



Casper 1

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND SHARED WALKWAY EASEMENTS made and entered into this the 18 day of September, 2007 by and among Frank L. Holt and wife, Bonnie B. Holt (Holt) and David M. Gandy and wife, Carolyn C. Gandy (Gandy), hereinafter referred to as "Declarants";

WITNESSETH:

WHEREAS, Declarants are the owners of their respective contiguous properties in the Town of Sunset Beach, Brunswick County, North Carolina, located at 715 and 717 Shoreline Drive, Sunset Beach, North Carolina, 28468 as more fully described on the attached Exhibit A;

WHEREAS, Declarants desire to provide for the construction, operation, maintenance and repair of a six-foot pier, walkway, pier head, decks, ramps, finger piers, floating docks and boat lifts, (Herein collectively referred to as "The Pier") all as further described on the attached Exhibit B, incorporated herein by reference, together with extensions of utility services to serve the same as hereinafter provided;

WHEREAS, the parties intend that said pier and walkway shall be an amenity appurtenant to and shall run with the titles of the properties described on the attached Exhibit A, subject to these covenants, conditions and restrictions;

NOW, THEREFORE, in consideration of the premises, Declarants have made, constituted and declared and by these presents do hereby make, constitute and declare the following Restrictive Covenants, Conditions and Easements (collectively "these Covenants" or "the Covenants") for the purposes

herein expressed for the use and benefit of Declarants which shall be appurtenant to and shall run with the titles of Declarants' respective Properties as itemized on the attached Exhibit A ("the Properties") and shall be binding upon and inure to the benefit of the Declarants and their respective heirs, devisees, successors in interest, administrators, executors and assigns through the chain of title, so long as these Covenants shall continue and exist:

1. Dedication of Shared Pier, Walkways and Easements. The Declarants do hereby dedicate the proposed designated facility, its connecting Pier head, Decks, Finger Piers, Floating Docks and Boat Lifts (herein collectively referred to as "the Pier") as partially illustrated on the attached Exhibit B as and for the common Pier and Walkway to serve the Properties of Declarants as described in Exhibit A and as a recreational amenity and easement for the present and future owners of the Properties. All of the Declarant's fully acknowledge and agree that Exhibit B is a document created as a guideline and for permit purposes prior to construction of the Pier, therefore it is not considered to be completely accurate as to the exact location of the Pier or the allowed easements, ingress and egress to the Pier by Gandy from his property to (and through) the property of Holt. Holt agrees to grant Gandy easements, ingress and egress necessary in order to allow Gandy adequate and reasonable access to the Pier from the Gandy property to and through the Holt property. All of the Declarant's agree that once the Pier is constructed and it is fixed in place an "As Built" survey will be done to show the actual location of the Pier and the associated easements, ingress and egress granted to Gandy by Holt to allow adequate and reasonable access to the Pier from the Gandy property to and through the Holt property. Once the "As Built" survey is completed it shall be recorded and become a part of this document and shall amend Exhibit B accordingly. Said amenity and easement shall be appurtenant to and shall run with the titles of the Properties as herein provided through their respective chains of titles.

2. Pedestrian Easements over the Properties. Each of Declarants does hereby declare the areas indicated for the pier and adjacent pier walkways as shown partially on Exhibit B as a non-exclusive area of cross easement for pedestrian access for the Declarants, their agents, licensees and invitees across each of said Declarant's property as well as for purposes of temporary construction and repair in connection with the operation, construction and maintenance of the Pier. Each said Declarant agrees not to obstruct or otherwise hinder said area of Declarant's said property from use for the purposes herein expressed. The easements hereby declared and granted shall be appurtenant to and run with the titles of the Properties described on the attached Exhibit A as mutual and reciprocal easements for the benefits of the Declarants and their respective successors in title.

