, but including porches, open decks, exterior air condenser platforms, etc., shall be located within the street side setback lines as shown on the plat recorded in Map Cabinet 21 at Pages 221 and 222, Brunswick Registry, and then only as authorized by the ordinances of the Town of Holden Beach.

C. Front, rear and side property line setback requirements for the construction of the house, building or other structure to be erected on any lot are as set forth in the subdivision map of Pointe West recorded in Map Cabinet 21 at Pages 221 and 222, Brunswick Registry, which setback requirements, as shown on said map, are incorporated herein by reference.

D. In order to assure that the foregoing considerations are given maximum effect, the site and location of the house or building or other structure shall be controlled by and must be approved absolutely by the Grantor. Provided, however, the Grantor and the owner must adhere to guidelines for set backs as set forth by the Department of Natural Resources and Community Development, the Coastal Resources Commission, the Town of Holden Beach, and any other present or future governmental agency or entity having jurisdiction over such matters.

standards required under these restrictions and/or applicable zoning and building codes, septic tank and drain line placement or any other factor reasonably bearing on or affecting placement of improvements. Any such waiver must be granted in writing. No waiver shall be granted which contravenes set back requirements mandated by local, state or federal laws or regulations. The authority to grant such waivers may be assigned by Grantor to a lawful successor or to the property owner's association, once formed.

E. The exterior of the house and other structures must be completed within seven (7) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder, due to strikes, fires, national emergency or natural calamities.

F. No structure, except as hereinafter provided, shall be erected, altered, or permitted to remain on a lot other than residential dwellings. One or more small accessory buildings (which may include a detached private garage) may be erected, altered or permitted to remain on the lot, provided said building and the use of such accessory building together with the dwelling does not in the opinion of the Grantor overcrowd the site, and provided further that such accessory buildings are not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. The location of all detached outbuildings shall be subject to architectural control as set forth in this article.

G. All service utilities, fuel tanks, clothes lines, wood piles and trash and garbage accumulations are not to be visible on any lot.

H. Off street parking for not less than two (2) passenger automobiles must be provided on the lot prior to the occupancy of the dwelling constructed on said lot. Parking on Tide Ridge Drive and Pointe West Drive shall be prohibited at all times.

I. No lot shall be subdivided, or its boundary line changed. It is permissible, however, for no more than two lots to be combined and for one residence to occupy a portion of both lots.

J. Wetlands Regulation. Grantor confirms the existence and applicability of an existing Restrictive Covenant and Condition recorded in Deed Book 1336 at Page 132, Brunswick Registry, pertaining to wetlands regulations of the State of North Carolina made applicable to lots 9 through 27 of Pointe West Subdivision as shown on the Map thereof recorded in Map Cabinet 21 at Pages 221 and 222, Brunswick Registry (the "wetlands restriction"). Grantor hereby ratifies and confirms the continued applicability of the wetlands restriction to the Subdivision and incorporates the same by reference in this Declaration of Covenants, Restrictions and Conditions the same as if set forth verbatim herein.

K. Impervious Coverage. In order to comply with the storm water runoff regulations of the State of North Carolina, the maximum impervious surface coverage allowed by lot is as set forth on the attached schedule A incorporated herein by reference.

L. Contractor. All residential construction in the Subdivision shall be performed by Coastal Development and Realty Builders, Inc., its lawful successors or assigns, unless otherwise specified in writing by developer.

SECTION 1. Land Use and Building Type. The lot shall not be used except for single family residential purposes. The operation of any business or commercial enterprise upon any lot is expressly prohibited. Provided, however, a lot may be used as a temporary sales office and/or model with the prior written consent of Grantor. Any structure erected or altered on a lot shall be subject to the provisions of Article II of this Declaration relating to architectural control. Only new construction shall be permitted on any lot and no home or other structure may be moved or relocated from any other property onto any lot.

SECTION 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of like nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. It shall be the responsibility of the lot owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on a lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specified area.

SECTION 3. Lot Maintenance. In the event that the lot owner shall fail or refuse to keep such premises free from weeds, underbrush, refuse piles, unsightly growth or objects, then, after ten days' notice from the Grantor, or its designee, the Grantor may enter upon the lot and remove the same at the expense of the owner, and such entrance shall not be deemed a trespass, and in the event of such removal a lien shall arise and be created in favor of the Grantor for the full amount of the cost thereof chargeable to the lot, including collection costs and such amounts shall be due and payable within thirty (30) days after the owner is billed therefor. Such lien shall be enforceable by Court proceedings as provided by law for enforcement of liens.

