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Hills Point

NORTH CAROLINA
BEAUFORT COUNTY

COVENANTS AND USE RESTRICTIONS WHICH APPLY TO HILL'S POINT SUBDIVISION
AND PLAN TO FORM HILL'S POINT SUBDIVISION HOMEOWNERS' ASSOCIATION

THE FOLLOWING COVENANTS AND USE RESTRICTIONS pertain to the owners of mobile home lots numbered as Lots #1 through #48 on map of "Property of Fred C. Hollis, Hill's Point Subdivision" made by William R. Harding RLS on November 30, 1983, and recorded in the Office of the Register of Deeds of Beaufort County as part of this instrument.

1. The lots designated on said map are designed exclusively to be sold for mobile homes, and these restrictions, terms, conditions and covenants are impressed upon all of said lots for the protection of owners of said lots.
2. No manufacturing, selling, distribution of merchandise or other commercial uses on or off said lots shall be permitted.
3. Minimum setback from center of Homeowners Access Road for dwelling shall be thirty (30) feet.
4. Owners of lots numbered 1 through 24 shall not build or erect any structure more than twenty-eight (28) feet from the west line of the lot. Owners of lots numbered 25 through 48 do not have this restriction because these lots do not block the view of the river.
5. Only single family dwelling units with attached porches or decks may be constructed on said lots. Small storage buildings with appropriate design and commensurate with the dwelling may be erected, provided setbacks and sidelines meet specifications.
6. Other than small boats on trailers, outside parking or storing of a disabled automobile, truck, trailer, or other vehicle not capable of moving under its own power shall not be permitted and no such vehicle shall remain on any of said lots longer than thirty (30) days.
7. No camper or other such living accommodations, whether occupied or not, shall be parked, stored, or used on any of said lots. No large truck, tractor-trailer, van or transport truck shall be parked overnight in the subdivision. No motorcycle or other motorized two-wheel vehicles, or dune buggies, or similar vehicle will be allowed on any private road leading to the subdivision, or in the subdivision, at any time.
8. No animals, livestock, poultry or pets of any kind shall be allowed on said lots or in the entire subdivision or public areas shown on said map.
9. On or before July 1, 1984, a "Hill's Point Subdivision Homeowners Association", sometimes hereinafter called the Association, will be formed and the officers will be elected from the owners of the mobile home lots as then constituted. All owners of lots numbered 1 through 48 on said map shall be members of the Hill's Point Subdivision Homeowners Association, and upon purchase of a lot in said subdivision, agree to pay assessments for the maintenance and upkeep of the water and septic systems and public areas of the subdivision, upon demand of the Association, as determined by the Association. The Association will maintain access roads from State Road 1119 through Hill's Point Subdivision and also the road to 'Well No. 2', as shown on the map recorded in said registry which pertains to the well areas and water system. The Association will also maintain the common beach areas, piers and boat ramp and 'parking lot' as shown on map of lots 1 through 48. Each of said lot owners (1 through 48 on said map) shall grant to the Association perpetual easement for access to the water/septic systems for repairs and maintenance of same, location of which water/septic systems is shown on attached map, and by the signing of copies of this instrument at the closing of the sale of each lot, said owner or owners do grant said easement for access. Non-payment of the assessment aforesaid for thirty (30) days shall give the Association absolute right to discontinue and disconnect water service to said lot.
10. Any lot owner violating or attempting to violate any of the aforementioned restrictions, terms, conditions and covenants may be restrained or enjoined in any Court of competent jurisdiction, by the Association or by an individual owner of any lot numbered 1 through 48.

11. There are lot owners outside of the Hill's Point Subdivision who have the privilege of connecting to the water system. So long as these lot owners are connected to the water system, they shall pay, when billed by the Association, a yearly assessment. Non-payment of this assessment for thirty (30) days shall give the Association absolute right to disconnect water service to said lot.

'Parking Area' designated on said map is intended for the use of lot owners outside of the subdivision (owners of lots adjoining the private road leading from SR 1119) who have the privilege of access to the piers, boat ramp and common beach area in the subdivision. This parking area has been set aside so as to keep the boat ramp road clear of vehicles.