3. Dedication of Riparian Corridor and Waiver of Additional Corridors. By execution of this Declaration the owners of properties located at 717 Shoreline Drive (Lot 19) as more fully described on the attached Exhibit A do hereby declare to waive and relinquish the prosecution or pursuit of any further Riparian or littoral rights or claims to construct or develop any additional piers or walkways so long as these Covenants shall exist and continue. Furthermore, the owners of 717 Shoreline Drive (Lot 19) dedicate the entire shoreline to the docking facility and do agree that no T's, finger piers, platforms or decks shall be allowed off Lot 19 in the future as long as the permitted dock facility is in place. Declarants agree to comply with all conditions and provisions of the permit issued by the North Carolina Department of Environment and Natural Resources and Coastal Resources Commission ("the Permit") or any other governmental authority as the same now exists or may hereafter be amended governing the construction, operation, maintenance, use and repair and removal, as applicable, of the Pier. In this regard, Declarants are hereby deemed to have waived any minimum setback requirements from the property lines extending into the water as provided in Section 15A-7H.1205(n) of the North Carolina

Administration Code as the same now exists or may hereafter be modified, replaced, recodified or amended. Declarants agree to execute such further other waivers or consents as may be required by applicable governmental authority for the construction, operation and maintenance of the pier as shown on Exhibit B.

4. Extension of Utility Services. Declarants agree that water and electricity utility services shall be extended along the entire length of the pier to its end on the Intracoastal Waterway. To facilitate the provision and extension of these utilities Declarants do hereby grant and dedicate utility easements over the Properties, as hereinafter defined and described, to serve as corridors through which utility connections may be made to those utility lines providing such services where these lines exist in or near the right-of-way of Shoreline Drive (N.C. 179) adjoining the properties. These utility easements hereby granted are located 5-feet to either side of each of the side property lines of the Properties, extending from the southern right-of-way of Shoreline Drive along said side property lines for their entire length and also within the area of the easements described in Paragraph 2 above. In obtaining utility connections and service, Declarants agree that these routes or corridors within the areas of easements herein granted to be utilized shall be those which shall provide the most economical and direct routes of service while causing the least damage and disruption to the Properties. Service meters shall be placed within the areas of the easements and access easements are hereby granted to utility company personnel and equipment, as required, to read, and service said meters, and to install and repair utility lines and connections.

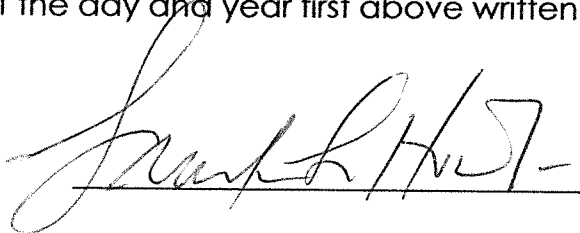
5. Costs of Construction, Operation, Maintenance and Repair. Declarants agree that they shall share equally in the costs of construction, operation, maintenance and repair of the Pier, including the costs of utility services or any taxes or assessments levied by any governmental authority for

the Pier. Costs of utility services may be divided between the Declarants in a manner consistent with the fair and reasonable usage by each of the Declarants. Each Declarant will be responsible for the costs and maintenance of any special upfitting of each boatslip assigned to each Declarant, including but not limited to any desired boatlifts, etc. Each Declarant shall be responsible for any personal property taxes levied for boats, upfitting, boatlifts etc. Should either Declarant, their agents, licensees and/or invitees, damage the Pier in any way, that Declarant causing the damage shall be responsible for the necessary repair of the Pier caused by said damage.


6. Rules and Regulations. Declarants may establish, from time to time, rules and regulations for the use and operation of the Pier, including, but not limited to use, hours of use, use by persons other than the owners of the Properties, safety, fire safety, regulation of noise, cleanliness, environmental matters and other concerns.

7. Remedies for Nonpayment of Share of Costs. In addition to any other remedies available, either Declarant or Owner may bring an action at law against any other Declarant or Owner obligated to pay any share of costs of construction, maintenance, operation or repair of the pier.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, as of the day and year first above written.

 _____ (SEAL)

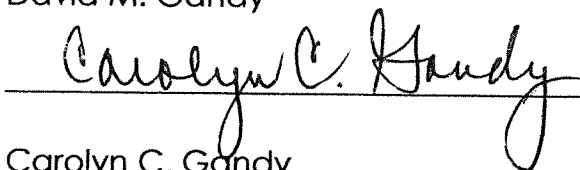
Frank L. Holt

 _____ (SEAL)

Bonnie B. Holt

 _____ (SEAL)

David M. Gandy

 _____ (SEAL)

Carolyn C. Gandy

State of North Carolina

County of Brunswick

I, a Notary Public for the State and County aforesaid, certify that Frank L. Holt and Bonnie B. Holt personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposed expressed herein.

Witness my hand and seal this the 18 day of September, 2007

Cathy D. Lewis
Notary Public

My Commission Expires: 10-19-08

State of North Carolina

County of Gaston

I, a Notary Public for the State and County aforesaid, certify that David M. Gandy and Carolyn C. Gandy personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposed expressed herein.