SECTION 4. Landscaping. Upon home completion, all yards shall be landscaped. Landscaping plans must be submitted and approved in writing by Grantor or its designee prior to commencement of landscaping activities. Grantor, or its designee, will approve or disapprove such design within fourteen (14) days after said plans have been properly submitted. Refusal of approval of any such plans, location or specification may be based upon any grounds, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Grantor shall seem sufficient. Landscaping shall include a thick growth of grass, shrubbery, bark, pine straw, etc., or any combination thereof of similar materials. It shall be completed within one hundred twenty (120) days after certification of compliance has been issued by the Town of Holden Beach. Failure to do so shall subject the owner to a \$20.00 per day penalty after the one hundred twenty (120) day period and such penalty shall be in addition to any legal expenses incurred by the Grantor or the Property Owners Association necessary to bring the lot into compliance, shall be a lien against the lot until collected and shall be enforceable by court proceedings as provided by law for enforcement of liens. Penalties so collected must be spent on the beautification of the subdivision. In performing landscaping or any other construction activity, existing landscaping and all developer placed landscaping, shall not be altered or disturbed without the prior written consent of the Grantor or its designee.

SECTION 5. Vehicles. Only personal passenger-type vehicles shall be visible on the premises of any lot except during construction or repairs. Buses, trailers, campers, etc.

basement, tent, snack, barn or other outbuilding shall be used on the lot any time as a residence, either temporarily or permanently.

SECTION 7. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on the lot or in any dwelling, except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free and are at all times properly restrained. No stable, poultry house or yard, exterior dog pen or other similar structure may be allowed on any property within the subdivision.

SECTION 8. Clothes Facilities. No outside clothes lines or clothes drying facilities shall be allowed within the subdivision.

SECTION 9. Outside Antennas. No outside radio or television antennas or satellite dishes shall be erected on the lot.

SECTION 10. Timing of Use. All lots will be left free of any vehicles, equipment, construction materials, etc. until the Grantor approves building plans and the Town of Holden Beach issues a building permit for said plans.

SECTION 11. Driveways. Driveways shall be constructed of concrete and shall be completed before occupancy of the home begins.

ARTICLE IV

PROPERTY OWNER'S ASSOCIATION

SECTION 1. A Property Owner's Association known as Pointe West Owner's Association, Inc. or by a similar name will be formed and shall be registered with the State of North Carolina ("the Association" or "Property Owner's Association"). Each lot owner shall have one vote and membership shall be mandatory. A majority of votes shall be required to make any legally binding decision. Until the Grantor has sold its lots, any decisions by the Property Owner's Association pertaining to covenants and restrictions shall not be binding unless agreed to by the Grantor.

SECTION 2. All common areas will be maintained by the Property Owner's Association as provided for in the Association bylaws. Assessments, as provided for in the Association bylaws, are mandatory and shall be required of each lot owner.

SECTION 3. The Property Owner's Association shall have the right to levy periodic assessments of members for the costs of common area maintenance and improvements and to levy and enforce liens for the collection of the same, as set forth in the bylaws of the association, in these restrictive covenants, or as otherwise provided by law.

ARTICLE V

ENFORCEMENT/AMENDMENT

SECTION 1. Servability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full

entering into or a lease or the entering into occupancy of the lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of this Declaration shall run with and bind the land and shall bind any person having at any time any interest or estate in the lot as though such provisions were made a part of each and every deed of conveyance or lease of any said lot.

SECTION 3. Changes. So long as Grantor should own any lot Grantor reserves the right to make additions or amendments to these covenants, restrictions and conditions provided the general integrity of said covenants is not violated. In addition these restrictions may be amended from time to time to either alter, rescind modify or add to the provisions herein contained or, to add additional provisions by majority vote of the property owners at a duly constituted meeting of the Association called for the purpose of making any said amendments or changes. So long as Grantor shall own any lot, Grantors prior consent to any said amendment, rescission, alteration or addition to these restrictions must be obtained.

SECTION 4. Violations. In the event of any violation or breach of any of the restrictions contained herein by any property owner or agent of such owner, Grantor, or its designee, successors or assigns or the owners of lots within the development or the Property Owner's Association, 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 lot 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.

SECTION 5. Validity Period. All covenants, restrictions and conditions set forth in this Declaration shall be binding on all parties for a period of twenty-five (25) years from the date of recordation hereof in the office of the Register of Deeds for Brunswick County, North Carolina, 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. Invalidation of any one or more of these restrictive covenants and conditions shall not result in invalidation or waiver in any respect of any remaining restrictive covenants and conditions which shall remain in full force and effect during the period hereof.

SECTION 6. Assignment of Easements and Enforcement Authority. Grantor shall have the right at anytime and no later than the time developer transfers and conveys title to the last lot owned by Grantor in Pointe West Subdivision to transfer and convey all easements, streets and common areas to the property owners association which shall thereupon assume responsibility for the jurisdiction and control thereof. In addition, Grantor shall have the right to designate the Property Owner's Association as its designee to enforce all of the provisions of these covenants, restrictions and conditions in the place and stead of developers and as provided in the bylaws.