THE FOLLOWING SETS FORTH THE PLAN FOR THE HILL'S POINT SUBDIVISION HOMEOWNERS ASSOCIATION AND STATES THE OBLIGATIONS AND DUTIES OF THE ASSOCIATION for owners of lots 1 through 48 of Hill's Point Subdivision:

1. A homeowners' association called "Hill's Point Subdivision Homeowners Association" shall be organized as a non-profit organization, for the purposes set forth herein. A Board of Directors, comprising five (5) lot owners in the above subdivision shall be elected by lot owners on or before July 1, 1984.

2. The purpose of this Association is to provide for the upkeep and maintenance of the roads and roadways abutting lots (excluding private driveways), the water system, the septic system, and parking area; to maintain the landscaping and appearance in the reserved common areas and parking area, and to maintain the piers, boat ramp and other appurtenances not embraced within the lines of the lots. These areas shall be under the direct supervision of the Association and funds from which to provide these services shall be obtained by assessing an annual fee to each lot owner in said subdivision, as well as to lot owners outside of the subdivision who are connected to Hill's Point Subdivision water system.

3. The monies obtained from the annual assessment will become part of a trust fund which will be owned by the Association, and shall be deposited in trust in a designated bank, in the State of North Carolina. From these funds, bills for maintenance and repairs will be paid, and said funds shall not be spent for any purpose other than those considered by majority vote of the Association members to be of general benefit to the total subdivision. This assessment fee shall not be refundable.

4. A chairman shall be elected to preside over the organizational meeting and a Board of Directors elected as aforesaid by majority vote of the lot owners; and a slate of officers shall be elected in accordance with by-laws to be established. The Board of Directors shall have uncontrolled management of all areas lying outside the boundaries of the lots.

5. The Hill's Point Subdivision Homeowners Association will, upon organization, own the following:

- a. Own and maintain entire water system, which includes buildings and equipment for wells numbered I and II on the accompanying map; maintenance shall include the purchasing of salt and other chemicals necessary to treat water and water samples taken as required by the State of North Carolina;
- b. Own and maintain the septic system servicing lots 1 through 48 to said subdivision;
- c. Own and maintain one Caterpillar motor grader;
- d. Own and maintain such other equipment as is necessary to maintain the private roadways leading from or to State Road 1119, the common areas, including beach area, parking lot, boat ramp and piers, and septic and water system.

The land which comprises the common areas set forth above, to include the land upon which water wells I and II are located, the lot adjoining lot #48 shown as 'parking area', and the beach area shown as 'common area', including access road to boat ramp and pier, on the accompanying maps, shall be deeded by the owners and developers to the Association, with the restriction that this land may not be sold by the Hill's Point Subdivision Homeowners Association. The association shall be responsible for listing and paying real estate and property taxes as required on said property.

6. Each lot owner or owners shall, whether the property is occupied by a mobile home or not, maintain the general appearance of the property in a manner (mowed and free of litter) which is acceptable to the Association. Any lot so neglected may be mowed and cleaned up by the Association at the expense of the lot owner.

7. Duties of the Board of Directors shall be as follows:

a. To receive and deposit in trust the funds collected as herein stated;

b. In order to provide for continuing funds for the purposes aforesaid, the Executive Board of the Association shall, by July 1, 1984 and by a date as set forth in the by-laws each successive year, determine a proposed budget for the forthcoming calendar year, which shall be circulated to all lot owners, notifying each of an annual meeting. Each lot owner or owners shall have one vote and a majority of votes of said lot owners will determine the budget. After the budget is determined, the executive board shall collect from each lot owner and each resident outside the subdivision who is connected to the water system, an assessment in an amount determined by the Board to carry out the budget.

c. The organizational meeting shall elect two (2) board members to serve two (2) years, and three (3) board members to serve three (3) years; and thereafter the terms shall be three (3) years each, and shall be called the Board of Directors, which with the officers shall comprise the Executive Board.

d. Upon vacancies appearing on this executive board, the lot owners shall elect a person to the existing unexpired term.

e. The assessment made of lot owners 1 through 48 for the purposes herein stated and as determined by the executive board shall become a direct and binding obligation of the owners of each lot. The assessment shall be an obligation of the person or persons who own the lot.

f. Should original owners sell the lot or lots covered hereby, the new owners shall be required to sign three copies of this instrument, of which the original copy shall be deposited with the Association; and thereafter the new owner or owners shall be subject to this instrument.