Witness my hand and seal this the 17 day of September, 2007

Charlotte C. Massapee
Notary Public

My Commission Expires: 4-10-10

Exhibit A

Page 1 of 2

Parcel 1: Holt Property- 715 Shoreline Drive

TRACT ONE: Being all of Lot Twenty (20), Western Section "E" of the plan of Twin Lakes Development of M.C. Gore, a map of which appears of record in Map Book 6 at Page 20, records of Brunswick County, and being a part of the lands described in a deed dated September 8, 1965, from Sunset Beach and Twin Lakes, Inc. to H.V. Thompson and Paul D. Dennis as the same is recorded in Book 186 at Page 138, Office of the Register of Deeds of Brunswick County, North Carolina.

TRACT TWO: Beginning at a point in the northern line of the Intra-Coastal Waterway, said point being North 84 degrees 40' East 1404.82 feet from the intersection of the western line of Lot 1 extended with the Northern line of said waterway (Lot 1 as shown on a map recorded in Map Book 6 at Page 20); thence from said beginning point North 0 degrees 11 minutes West 457.65 feet to an iron pipe, Southwest corner of Lot 20; thence South 74 degrees 46' East 99.22 feet to an iron pipe, the Southeast corner of Lot 20; thence South 2 degrees 0' West 424.93 feet to a point in the Northern line of said waterway; thence with said waterway South 84 degrees 40' West 79.79 feet to the point of beginning; the distances from the lot to the waterway were calculated. The area described is the marsh land lying South of the Southern line of Lot 20, Western Sections E, in Twin Lakes, and extending in a Southerly direction to the Northern line of the Intra-Coastal Waterway, and being Tract Two in the deed dated June 1966, from Sunset Beach and Twin Lakes, Inc. to H.V. Thompson and Paul D. Dennis, same being duly filed for record in the office of the Register of Deeds of Brunswick County, North Carolina.

This being the identical property as conveyed to Charles O. Earnhardt and Mary E. Earnhardt by deed of H.V. Thompson and wife, Myra C. Thompson, and Paul D. Dennis and wife, Connie F. Dennis, dated June 29, 1966, which deed is recorded in the Office of the Register of Deeds of Brunswick County, North Carolina, in Book 198 at Page 208.

This deed is made subject to the limitations, conditions and restrictions set forth in a deed dated September 8, 1965, from Sunset Beach and Twin Lakes, Inc. to H.V. Thompson and Paul D. Dennis as the same is recorded in Book 186 at Page 138, Office of the Register of Deeds of Brunswick County, North Carolina.

For back reference see deed in Book 490 at Page 658, Brunswick County Registry.

Exhibit A

Page 2 of 2

Parcel 2: Gandy Property- 717 Shoreline Drive

TRACT ONE: Being all of Lot Nineteen (19), Western Section "E" of the plan of Twin Lakes Development of M.C. Gore, a map of which appears of record in Map Book 6 at Page 20, records of Brunswick County, and being subject to restrictions and a part of the lands described in a deed dated September 8, 1965, from Sunset Beach and Twin Lakes, Inc. to H.V. Thompson and Paul D. Dennis as the same is recorded in Book 186 at Page 138, Office of the Register of Deeds of Brunswick County, North Carolina.