POINTE WEST, LLC

By: Mark A. Saunders
Managing Member

STATE OF NORTH CAROLINA

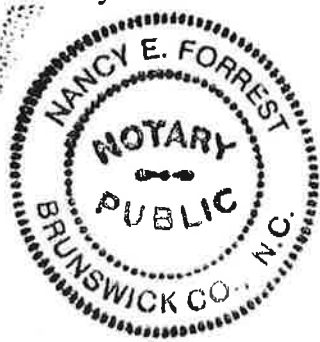
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, do hereby certify that Mark A. Saunders personally appeared before me this day and acknowledged that he is Managing Member of POINTE WEST, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him as its Managing Member.

WITNESS my hand and official seal, this the 24th day of Feb., 2000.

Nancy E. Forrest
NOTARY PUBLIC

My Commission Expires: 5-3-2003



Inst # 38147 Book 1361Page: 292

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of NANCY E FORREST

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 25th Day of February, 2000
in the Book and Page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

Lot 1	10130 S.F./ .23 AC.	3350 S.F./ .08 AC.
Lot 2	8306 S.F./ .19 AC.	2200 S.F./ .05 AC.
Lot 3	7522 S.F./ .17 AC.	2315 S.F./ .05 AC.
Lot 4	7521 S.F./ .17 AC.	2315 S.F./ .05 AC.
Lot 5	7556 S.F./ .17 AC.	2315 S.F./ .05 AC.
Lot 6	7509 S.F./ .17 AC.	2500 S.F./ .06 AC.
Lot 7	7996 S.F./ .18 AC.	2500 S.F./ .06 AC.
Lot 8	8996 S.F./ .21 AC.	2500 S.F./ .06 AC.
Lot 9	10696 S.F./ .25 AC.	2500 S.F./ .06 AC.
Lot 10	10593 S.F./ .24 AC.	2500 S.F./ .06 AC.
Lot 11	12161 S.F./ .28 AC.	3250 S.F./ .07 AC.
Lot 12	11791 S.F./ .27 AC.	3500 S.F./ .08 AC.
Lot 13	12825 S.F./ .29 AC.	4000 S.F./ .09 AC.
Lot 14	14614 S.F./ .34 AC.	2200 S.F./ .05 AC.
Lot 15	15858 S.F./ .36 AC.	2750 S.F./ .06 AC.
Lot 16	14404 S.F./ .33 AC.	4000 S.F./ .09 AC.
Lot 17	12980 S.F./ .30 AC.	4000 S.F./ .09 AC.
Lot 18	12793 S.F./ .29 AC.	4000 S.F./ .09 AC.
Lot 19	12547 S.F./ .29 AC.	4000 S.F./ .09 AC.
Lot 20	13829 S.F./ .32 AC.	4000 S.F./ .09 AC.
Lot 21	10765 S.F./ .25 AC.	4000 S.F./ .09 AC.
Lot 22	11154 S.F./ .26 AC.	4000 S.F./ .09 AC.
Lot 23	15661 S.F./ .36 AC.	4000 S.F./ .09 AC.
Lot 24	21875 S.F./ .50 AC.	4000 S.F./ .09 AC.
Lot 25	32356 S.F./ .74 AC.	4000 S.F./ .09 AC.
Lot 26	28475 S.F./ .65 AC.	4000 S.F./ .09 AC.
Lot 27	26103 S.F./ .60 AC.	4000 S.F./ .09 AC.
Lot 28	8476 S.F./ .19 AC.	1920 S.F./ .04 AC.
Lot 29	8924 S.F./ .20 AC.	2700 S.F./ .06 AC.
Lot 30	9793 S.F./ .22 AC.	2700 S.F./ .06 AC.
Lot 31	100068 S.F./ .23 AC.	2700 S.F./ .06 AC.
Lot 32	100042 S.F./ .23 AC.	2700 S.F./ .06 AC.
Lot 33	9999 S.F./ .23 AC.	2700 S.F./ .06 AC.
Lot 34	11478 S.F./ .26 AC.	3350 S.F./ .08 AC.

PUBLIC DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS
FOR POINTE WEST SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that Pointe West, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of North Carolina, herein sometimes referred to as Grantor or Developer, 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 its successors or assigns in that certain development known as Pointe West Subdivision ("the subdivision"), as described in a survey plat of the same recorded in Map Cabinet 21 at Pages 221 and 222, Brunswick County Registry, 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 conveyance deed or deeds by the mere acceptance of said deed or deeds. Said covenants, restrictions and conditions are specifically listed as follows:

ARTICLE I

EASEMENTS

SECTION 1. Perpetual, alienable easements are reserved as necessary in the herein described lots for the installation and maintenance of all utilities including underground utilities and drainage facilities. Specifically included herein are easements for the location of underground and above-ground electric transmissions equipment and telephone equipment.