8. The provisions of this instrument shall run for a period of twenty (20) years, beginning July 1, 1984, and unless extended by vote of a majority of the owners of the lots, will terminate on that date. However, the provisions hereof may be extended by majority vote of the lot owners for additional time as determined by the lot owners. In the event of proposed dissolution of the Association, the said common areas shall be deeded by the Association, prior to its dissolution, to the Lot Owners of lots 1 through 48, as then constituted, and to the owners of the lots as then constituted which are designated by deed to have beach privileges and access through the subdivision, as tenants in common, said ownership to run with the land.

THIS INSTRUMENT, comprising two maps and three typewritten pages, shall be recorded in the Office of the Register of Deeds of Beaufort County. A copy of this instrument shall be delivered to each initial buyer of each of lots 1 through 48 in Hill's Point Subdivision. Upon the execution of the deed at the closing of the sale of each lot, the buyers shall sign copies of this instrument in triplicate with the original being held as a permanent record by the homeowners association. Each subsequent conveyance of any lot shall be conducted with the same procedure as above outlined and the seller shall be charged with the responsibility of supplying the Homeowners Association with the original signed copy of this instrument. The initial deed and each subsequent deed, to each lot, shall contain reference to this instrument, which shall be incorporated therein by reference with the same force and effect as if fully contained in each individual deed.

WITNESS the hands and seals of the Owners/developers, this 5th day of February, 1984.

Fred C. Hollis (SEAL)
FRED C. HOLLIS

Carmella E. Hollis (SEAL)
CARMELLA E. HOLLIS

NORTH CAROLINA, BEAUFORT COUNTY:

BEFORE ME, UNDERSIGNED NOTARY PUBLIC in and for the county and state aforesaid this day personally appeared Fred C. Hollis and Carmella E. Hollis, and each duly acknowledged the execution of the aforesaid instrument for the purposes therein stated.

WITNESS MY HAND AND NOTARIAL SEAL, this 5th day of February, 1984.

2/8/84
MY COMMISSION EXPIRES

Elizabeth W. Orce
NOTARY PUBLIC

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NORTH CAROLINA, BEAUFORT COUNTY:

THIS PAGE constitutes the last page of the covenants and restrictions which apply to Hill's Point Subdivision and Plan to Form Hill's Point Subdivision Home-owners Association, and shall be attached to the instrument at the time of the closing of the sale of each lot numbered 1 through 48 and signed by each lot owner or owners before a notary public, signifying the receipt of a copy of the instrument as provided therein, and his/her/their willingness and obligation to comply with the terms and provisions of the instrument, as lot owner/owners of lot number _____ in Hill's Point Subdivision.

OWNER OF LOT NO. _____.

OWNER OF LOT NO. _____.

BEFORE ME, undersigned notary public in and for the county and state aforesaid, this day personally appeared _____