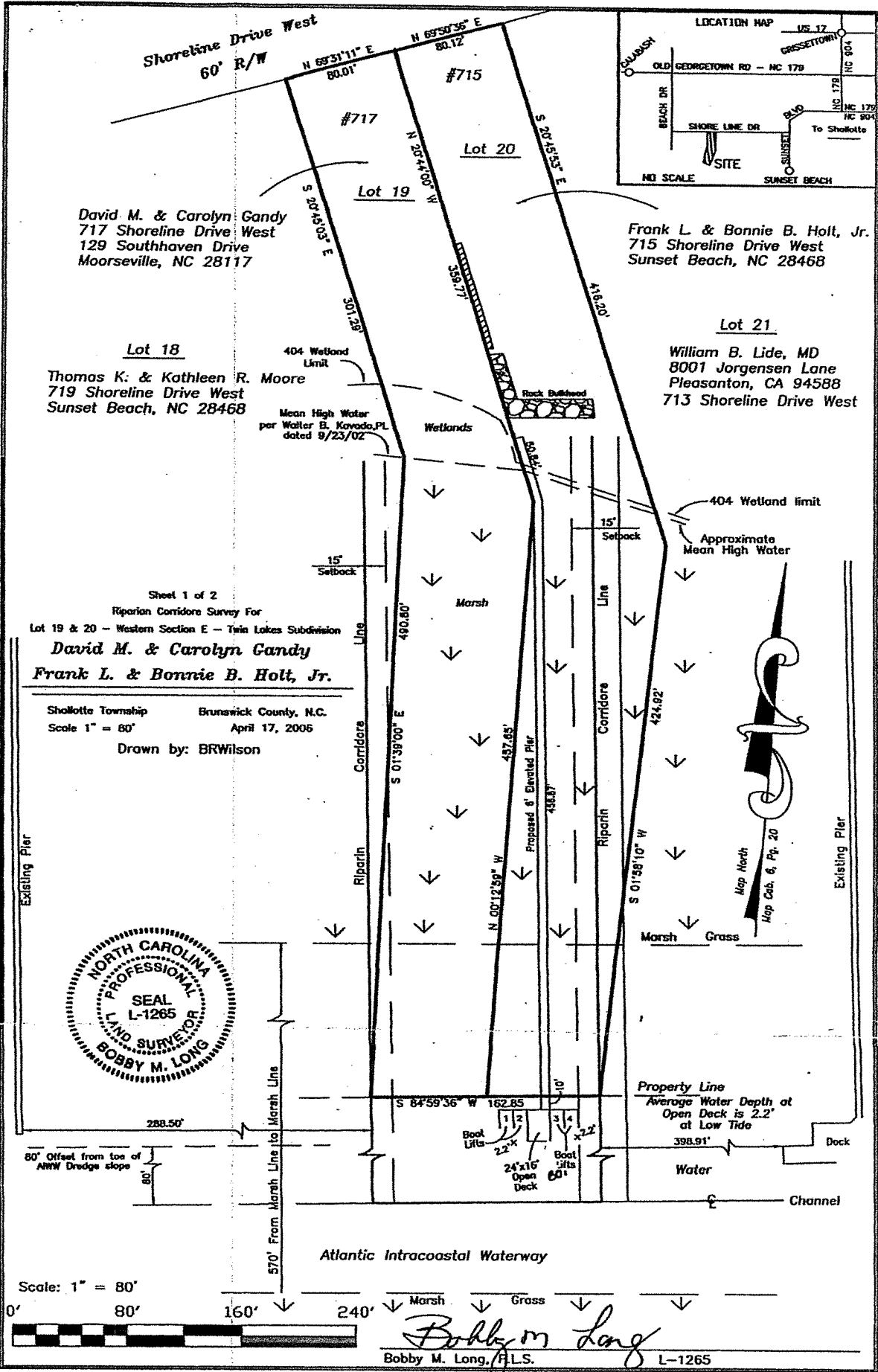
TRACT TWO: Beginning at a point in the northern line of the Intra-Coastal Waterway, said point being North 84 degrees 40 minutes East 1,325.03 feet from the intersection of the western line of Lot 1 extended with the Northern line of said waterway (Lot 1 as shown on a map recorded in Map Book 6 at Page 20); thence from said beginning point North 1 degree 39 minutes West 490.86 feet to an iron pipe, the Southwest corner of Lot 19; thence South 74 degrees 47 minutes East 98.52 feet to an iron pipe, to the Southwest corner of Lot 19; thence 0 degrees 11 minutes East 457.65 feet to a point in the northern line of said waterway ; thence with said waterway, South 84 degrees 40 minutes West 79.79 feet to the point of beginning, being the marsh land between the aforesaid TRACT ONE and the Waterway.

Exhibit B

Page 1 of 4

Being all of that certain pier, floating dock and appurtenances as more fully described in a survey plat dated April 17, 2006 entitled "Riparin Corridor Survey" prepared by Bobby M. Long Professional Land Surveyor to which plat reference is made and which is incorporated herein for greater certainty of description of said property.

Construction drawings of the Pier prepared by West Docks shall be incorporated herein Exhibit B.