SECTION 2. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency service to enter upon the lot in the performance of their duties.

SECTION 3. There is specifically and in addition to the additional easements reserved hereby reserved unto the Grantor, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground with men and equipment to erect, maintain, inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains, street lights and other suitable equipment for the conveyance and use of electricity, telephone equipment, sewer, water or other public convenience or utilities on, in or over the lot; provided, further, that the Grantor or its designee may cut drainways for surface water whenever action may appear to the Grantor to be necessary in order to maintain reasonable standards of health, safety and appearance. Those easements and rights expressly include the right to cut any trees, bushes, shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and maintenance and to maintain reasonable standards of health, safety and appearance.

SECTION 4. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the Grantor, its successors and assigns, and the owner, purchaser, mortgagee and other person having an interest in said lot, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deed of conveyance, or in any mortgage or deed of trust or other evidence of obligation, to the easements and rights described in this Declaration.

TS	AUX	CON	GR	PL	SHL	BY

RET RAT-DIANN
TOTAL 50.00 REV. 50.00
RECH 15.00 CK AMT 45.00 CK# 5783
CASH _____ REF _____ BY CA

ARCHITECTURAL CONTROL

SECTION 1. Grantor's Rights. All duties and responsibilities conferred by this Declaration shall be exercised and performed by the Grantor or its designee.

SECTION 2. Building and Site Improvements. No dwelling, fence, and/or other structure shall be commenced, erected, or maintained, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, architectural style, heights, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Grantor, or its designee. The Grantor, or its designee, will approve or disapprove such design, location, etc., within thirty (30) days after said plans and specifications have been properly submitted. Refusal of approval of any such plans, location or specification may be based upon any grounds, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Grantor shall seem sufficient. One copy of all plans and related data shall be furnished to the Grantor, as the case may be, for its records. The Grantor shall not be responsible for any structural or other defects in plans or specifications submitted to it or any structure erected according to such plans and specifications.

SECTION 3. General Requirements for the Approval of Plans:

A. No house plans will be approved unless the proposed house shall have a minimum of 1,600 square feet of enclosed dwelling area provided that should Town of Holden Beach ordinances specify a lesser maximum square footage than 1,600 square feet the said proposed house shall contain at least the maximum square footage permitted by said ordinances. The term "enclosed dwelling area" as used in the general requirements shall be the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open or covered porches, and like areas.

B. No home, non-common area building or non-common area structure with the exception of streetside entry stairs, but including porches, open decks, exterior air condenser platforms, etc., shall be located within the street side setback lines as shown on the plat recorded in Map Cabinet 21 at Pages 221 and 222, Brunswick Registry, and then only as authorized by the ordinances of the Town of Holden Beach.

C. Front, rear and side property line setback requirements for the construction of the house, building or other structure to be erected on any lot are as set forth in the subdivision map of Pointe West recorded in Map Cabinet 21 at Pages 221 and 222, Brunswick Registry, which setback requirements, as shown on said map, are incorporated herein by reference.

D. In order to assure that the foregoing considerations are given maximum effect, the site and location of the house or building or other structure shall be controlled by and must be approved absolutely by the Grantor. Provided, however, the Grantor and the owner must adhere to guidelines for set backs as set forth by the Department of Natural Resources and Community Development, the Coastal Resources Commission, the Town of Holden Beach, and any other present or future governmental agency or entity having jurisdiction over such matters.

Notwithstanding the set back requirements set forth in paragraphs C and D, hereof,

waiver is necessary to balance the interests of view, privacy, breeze, construction standards required under these restrictions and/or applicable zoning and building codes, septic tank and drain line placement or any other factor reasonably bearing on or affecting placement of improvements. Any such waiver must be granted in writing. No waiver shall be granted which contravenes set back requirements mandated by local, state or federal laws or regulations. The authority to grant such waivers may be assigned by Grantor to a lawful successor or to the property owner's association, once formed.

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F. No structure, except as hereinafter provided, shall be erected, altered, or permitted to remain on a lot other than residential dwellings. One or more small accessory buildings (which may include a detached private garage) may be erected, altered or permitted to remain on the lot, provided said building and the use of such accessory building together with the dwelling does not in the opinion of the Grantor overcrowd the site, and provided further that such accessory buildings are not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. The location of all detached outbuildings shall be subject to architectural control as set forth in this article.

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L. Contractor. All residential construction in the Subdivision shall be performed by Coastal Development and Realty Builders, Inc., its lawful successors or assigns, unless otherwise specified in writing by developer.