_____ and each duly acknowledged the execution of the aforesaid instrument for the purposes therein stated.

WITNESS MY HAND AND SEAL THIS _____ day of _____, 198__ /

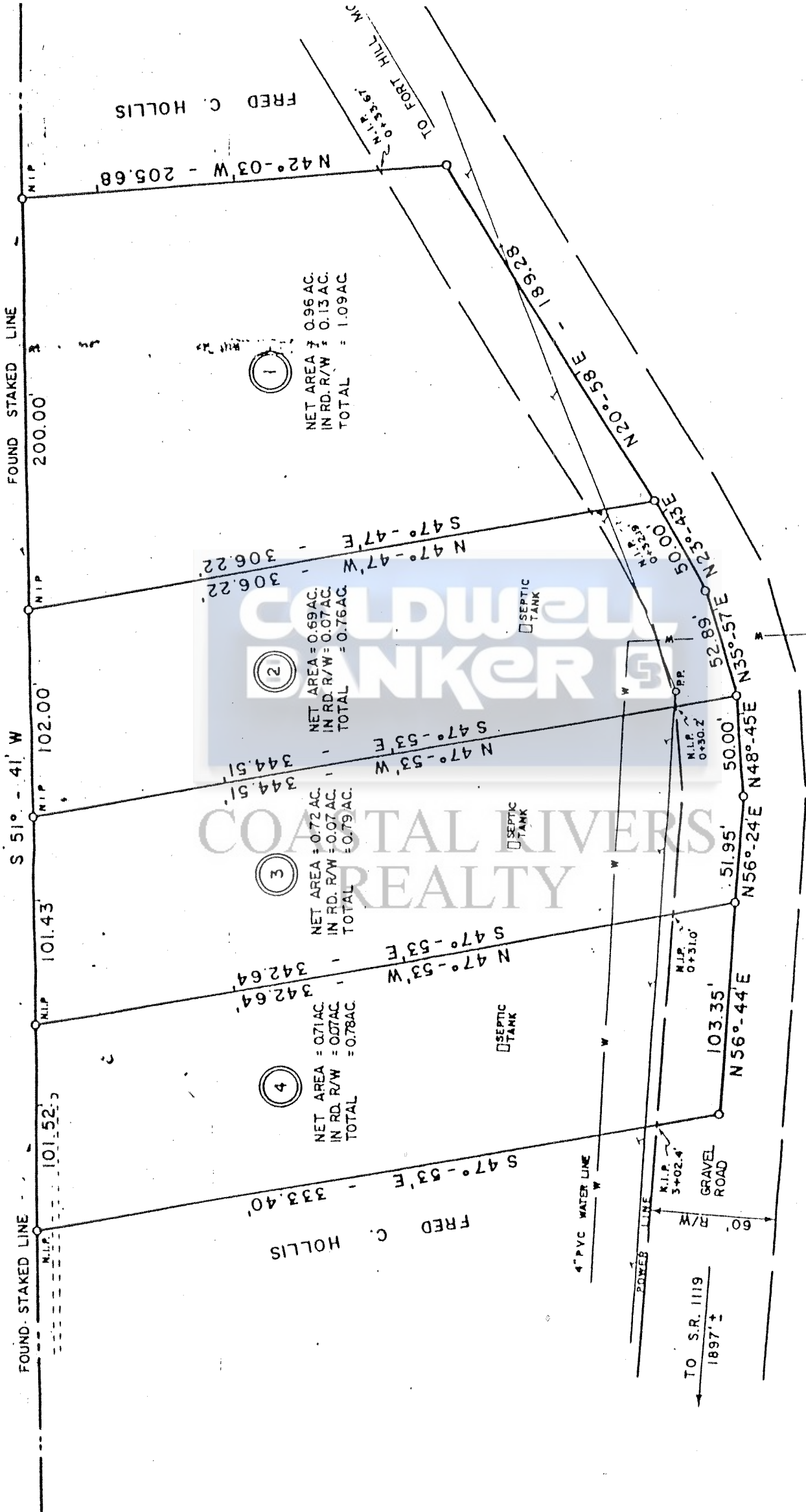
MY COMMISSION EXPIRES _____

NOTARY PUBLIC



COASTAL RIVERS
REALTY

A. BOYD HEIRS



FRED C. HOLLIS

NET AREA = 0.96 AC.
 IN RD. R/W = 0.13 AC.
 TOTAL = 1.09 AC.

NET AREA = 0.69 AC.
 IN RD. R/W = 0.07 AC.
 TOTAL = 0.76 AC.

NET AREA = 0.72 AC.
 IN RD. R/W = 0.07 AC.
 TOTAL = 0.79 AC.

NET AREA = 0.71 AC.
 IN RD. R/W = 0.07 AC.
 TOTAL = 0.78 AC.