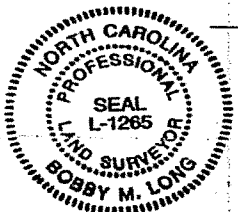
David M. & Carolyn Gandy
717 Shoreline Drive West
129 Southaven Drive
Moorseville, NC 28117

Frank L. & Bonnie B. Holt, Jr.
715 Shoreline Drive West
Sunset Beach, NC 28468

Lot 18
Thomas K. & Kathleen R. Moore
719 Shoreline Drive West
Sunset Beach, NC 28468

Lot 21
William B. Lide, MD
8001 Jorgensen Lane
Pleasanton, CA 94588
713 Shoreline Drive West

Sheet 1 of 2
Riparian Corridor Survey For
Lot 19 & 20 - Western Section E - Twin Lakes Subdivision
David M. & Carolyn Gandy
Frank L. & Bonnie B. Holt, Jr.
Shalotte Township Brunswick County, N.C.
Scale 1" = 80' April 17, 2006
Drawn by: BRWilson



Bobby M. Long
Bobby M. Long, P.L.S. L-1265

EXHIBIT B - PAGE 3 OF 4

Sheet 2 of 2

Riparian Corridor Survey For

Lot 19 & 20 - Western Section E - Twin Lakes Subdivision

David M. & Carolyn Gandy

Frank L. & Bonnie B. Holt, Jr.

Shalotte Township
0' 80'

Brunswick County, N.C.
160' 240'



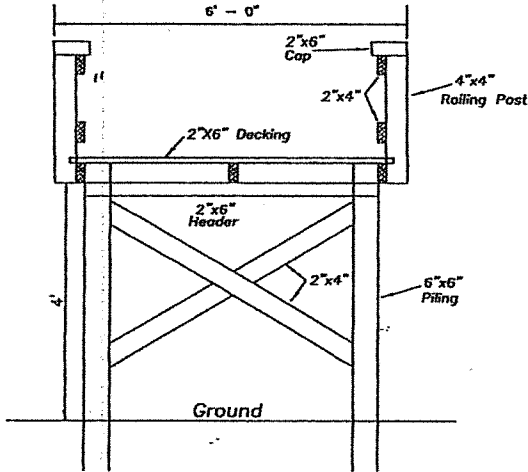
April 17, 2006

Scale: 1" = 80'

Drawn by: BRWilson

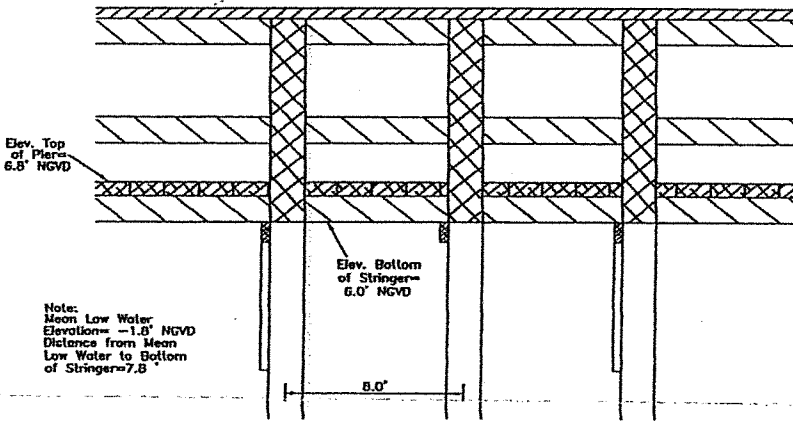
PIER X-SECTION

Not To Scale

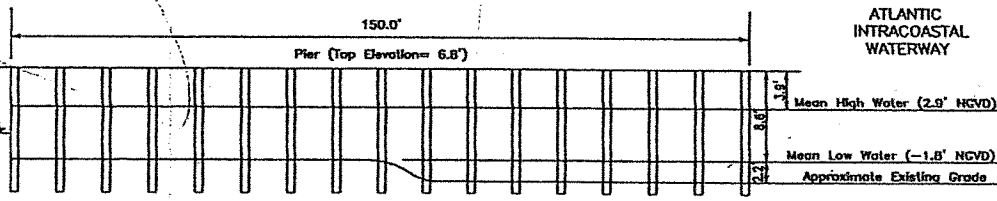


PIER ELEVATION

Not To Scale



Note:
Mean Low Water
Elevation = -1.8' NGVD
Distance from Mean
Low Water to Bottom
of Stringer = 7.8'



ATLANTIC
INTRACOASTAL
WATERWAY

Waterward Edge of Marsh

Mean High Water (2.9' NGVD)

Mean Low Water (-1.8' NGVD)

Approximate Existing Grade