USE RESTRICTIONS

SECTION 1. Land Use and Building Type. The lot shall not be used except for single family residential purposes. The operation of any business or commercial enterprise upon any lot is expressly prohibited. Provided, however, a lot may be used as a temporary sales office and/or model with the prior written consent of Grantor. Any structure erected or altered on a lot shall be subject to the provisions of Article II of this Declaration relating to architectural control. Only new construction shall be permitted on any lot and no home or other structure may be moved or relocated from any other property onto any lot.

SECTION 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of like nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. It shall be the responsibility of the lot owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on a lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specified area.

SECTION 3. Lot Maintenance. In the event that the lot owner shall fail or refuse to keep such premises free from weeds, underbrush, refuse piles, unsightly growth or objects, then, after ten days' notice from the Grantor, or its designee, the Grantor may enter upon the lot and remove the same at the expense of the owner, and such entrance shall not be deemed a trespass, and in the event of such removal a lien shall arise and be created in favor of the Grantor for the full amount of the cost thereof chargeable to the lot, including collection costs and such amounts shall be due and payable within thirty (30) days after the owner is billed therefor. Such lien shall be enforceable by Court proceedings as provided by law for enforcement of liens.

SECTION 4. Landscaping. Upon home completion, all yards shall be landscaped. Landscaping plans must be submitted and approved in writing by Grantor or its designee prior to commencement of landscaping activities. Grantor, or its designee, will approve or disapprove such design within fourteen (14) days after said plans have been properly submitted. Refusal of approval of any such plans, location or specification may be based upon any grounds, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Grantor shall seem sufficient. Landscaping shall include a thick growth of grass, shrubbery, bark, pine straw, etc., or any combination thereof of similar materials. It shall be completed within one hundred twenty (120) days after certification of compliance has been issued by the Town of Holden Beach. Failure to do so shall subject the owner to a \$20.00 per day penalty after the one hundred twenty (120) day period and such penalty shall be in addition to any legal expenses incurred by the Grantor or the Property Owners Association necessary to bring the lot into compliance, shall be a lien against the lot until collected and shall be enforceable by court proceedings as provided by law for enforcement of liens. Penalties so collected must be spent on the beautification of the subdivision. In performing landscaping or any other construction activity, existing landscaping and all developer placed landscaping, shall not be altered or disturbed without the prior written consent of the Grantor or its designee.

SECTION 5. Vehicles. Only personal passenger-type vehicles shall be visible on the premises of any lot except during construction or repairs. Buses, trailers, campers, etc. shall not be visible except boat trailers may be parked in the open ground floor area under

SECTION 6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on the lot any time as a residence, either temporarily or permanently.

SECTION 7. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on the lot or in any dwelling, except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free and are at all times properly restrained. No stable, poultry house or yard, exterior dog pen or other similar structure may be allowed on any property within the subdivision.

SECTION 8. Clothes Facilities. No outside clothes lines or clothes drying facilities shall be allowed within the subdivision.

SECTION 9. Outside Antennas. No outside radio or television antennas or satellite dishes shall be erected on the lot.

SECTION 10. Timing of Use. All lots will be left free of any vehicles, equipment, construction materials, etc. until the Grantor approves building plans and the Town of Holden Beach issues a building permit for said plans.

SECTION 11. Driveways. Driveways shall be constructed of concrete and shall be completed before occupancy of the home begins.

ARTICLE IV

PROPERTY OWNER'S ASSOCIATION

SECTION 1. A Property Owner's Association known as Pointe West Owner's Association, Inc. or by a similar name will be formed and shall be registered with the State of North Carolina ("the Association" or "Property Owner's Association"). Each lot owner shall have one vote and membership shall be mandatory. A majority of votes shall be required to make any legally binding decision. Until the Grantor has sold its lots, any decisions by the Property Owner's Association pertaining to covenants and restrictions shall not be binding unless agreed to by the Grantor.

SECTION 2. All common areas will be maintained by the Property Owner's Association as provided for in the Association bylaws. Assessments, as provided for in the Association bylaws, are mandatory and shall be required of each lot owner.

SECTION 3. The Property Owner's Association shall have the right to levy periodic assessments of members for the costs of common area maintenance and improvements and to levy and enforce liens for the collection of the same, as set forth in the bylaws of the association, in these restrictive covenants, or as otherwise provided by law.

ARTICLE V

ENFORCEMENT/AMENDMENT

SECTION 1. Servability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

with the provisions of the Declaration. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of the lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of this Declaration shall run with and bind the land and shall bind any person having at any time any interest or estate in the lot as though such provisions were made a part of each and every deed of conveyance or lease of any said lot.