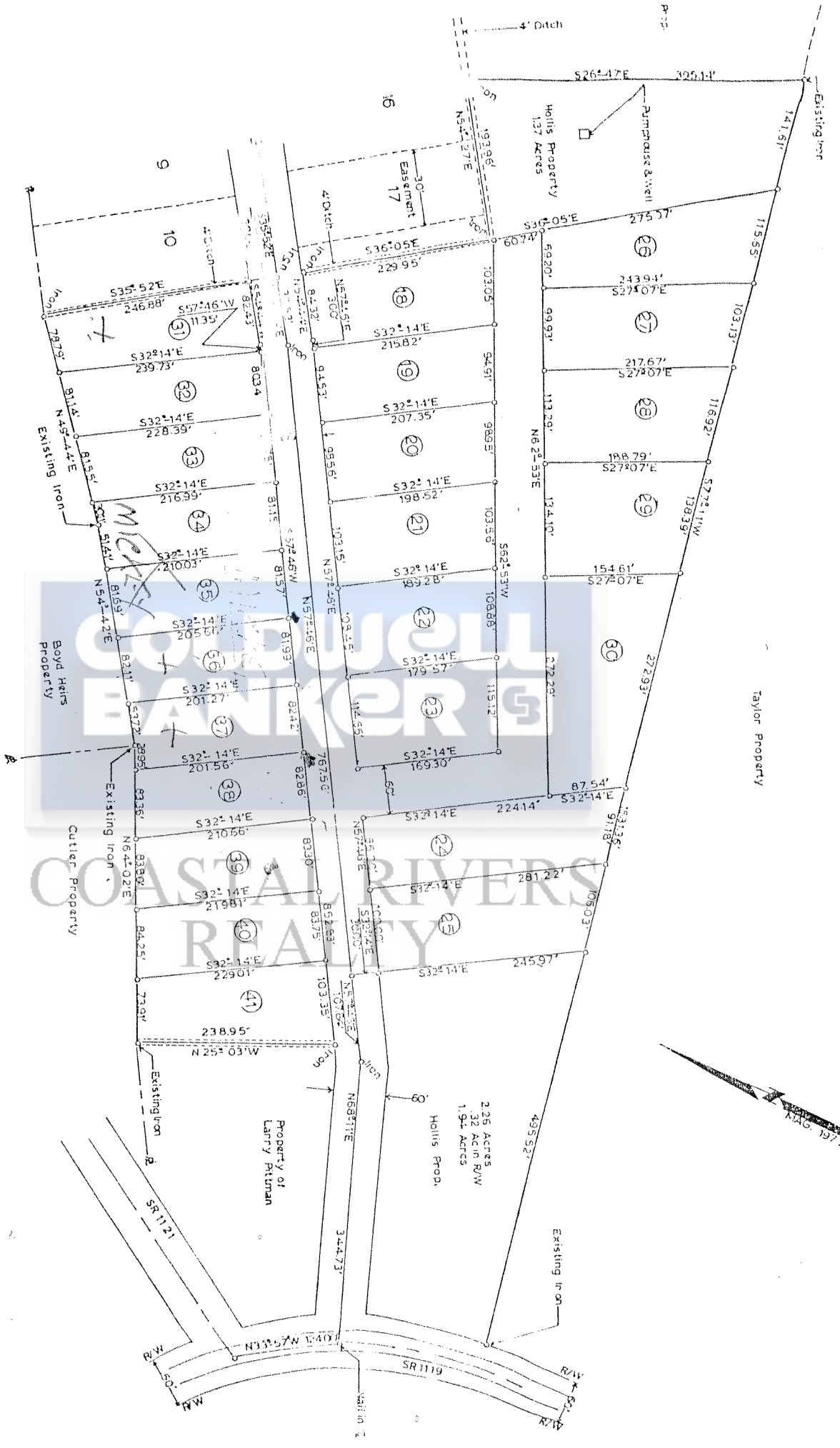
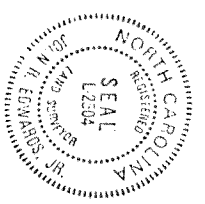
FRED C. HOLLIS

COLDWELL BANKER
 COASTAL RIVERS REALTY

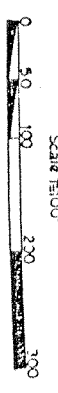
TO S.R. 1119
1897'

I, John R. Edwards, do hereby certify that this map was drawn from an actual survey made by me and that its accuracy is correct to the best of my knowledge and belief. SIGNED and SEALED this 15th day of May AD 1981.

John R. Edwards, Jr.
Registered Land Surveyor L2504



REVISED SURVEY
PROPERTY OF
FRED C. HOLLIS
Chocowinity Township - Beaufort County
North Carolina
May 1981
Scale 1:500'



Taylor Property

6/16 D.V.V.