SECTION 3. Changes. So long as Grantor should own any lot Grantor reserves the right to make additions or amendments to these covenants, restrictions and conditions provided the general integrity of said covenants is not violated. In addition these restrictions may be amended from time to time to either alter, rescind modify or add to the provisions herein contained or, to add additional provisions by majority vote of the property owners at a duly constituted meeting of the Association called for the purpose of making any said amendments or changes. So long as Grantor shall own any lot, Grantors prior consent to any said amendment, rescission, alteration or addition to these restrictions must be obtained.

SECTION 4. Violations. In the event of any violation or breach of any of the restrictions contained herein by any property owner or agent of such owner, Grantor, or its designee, successors or assigns or the owners of lots within the development or the Property Owner's Association, 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 lot 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.

SECTION 5. Validity Period. All covenants, restrictions and conditions set forth in this Declaration shall be binding on all parties for a period of twenty-five (25) years from the date of recordation hereof in the office of the Register of Deeds for Brunswick County, North Carolina, 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. Invalidation of any one or more of these restrictive covenants and conditions shall not result in invalidation or waiver in any respect of any remaining restrictive covenants and conditions which shall remain in full force and effect during the period hereof.

SECTION 6. Assignment of Easements and Enforcement Authority. Grantor shall have the right at anytime and no later than the time developer transfers and conveys title to the last lot owned by Grantor in Heron Landing Subdivision to transfer and convey all easements, streets and common areas to the property owners association which shall thereupon assume responsibility for the jurisdiction and control thereof. In addition, Grantor shall have the right to designate the Property Owner's Association as its designee to enforce all of the provisions of these covenants, restrictions and conditions in the place and stead of developers and as provided in the bylaws.

this the 24th day of Feb., 2000.

POINTE WEST, LLC

By: *Mark A. Saunders*
Managing Member

STATE OF NORTH CAROLINA

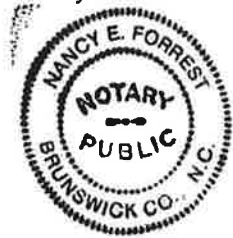
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, do hereby certify that Mark A. Saunders personally appeared before me this day and acknowledged that he is Managing Member of POINTE WEST, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him as its Managing Member.

WITNESS my hand and official seal, this the 24th day of Feb., 2000.

Nancy E. Forrest
NOTARY PUBLIC

My Commission Expires: 5-3-2003



Inst # 38147 Book 1361Page: 292

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of NANCY E. FORREST

Notary(jus) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 25th Day of February, 2000
in the Book and Page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

LOT NUMBER

TOTAL AREA

IMPERVIOUS AREA

LOT NUMBER	TOTAL AREA	IMPERVIOUS AREA
Lot 1	10130 S.F./ .23 AC.	3350 S.F./ .08 AC.
Lot 2	8306 S.F./ .19 AC.	2200 S.F./ .05 AC.
Lot 3	7522 S.F./ .17 AC.	2315 S.F./ .05 AC.
Lot 4	7521 S.F./ .17 AC.	2315 S.F./ .05 AC.
Lot 5	7556 S.F./ .17 AC.	2315 S.F./ .05 AC.
Lot 6	7509 S.F./ .17 AC.	2500 S.F./ .06 AC.
Lot 7	7996 S.F./ .18 AC.	2500 S.F./ .06 AC.
Lot 8	8996 S.F./ .21 AC.	2500 S.F./ .06 AC.
Lot 9	10696 S.F./ .25 AC.	2500 S.F./ .06 AC.
Lot 10	10593 S.F./ .24 AC.	2500 S.F./ .06 AC.
Lot 11	12161 S.F./ .28 AC.	3250 S.F./ .07 AC.
Lot 12	11791 S.F./ .27 AC.	3500 S.F./ .08 AC.
Lot 13	12825 S.F./ .29 AC.	4000 S.F./ .09 AC.
Lot 14	14614 S.F./ .34 AC.	2200 S.F./ .05 AC.
Lot 15	15858 S.F./ .36 AC.	2750 S.F./ .06 AC.
Lot 16	14404 S.F./ .33 AC.	4000 S.F./ .09 AC.
Lot 17	12980 S.F./ .30 AC.	4000 S.F./ .09 AC.
Lot 18	12793 S.F./ .29 AC.	4000 S.F./ .09 AC.
Lot 19	12547 S.F./ .29 AC.	4000 S.F./ .09 AC.
Lot 20	13829 S.F./ .32 AC.	4000 S.F./ .09 AC.
Lot 21	10765 S.F./ .25 AC.	4000 S.F./ .09 AC.
Lot 22	11154 S.F./ .26 AC.	4000 S.F./ .09 AC.
Lot 23	15661 S.F./ .36 AC.	4000 S.F./ .09 AC.
Lot 24	21875 S.F./ .50 AC.	4000 S.F./ .09 AC.
Lot 25	32356 S.F./ .74 AC.	4000 S.F./ .09 AC.
Lot 26	28475 S.F./ .65 AC.	4000 S.F./ .09 AC.
Lot 27	26103 S.F./ .60 AC.	4000 S.F./ .09 AC.
Lot 28	8476 S.F./ .19 AC.	1920 S.F./ .04 AC.
Lot 29	8924 S.F./ .20 AC.	2700 S.F./ .06 AC.
Lot 30	9793 S.F./ .22 AC.	2700 S.F./ .06 AC.
Lot 31	100068 S.F./ .23 AC.	2700 S.F./ .06 AC.
Lot 32	100042 S.F./ .23 AC.	2700 S.F./ .06 AC.
Lot 33	9999 S.F./ .23 AC.	2700 S.F./ .06 AC.
Lot 34	11478 S.F./ .26 AC.	3350 S.F./ .08 AC.

38147 Book 136 Page: 293

9430.00



Real Estate
Excise Tax

Inst #38148 Book 1361 Page 294
02/25/2000 02:45pm Rec# 36560

Excise Tax

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____
by _____

Mail after recording to _____

This instrument was prepared by **Baxley and Trest, Attorneys at Law**

Brief description for the Index

L26, Pointe West Development

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 21st day of February, 2000, by and between

GRANTOR
POINTE WEST, L.L.C., a North Carolina
Limited Liability company

GRANTEE
JAMES R. NISBET and wife,
MARGARET E. NISBET

3600 Cypress Club Drive, Apt. B-309
Charlotte, NC 28210

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Holden Beach _____ Lockwood Folly _____ Township, Brunswick County, North Carolina and more particularly described as follows:

BEING ALL of Lot 26, Pointe West Development, Holden Beach, Lockwood Folly Township, as more particularly described in a survey plat dated 3 May 1999 by Thomas W. Morgan, RLS, recorded in Map Cabinet 21, Pages 221-222, Brunswick Registry.

This conveyance is made subject to restrictive covenants as recorded in Book 1361, Page 286, Brunswick Registry.

IS	AUX	COUNT	LT	TR	DATE	BY
5	5	2450	A	026	05	160

REC Dianne BHT
TOTAL 10.00 REV 430.00 CN# _____
REC# 50 CK AMT 452.00 CK# 5783
CASH _____ REF _____ BY CB

The property hereinabove described was acquired by Grantor by instrument recorded in _____

A map showing the above described property is recorded in Plat Book 21 page 5 221-222.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

By: _____
President
ATTEST: _____
Secretary (Corporate Seal)

USE BLACK INK ONLY

POINTE WEST, L.L.C., a North Carolina Limited Liability Company (SEAL)
By: Mark A. Saunders (SEAL)
Mark A. Saunders (SEAL)



NORTH CAROLINA, Brunswick County. Mark A. Saunders, Member/Manager
I, a Notary Public of the County and State aforesaid, certify that of Pointe West, L.L.C., a North Carolina Limited Liability company Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23rd day of February, 2000
My commission expires: 5-3-2003 Nancy E. Forrest Notary Public

SEAL-STAMP

NORTH CAROLINA, _____ County.
I, a Notary Public of the County and State aforesaid, certify that _____
personally came before me this day and acknowledged that _____ he is _____ Secretary of
_____ a North Carolina corporation, and that by authority duly
given and as the act of the corporation, the foregoing instrument was signed in its name by its _____
President, sealed with its corporate seal and attested by _____ as its Secretary.
Witness my hand and official stamp or seal, this _____ day of _____
My commission expires: _____ Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK
The foregoing (or annexed) Certificate(s) of NANCY E. FORREST

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 25th Day of February, 2000
in the Book and Page shown on the First Page hereof.
Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

02/25/2000 \$210.00 20



Real Estate Excise Tax

Robert J. Robinson
Inst #38149 Book 1361 Page 296
02/25/2000 02:45pm Rec# 36560

Excise Tax

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No. 246 AF 005
Verified by County on the day of
by

Mail after recording to

This instrument was prepared by **Baxley and Trest, Attorneys at Law**
Brief description for the Index **Lot 5, Heron Landing**

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 25th day of February, 2000, by and between

GRANTOR

JAMES R. NISBET and wife,
MARGARET D. NISBET

GRANTEE

POINTE WEST, L.L.C., a North
Carolina limited liability
company

131 Ocean Boulevard West
Holden Beach, NC 28462

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Holden Beach, Lockwood Folly Township, Brunswick County, North Carolina and more particularly described as follows:

BEING ALL of Lot 5, containing 17,015.92 square feet, more or less, as more particularly described in a survey plat entitled "Lots 1 through 7, Heron Landing," dated 19 March 1997, prepared by Thomas W. Morgan, RLS, and recorded in Map Cabinet 18 at Page 321 in the office of the Register of Deeds for Brunswick County, North Carolina, to which plat reference is made and which is incorporated herein for greater certainty of description of said property.

This conveyance is made subject to restrictive covenants as recorded in Book 1156, Page 1246, Brunswick Registry.

For back reference see deed Book 1213, Page 1162, Brunswick Registry.

IS	AUX	CON	GR	PL	SPL	BY
5	5	246A	F	005	5	140

RCT Dianne BKT
 TOTAL 10 REV 210 TCH _____
 REC# 50 CK AMT 220 CK# 5778
 CASH _____ REF _____ BR g

The property hereinabove described was acquired by Grantor by instrument recorded in
Book 1213, Page 1162, Brunswick Registry.....

A map showing the above described property is recorded in Plat Book 18 page 321

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)
By:
..... President
ATTEST:
..... Secretary (Corporate Seal)

USE BLACK INK ONLY

James R. Nisbet (SEAL)
JAMES R. NISBET
Margaret D. Nisbet (SEAL)
MARGARET D. NISBET



NORTH CAROLINA, Brunswick County.
I, a Notary Public of the County and State aforesaid, certify that James R. Nisbet and wife, Margaret D. Nisbet Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 25th day of February 2000
My commission expires: 11/17/2003 *Jacqueline M. Reinhardt* Notary Public

SEAL-STAMP NORTH CAROLINA, _____ County.
I, a Notary Public of the County and State aforesaid, certify that _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by _____ as its Secretary. Witness my hand and official stamp or seal, this _____ day of _____, _____
My commission expires: _____ Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK
The Foregoing (or annexed) Certificate(s) of JACQUELINE M REINHARDT

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 25th Day of February 2000
in the Book and Page shown on the First Page hereof.
Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

Excise Tax _____ Recording Time, Book and Page _____
 Tax Lot No. _____ Parcel Identifier No. 246 AF 005
 Verified by _____ County on the _____ day of _____
 by _____

Mall after recording to _____
 This instrument was prepared by Baxley and Trest, Attorneys at Law
 Brief description for the Index Lot 5, Heron Landing

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 23rd day of February, 2000, by and between

GRANTOR
 POINTE WEST, L.L.C., and COASTAL
 DEVELOPMENT & REALTY BUILDERS, INC.,
 a North Carolina corporation

GRANTEE
 BARBARA RANKIN (Widow)
 2113 Water Oak Lane
 Gastonia, NC 28056

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Holden Beach, Lockwood Folly Township, Brunswick County, North Carolina and more particularly described as follows:

BEING ALL of Lot 5, containing 17,015.92 square feet, more or less, as more particularly described in a survey plat entitled "Lots 1 through 7, Heron Landing," dated 19 March 1997, prepared by Thomas W. Morgan, RLS, and recorded in Map Cabinet 18 at Page 321 in the office of the Register of Deeds for Brunswick County, North Carolina, to which plat reference is made and which is incorporated herein for greater certainty of description of said property.

This conveyance is made subject to restrictive covenants as recorded in Book 1156, Page 1246, Brunswick Registry.

For back reference see deed Book 1213, Page 1162, Brunswick Registry.

NO	AUX	CON	GH	TCL	SPL	BY
5	5	246A	F	005	5	10

REC Diane BHT
 TOTAL 10.00 REV. _____ TC# _____
 REC# 01 CK AMT 20 CK# 7479
 CASH _____ REF _____ BY CO

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1213, Page 1162, Brunswick Registry

A map showing the above described property is recorded in Plat Book 18 page 321

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

COASTAL DEVELOPMENT & REALTY BUILDERS, INC. (Corporate Name)
 By: *Mark A. Saunders* President
 Secretary (Corporate Seal)

POINTE WEST, L.L.C. (SEAL)
 By: *Mark A. Saunders* (SEAL)
 Mark A. Saunders, Member/Manager (SEAL)

USE BLACK INK ONLY

NORTH CAROLINA, Brunswick County.
 I, a Notary Public of the County and State aforesaid, certify that Mark A. Saunders, Member/Manager of Pointe West, L.L.C., a North Carolina limited liability company personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23rd day of February 2000
 My commission expires: 5-3-2003 Nancy E. Forrest Notary Public

NORTH CAROLINA, Brunswick County.
 I, a Notary Public of the County and State aforesaid, certify that Lynne M. Carr Secretary of Coastal Development & Realty Builders, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.
 Witness my hand and official stamp or seal, this 23rd day of February 2000
 My commission expires: 5-3-2003 Nancy E. Forrest Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of NANCY E. FORREST

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 25th Day of February, 2000
in the Book and Page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds