

Coastal Development Regulations

Exhibits

Exhibit – C1

Recorded in Onslow County Courthouse, Onslow Board of Comm. Book 14, Page 2-4

During most of the 1970's, Onslow County rejected efforts to re-zone existing large tracts of coastal property in West Onslow Beach into smaller developable units. The Onslow County Board of Commissioners expressed a desire to implement a comprehensive coastal land use plan prior to allowing for higher density construction.

Public Hearing for Beach Rezoning held November 21, 1977 at 11:00 (Book 14, Page 2-4)

Those in favor spoke about the *“concern about getting the beach property to a size where people will buy and build on them”*. (Page 3)

Those opposed spoke about the need for *“long range and orderly growth”* and that *“plans should be presented for long term development before consideration is given to rezoning”*. (Page 3)

Rezoning was unanimously denied. (Page 4)

salt marsh mosquitos.

Mr. Wells stated that they will be working on the problem this year and that there are probably approximately 10 to 12 areas of concern. Mr. Wells also stated that they have been unable to obtain a permit for aerial application of this compound.

After further discussion, Mr. Joe Pollock, Onslow County Mosquito Control Supervisor, stated that his department would be available to assist the Corps of Engineers in every way possible with their work in Onslow County.

Mr. Wells stated that this would be a one time operation on the part of the Corps of Engineers, but that the compound used is available to the County if they wish to purchase it.

The Board recessed at 10:45 a.m. and reconvened at 10:55 a.m.

Mr. Nandor Kozma, Jr. appeared to thank the Board for his appointment to the Hospital Authority and stated that he will give his best possible performance on this Authority.

Mr. Barbee recognized Mr. Lewis Renn, representative from Congressman Whitley's office. Mr. Renn stated that Congressman Whitley is most concerned with the mosquito problem in Onslow County and hopes that if the problem is not resolved that the Board will call this matter to his attention in order that he can provide his assistance.

Mr. Ernest Harst, Civil Preparedness Coordinator, was present to open bids on a siren for the Northeast-Onslow Volunteer Fire Department. Mr. Harst received two bids and one no bid, and stated that this would be readvertised for bid in order to attempt to obtain three bids.

Mr. Barbee informed the Board that a letter has been received from Caswell Center in Kinston requesting a contribution for their Christmas program. Mr. Barbee stated that there are 30 persons presently at Caswell Center from Onslow County and in the past Onslow County has contributed \$200.00. A motion was offered by Mr. Midgett to contribute \$200.00 to the Caswell Center in Kinston for their Christmas program. The motion was seconded by Mr. Hurst and approved unanimously.

The County Manager informed the Board that he has received a request from the Director of the Health Department for two clerical workers to be hired under the CETA Program. He stated further that this request has been recommended by the Board of Health. A motion was offered by Mr. Brown to approve hiring of two clerical workers for the Health Department. The motion was seconded by Mr. Midgett and approved unanimously.

The County Manager informed the Board that correspondence has been received from Mr. Ronald Aycock concerning appointment of insulation inspectors for Onslow County. Mr. Roach suggested that the Board might consider appointing Mr. Cary Brigman and Mr. Richard Walton for this program. A motion was offered by Mr. Brown that Mr. Cary Brigman and Mr. Richard Walton be appointed insulation inspectors for Onslow County as required by the State. The motion was seconded by Mr. Hurst and approved unanimously.

The County Attorney called to order a public hearing concerning rezoning requests, and which was advertised for 11:00 a.m.

Public Hearing
←

Mr. Strickland stated that the first request was that property owned by Marlo Bostic and Stacy Grant be rezoned from RR-20 to RR-12. Mr. Pattison pointed out the location of this property on a map. Mr. Strickland then called for any comment in favor of the rezoning request.

Mr. Marlo Bostic stated that this property includes approximately 2,220 feet of ocean front and approximately 300 acres total. He stated that he plans a quality development with water to be provided before spring. He stated further that Mr. Koonce of the Health Department has said that RR-12 classification for this property is OK for sewer. Mr. Bostic stated further that no lots on the ocean will have less than 60' frontage and possibly there will be no lots on the inland side less than 75'.

Mr. Stacy Grant of Sanford, N. C., stated that he is one of the owners of this property and that he is interested in seeing the beach develop into something we can be proud of. Mr. Grant stated further that he feels that RR-12 is

ample space to develop in an orderly manner. He also stated that water is being put in before they start and that they will provide whatever sewer system is necessary as needed.

Mr. John Hayes of Sneads Ferry, stated that he is concerned about getting the beach property to a size where people will buy lots and build on them, and that this would provide economical activity and will benefit all people of the County.

Mr. Mack Churchill of Churchill Realty, stated that he has reviewed these plans and that the property is at the end of the island and is undeveloped at the present time. He also stated that he feels this development will be an asset to Onslow County and would not be the type of development we would want to discourage.

Mr. Zennie Riggs of Jacksonville, stated that the main consideration should be the fact that Mr. Koonce said that 12,000 sq. ft. is sufficient and that this property is at the end of the beach and will not be affected by someone having already built on other property.

There being no further comment in favor of this rezoning, Mr. Strickland called for any comments opposed to the rezoning.

Dr. Hunter Heath of Jacksonville, stated that as pointed out before, the original intent of zoning is to provide for long range quality and orderly growth and development. He stated that he feels that rezoning of this property would interfere with the original intent. He stated further that he feels we should not consider rezoning at this time and plans should be presented for long term development before consideration is given to rezoning.

There being no further comments opposed to the rezoning, Mr. Strickland called for any general comments.

Mr. Robert Lock, Jacksonville, stated that in the past he has read where the State was interested in obtaining this land as a park, and that he owns land in the rear and that is the area they were talking about for a park. He stated further that if this property is rezoned to RR-12 any chances for a park at that end of the beach have been done away with. He stated further that he has heard a lot about water and sewer, but does not know where it is coming from. Mr. Lock stated that he can show the Board lots in RR-12 zoning where you cannot build a house. He stated further that the Board should look at what you are doing and decide.

Mr. Zennie Riggs stated that the road has not been moved on the north end of the island, and if we wait for a road and a park we are tying up land indefinitely. He stated further that it is the Board's responsibility to act not and not wait for the future for something that may not materialize.

Mr. Mack Churchill stated that according to the records in the last three years there has not been any RR-20 property sold as individual lots because the price of the land limits the people who will use the property. He stated further that it would be a great area for a park, but that no one has taken any action to develop a park of any kind.

Mr. Marlo Bostic stated that he wants to point out that the zoning action last February has created a building south of Paradise Pier that is of the greatest value of any in Onslow County and that is the kind of development he plans.

Mr. Pattison read the recommendations of the Planning Board on this request as follows: "Mr. Morton Moved that the request be denied. Mr. Pelon seconded that motion, and the motion was carried three to one with Mr. Pelon, Mr. Morton and Mr. Weatherington in favor and Mr. Hartsfield opposed."

Mr. Pattison stated that of the 377 total acres of this property, only 60 acres is classified as RR-20 and the rest is in a conservation classification. He stated that this property is located in a flood prone area and that some of the property is presently under water that was not under water when the plat was recorded, and that the State has to issue a use permit on any development in a flood prone area. Mr. Pattison also stated that he has seen no plans on the proposed development, and that the County has never rezoned a conservation area in the history of the zoning ordinance.

"Pro"



"Con"



Mr. Midgett asked if there is any engineering as to the location of fresh water.

Mr. Pattison stated that Mr. Bostic had said the water was in a limestone formation, but that the State has said that they know of no fresh water supply in this area at this time.

Mr. Bostic stated that they have a pump in this area now that is producing water and is located on the mainland.

After further discussion, a motion was offered by Mr. Brown to deny this request to rezone the property from RR-20 to RR-12. The motion was seconded by Mr. Midgett and approved unanimously.

There being no further comment, the public hearing was closed.

Mr. Strickland then called to order a public hearing concerning a request to rezone property owned by Lee K. and J. B. Alderman from RR-20 to RR-12. Mr. Pattison pointed out the location of this property on a map.

Mr. Strickland then called for any comment in favor of this rezoning request.

Mrs. Nell Vatcher of Nell Vatcher Real Estate stated that she requested the rezoning on this property because she is the sales agent and in order that the owners might develop it. She stated further that she does not know of any other beaches requiring 20,000 sq. ft. lots to build a cottage.

Mr. Mack Churchill, of Churchill Realty stated that the property in question is adjacent to a commercial zone on one side and an RR-12 on the other. He stated further that they would agree to having 75' wide lots.

There being no further comment in favor of the request, Mr. Strickland asked for any comment opposed.

Mr. Robert Lock of Jacksonville, stated that he is representing Dr. Stainback who owns property near that in question. He stated that the property is presently zoned RR-20 and that there are two cottages presently on the property and hopefully there will be more in the future. He stated that it has never been requested to up the zoning, it's always to lower it. Mr. Lock stated that the plans for zoning were made with some forethought and people who own land adjacent are satisfied and want to keep the neighborhood the way it is. He stated further that the price of land can come down, because he recently sold some lots at public auction that did not bring what the people thought it was worth, but it did sell because there is a market for land.

Dr. Hunter Heath stated that it is his opinion that rezoning of this property would degrade the quality and that he doesn't feel it should be rezoned.

Mr. Sefton Padgett stated that he agrees with Dr. Heath and Mr. Lock.

Mrs. Timmons Jones stated that they like it just as it is and don't plan to sell any of their property in the near future.

There being no further comment opposed to the request, Mr. Strickland called for any general comments.

Mr. John Hayes stated that he has read the recent beach study and that the study refers to a 1923 study which classified the whole beach as marsh.

Mr. Pattison read the recommendations of the Planning Board as follows: "Mr. Weatherington moved that the request be denied, and Mr. Morton seconded the motion. The motion was carried unanimously."

A motion was offered by Mr. Midgett to deny this request for rezoning from RR-20 to RR-12. The motion was seconded by Mr. Brown and approved unanimously.

There being no further comment, the public hearing was adjourned.

Mr. Strickland then called to order a public hearing regarding a request from Mr. Robert Hines and Mr. Kenneth Howard that property located adjacent to the Sea Star Motel be rezoned from RR-12 to COM-A.

← "DENY"

Exhibit – C2

Recorded in Onslow County Courthouse, Onslow Board of Comm., Book 14, Page 28

On February 7, 1978, Onslow County Board of Commissioners issues Resolution/Policy that states the Board would *not re-zone any lots in West Onslow Beach (North Topsail Beach) to smaller than 20,000 square feet without individual wells and septic tanks **in place** or 12,000 square feet without central water and sewer **in place**.*

As placing individual wells and septic systems on each proposed lot prior to re-zoning was not economically feasible, in essence this policy dictated that West Onslow Beach development could only move forward with a centralized water and sewer system in place.

Onslow BOC
Book 14
Page 28

RESOLUTION

STATE OF NORTH CAROLINA:

COUNTY OF ONSLOW:

BE IT RESOLVED that the motion unanimously approved by the Board of Commissioners on this the 7th day of February, 1978, to the effect that:

- (1) Any lot which has an individual well and septic tank must have a minimum of 20,000 square feet or be in the RR-20 Zoning District;
- (2) Any lot which has an individual well or septic tank must have a minimum of 16,000 square feet or be in the RR-16 Zoning District;
- (3) Any lot with central water and sewer service may be as small as 12,000 square feet or be in the RR-12 Zoning District;

will be considered as a policy statement forming the understanding of the Commissioners regarding desired guidelines for the County Commissioners' consideration of rezoning requests on West Onslow Beach relative to the provision of water and sewer services on West Onslow Beach, and

BE IT FURTHER RESOLVED, that this understanding is the basis for the decision of these Commissioners relative to the Public Hearing held this the 7th day of February, 1978, and has no effect as an ordinance or as an amendment to an ordinance and that this understanding of these Commissioners may be modified or eliminated, and that action may be taken inconsistent with this understanding by the Commissioners at any future time.

Adopted this 7th day of February, 1978.

ATTEST:

ONSWLOW COUNTY BOARD OF COMMISSIONERS:

Belinda H. Forney
Clerk

Ormond Barber
Chairman

Exhibit – C3

Recorded by North Carolina Secretary of State, Articles of Incorporation

On February 5, 1979, a coastal utility company, North Topsail Water and Sewer, was formed in response to the Onslow County zoning policy.

Corporation Filing for North Topsail Water and Sewer states the purpose of the company is “*to operate and maintain sewer, water, and street treatment*”.

FILED
FEB 8 1 02 PM '79

THAD EURE
SECRETARY OF STATE
NORTH CAROLINA

219119-67687

ARTICLES OF INCORPORATION

FOR

NORTH TOPSAIL WATER AND SEWER, INC.

I, the undersigned natural person, being twenty-one years of age or more, do hereby associate myself into a business corporation under the laws of the State of North Carolina, as contained in Chapter 55 of the General Statutes of North Carolina "Business Corporation Act", and the several amendments thereto and to that end do hereby set forth, make and acknowledge the following Article of Incorporation;

ARTICLE I

The name of the corporation is North Topsail Water and Sewer, Inc.

ARTICLE II

The period of duration of the corporation shall be perpetual.

ARTICLE III

The purposes for which the corporation is organized are as follows:

1. To operate and maintain sewer, water and street treatment.
2. To do everything necessary, proper, advisable, or convenient for the accomplishment of the foregoing purposes, and to do all other things incidental to them or connected with them that are not forbidden by the law.

ARTICLE IV

The aggregate number of shares which the corporation shall have authority to issue is ONE HUNDRED THOUSAND (100,000) divided into one class. The designation of such class is common stock of the par value of \$1.00 per share.

ARTICLE V

The minimum amount of consideration to be received by the corporation for its shares, and with which the corporation shall commence business, is FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS.

ARTICLE VI

The address of the registered office of the corporation shall be 114 Old Bridge Street, Jacksonville, ^{Onslow County,} North Carolina, 28540 and the name of the initial registered agent at such address shall be Charles S. Lanier.

ARTICLE VII

The initial Board of Directors shall consist of one member. The name and address of the person who is to serve as director until the first annual meeting of shareholders is:

M. F. Bostic, President
Rose Hill, N. C.

ARTICLE VIII

The name and address of the sole incorporator of the corporation is:

M. F. BOSTIC
Rose Hill, N. C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5th day of February, 1979.

M. F. Bostic (SEAL)
M. F. BOSTIC

NORTH CAROLINA
ON SLOW COUNTY

THIS IS TO CERTIFY that on the 5th day of February, 1979, before me, a Notary Public, personally appeared M. F. Bostic, who I am satisfied is the person named in and who executed the foregoing Articles of Incorporation, and I having first made known to him the contents thereof, he did acknowledge that he signed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal, this 5th day of February, 1979.

Robin P. Lewis
NOTARY PUBLIC

My commission expires:

February 27, 1983

Exhibit – C4

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 555, Page 547

Since, as of July 1979, utility services were yet available from North Topsail Water and Sewer; the first large scale coastal development in West Onslow Beach was *conditionally* approved based on the understanding that an approved central water and sewer system would be in place prior to any land sales.

*The recorded (July 2, 1979) North Topsail Shores Subdivision conditional use permit allows higher density development but stipulates **no land sales** until the availability of: (page 547, 549)*

Direct or immediate access to a central water system approved by the North Carolina Department of Human Resources, Division of Health Services, and

Direct or immediate access to a central sewage disposal system approved by the North Carolina Department of Natural Resources, Division of Environmental Management.

A paved street adjacent to each lot, said paved street approved by the North Carolina Department of Transportation.

BOOK 555 PAGE 547

SPECIAL USE PERMIT CONDITIONS
FOR THE MARLOW F. BOSTIC -
ROGER F. PAGE
PLANNED UNIT DEVELOPMENT

This document relates to the entire Planned Unit Development known and designated as North Topsail Shores, located on State Road 1568 at New River Inlet on Topsail Island, Stump Sound Township, Onslow County, North Carolina as shown on plats filed June 18, 1979 with the Onslow County Planning Department. Mr. Marlow F. Bostic and Mr. Roger F. Page (hereinafter the Developers) agree to all terms and conditions specified in this document and implicit in the plats presented to and approved by the Onslow County Board of Commissioners (hereinafter, the Board) on this date, which plats and the conditions contained therein are incorporated by reference as a part of this permit. Furthermore, the Developers acknowledge that approval of various specific services by the following named agencies is mandatory prior to any land sales of any size or nature within each section of this Planned Unit Development, as shown on plans presented to the Board.

- (a) North Carolina Department of Human Resources, Division of Health Services (as to the central water system);
- (b) North Carolina Department of Natural Resources and Community Development, Division of Environmental Management (as to the central sewage system);
- (c) North Carolina Department of Transportation (as to road design, layout, and construction, including paving).

Requirements



The Developers agree to show evidence of compliance to the Onslow County Planning Director prior to any land sales that this project complies with the Federal Interstate Land Sales Act and any regulations promulgated pursuant to that Act. This evidence of compliance shall be in the form of a letter from the U. S. Department of Housing and Urban Development stating that they (HUD) have received the application, examined the proposed sales contract and the statement of reservations, taxes, and assessments and the developers may proceed to sell lots.

BOOK 555 PAGE 548

The Developers agree to show evidence acceptable to the Board prior to any land sales that an acceptable Sedimentation Plan has been filed with and approved by the North Carolina Department of Natural Resources and Community Development, as specified by the North Carolina Sedimentation Pollution Control Act of 1973. The Developers shall comply in full with said Act and all provisions.

The Developers understand that conditions not specifically mentioned in this document do not relieve the Developers of the responsibility of complying with any regulations or standards administered by the North Carolina Utilities Commission, the North Carolina Coastal Resources Commission, the North Carolina Department of Natural Resources and Community Development, Division of Marine Fisheries, and/or the U.S. Corps of Engineers.

The Developers, their heirs, assigns or any subsequent corporation or association formed to maintain the PUD, agree to hold Onslow County and the Onslow County Board of Commissioners harmless from any damage or destruction which might arise because of defects in planning, engineering, development and maintenance of the PUD. It is expressly understood that the planning, engineering, development, and maintenance inherent in this Planned Unit Development is the responsibility of the Developers, their heirs, assigns or any subsequent corporations or associations and not of Onslow County.

The Developers agree to provide or to require their successors or assigns to provide a corporation with the permanent responsibility for the maintenance, repair and improvement to any and all common areas and facilities. Common areas and facilities mean and include:

- (a) all recreational sites as shown on the approved plans. Landscaping and native vegetation in these areas shall be required. Great effort shall be made during and after construction to preserve existing dunes and vegetation;
- (b) installations of central services such as water and all concomitant facilities and sewage and all concomitant facilities;
- (c) streets;
- (d) public beach crosswalks.
- (e) all public parking spaces.

Handwritten:
1/2/79

The Developers acknowledge that the State of North Carolina has adopted as a part of the North Carolina Coastal Area Management Act of 1974 a policy restricting the expenditure of public funds in ocean hazard areas as designated by the North Carolina Coastal Resources Commission and further acknowledges that State Road 1568 is within an ocean hazard area.

The Developers agree that no lot in the PUD will be sold for residential, commercial or other construction, whether immediate or future, unless the lot sold has, or is insured of having, the following services or improvements or meets the following standards:

- (a) direct or immediate access to a central water system approved by the North Carolina Department of Human Resources, Division of Health Services;
- (b) direct and immediate access to a central sewage disposal system approved by the North Carolina Department of Natural Resources and Community Development, Division of Environmental Management;
- (c) a paved street adjacent to such lot, as shown on submitted plans, said paved street approved by the North Carolina Department of Transportation;

Requirements



The Developers agree that within the PUD there will be the following appurtenances:

- (a) a paved street adjacent to each lot, said paved street approved by the North Carolina Department of Transportation;
- (b) four (4) beach crosswalks shall be installed and public access walks shall be maintained at a width of not less than four feet (4');
- (c) one hundred (100) temporary public parking spaces (gravel or other suitable material) shall be provided until proposed public parking areas are constructed and maintained for the future by the corporation, their successors or assigns;
- (d) parking spaces shall be provided for all condominiums within the condominium area at the rate of 1.5 spaces per dwelling unit.

*HEAT
7/2/74*

The Developers agree that when required improvements and services have not been completed prior to the request for the Board to review his plans and issue a Special Use Permit, they shall be required to guarantee the completion of the required improvements by means satisfactory to the Board in an amount equal to the estimated cost of construction and installation of the required improvements. Two (2) estimates shall be required from Licensed General Contractors. The performance guarantee shall run for a period of one (1) year for each section of the project beginning with the date of the Planning Department's receipt of the guarantees. Any of the following methods, at the election of the Developers, shall be deemed satisfactory to the Board and must be used by the Developers to guarantee the construction and installation of said improvements.

Nothing in this paragraph shall be construed to relieve the Developers of any responsibility or requirement contained in this permit. For each section as shown on the plans presented to the Board:

- (a) filing a performance or surety bond with the Onslow County Planning Department in the amount of the estimated cost of construction and installation of the required improvements;
- (b) depositing or placing in escrow with a federally insured lending institution a certified check or cash in the amount of the estimated cost of construction and installation of the required improvements and present evidence to the County Planning Director;
- (c) filing an irrevocable letter of credit with the Onslow County Planning Director from a federally insured lending institution which specifies the limit of credit which will be extended to the developers upon request. This amount shall not be used for purposes other than improvements in the PUD being improved. The amount of credit shall be equal to or above the estimated cost of construction and installation of the required improvements.

All plans for water and sewer systems and roads must still be approved by the appropriate State agency before any land is sold (by Section).

BOOK 555 PAGE 551

The Developers agree that no dwelling unit located anywhere within the entire Planned Unit Development containing:

- (a) one (1) bedroom shall have less than five hundred (500) square feet of livable floor area;
- (b) two (2) bedrooms shall have less than seven hundred-fifty (750) square feet of livable floor area;
- (c) three (3) bedrooms shall have less than nine hundred (900) square feet of livable floor area.

As specified in the Onslow County Zoning Ordinance, Section 54, Special Uses, wherever the Board shall find that any of the terms of conditions of this Special Use Permit are not being complied with or have been violated, the Board may rescind or revoke such permit after giving due notice to all parties concerned and granting full opportunity for a public hearing. The permit may be reinstated upon compliance with the Board's requirements. If the Board's requirements are not complied with, the Developers shall be subject to penalties as set forth in Article XI of the Onslow County Zoning Ordinance.

All the terms and conditions of this Permit shall be binding upon an inure to the benefit of the heirs, executors, administrators, successors, and assigns of the said Developers, Marlow F. Bostic and Roger F. Page. It is expressly understood that this Special Use Permit represents a single, comprehensive Planned Unit Development. Any sale of a portion of the land in this Planned Unit Development shall not relieve the Developers, their heirs and assigns from all responsibilities contained herein. Only through the sale and assignment of the entire development which is consistent with the terms of this Permit can responsibility for compliance with this Permit be assigned or transferred to another individual, corporation or association.

The Developers acknowledge that the approval of the Board is only conditional, and that this Permit is not effective until approved by the State of North Carolina, and when it chooses to issue a Major Development Permit as required by the North Carolina Coastal Area Management Act of 1974.

BOOK 555 PAGE 552

This Special Use Permit shall be recorded in the office of the Register of Deeds of Onslow County within sixty (60) days after being signed by the Chairman of the Board.

IN TESTIMONY WHEREOF, the County of Onslow and the Developers have caused this Special Use Permit and all plans presented to be executed in their respective names, all by authority duly given on this 2 day of July, 1979.



Belinda M. Formyduval
Clerk

Roger F. Page (Seal)
Roger F. Page

ON SLOW COUNTY BOARD
OF COMMISSIONERS

By: Ormond Barbee (Seal)
Chairman, Onslow County
Board of Commissioners

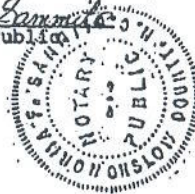
Marlow F. Bostic (Seal)
Marlow F. Bostic

ACKNOWLEDGEMENT

This the 2nd day of July, 1979, personally appeared before me, Norma Sammito, a Notary Public in and for the State and County aforesaid, Belinda Formyduval, who, being duly sworn, said that she knows the common seal of the Board of Commissioners of Onslow County and is acquainted with Ormond Barbee who is Chairman of the Board of Commissioners of Onslow County, and that she, the said Belinda Formyduval is Clerk of the Board of Commissioners of Onslow County and saw the Chairman of the Board of Commissioners of Onslow County sign the foregoing instrument, and saw the common seal of the said Board of Commissioners of Onslow County affixed to said instrument by said Chairman, and that she, the said Belinda Formyduval, Clerk as aforesaid, signed her name in attestation of the due execution of said instrument in the presence of said Chairman of the Board of Commissioners of Onslow County.

Witness my hand and seal, this 2nd day of July, 1979.

Norma Sammito
Notary Public



My Commission Expires: My Commission Expires April 18, 1981

BOOK 555 PAGE 553

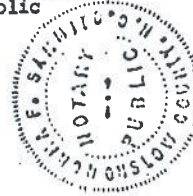
NORTH CAROLINA:
ONSLOW COUNTY:

I, a Notary Public of the County and State aforesaid, certify that Marlow F. Bostic personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this 28th day of June, 1979.

Norma F. Sammito
Notary Public

My Commission Expires: _____ My Commission Expires April 18, 1984



NORTH CAROLINA:
ONSLOW COUNTY:

I, a Notary Public of the County and State aforesaid, certify that Roger F. Page personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this 28th day of June, 1979.

Norma F. Sammito
Notary Public

My Commission Expires: _____ My Commission Expires April 18, 1984 (1984)



NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Norma F. Sammito

~~XXXXXX~~

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 555 Page 547 This 3 day of July

1979 A. M. at 2:32 o'clock P. M.

Michael M. Thomas By _____
Register of Deeds, Onslow County

Register of Deeds

Exhibit – C5

Recorded in Onslow County Courthouse, Onslow Board of Comm., Book 15, Page 34

Onslow County Board issues Resolution that states West Onslow Beach is “*experiencing rapid economic growth*” and nominated as a State-wide “*growth center*”.

The county also commits to help manage this development by “*serving the area with a central water system within the year*”.

RESOLUTION OF GROWTH CENTER NOMINATION
FOR WEST ONSLOW BEACH
ONSLOW COUNTY, NORTH CAROLINA

WHEREAS, Onslow County, North Carolina, is experiencing rapid economic growth; and

WHEREAS, West Onslow Beach is an unincorporated part of Onslow County and is also experiencing rapid economic growth; and

WHEREAS, the developed part of West Onslow Beach will be served by the Onslow County water system within approximately one year; and

WHEREAS, Onslow County is the lead agency in the Topsail Island 201 Facilities Program and the developed portion of West Onslow Beach will be served through this program in the near future; and

WHEREAS, West Onslow Beach meets the criteria of a Seasonal Growth Center;

NOW THEREFORE WE, the Onslow County Board of Commissioners, do hereby nominate West Onslow Beach as a Seasonal Growth Center for Onslow County and the State of North Carolina.

Ormond Barbee
Ormond Barbee, Chairman
Onslow County Board of Commissioners

Belinda H. Joannet
Clerk



CERTIFIED TRUE COPY *April 21, 1980*
BOC meeting

Julie S. Wand
~~Beth M. Purcell, Clerk~~ *Deputy Clerk*
Onslow County Board of Commissioners

Exhibit – C6

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 579, Page 407

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 579, Page 416

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 579, Page 685

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 586, Page 806

Onslow deed records shows new structures/dwellings were erected sold within North Topsail Shores by 1980 as North Topsail Water and Sewer's services came on-line.

Onslow County GIS Data

Onslow GIS data for dwelling purchased in 1980, with same ownership though 2009

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 614, Page 825

North Topsail Shores Subdivision party wall agreement that state owners "shall share equally in cost of repair and maintenance of water and sewer facilities ... as be necessary for continued service".

Prepared by: Charles S. Linnick BOOK 579 PAGE 407

THIS PRESENTED TO TAX OFFICE DATE July 10 1980 CRAWFORD COLLINS

STATE OF NORTH CAROLINA COUNTY OF ONSLOW

DEED

THIS DEED, made this 10th day of July, 1980, by NORTH TOPSAIL SHORES CONDOMINIUMS, INC., a North Carolina corporation, with its principal office located in Onslow County, North Carolina, (hereinafter called "Seller"), to ALLEN C. VELO and wife, PATRICIA M. VELO

of Onslow County, North Carolina, (hereinafter called "Purchaser", whether one or more persons, firms or corporations;

WITNESSETH:

That the said Seller, in consideration of One Hundred (\$100.00) Dollars and other valuable consideration to be paid by the Purchaser, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does hereby bargain, sell and convey unto the Purchaser and their heirs and assigns, a unit ownership in real property, (under and pursuant to North Carolina General Statutes, Chapter 47A, entitled "Unit Ownership Act" and any amendments thereto), located in West Onslow Beach, the County of Onslow and State of North Carolina, and being more particularly described as follows:

Being known and designated as Unit No. 103 as shown on a plat or plats entitled "Topsail Reef" recorded in Unit Ownership and Condominium Book 1, at page(s) 2 thru 2 (2) in the Office of the Register of Deeds of Onslow County, North Carolina reference to which is hereby made for a more particular description; and, in addition, reference is hereby made to a perimeter survey of the land on which the condominium facility, of which said unit is a part, is located and recorded in Unit Ownership and Condominium Book 1, at page 1 of said Registry; and

Together with all rights and easements appurtenant to said unit as specifically enumerated in the "DECLARATION OF CONDOMINIUM" issued by North Topsail Shores Condominiums, Inc., and recorded in the Office of the Register of Deeds of Onslow County in Book 579 at page 294 et seq. on July 9, 1980, and pursuant thereto membership in Topsail Reef Homeowners Association, Inc., a North Carolina non-profit corporation.

Together with all rights of Seller in and to the limited Common Areas and facilities appurtenant to said unit; and

Subject to the said Declaration of Condominium and the By-Laws annexed thereto, which with all attachments thereto are incorporated herein as if set forth in their entirety, and by way of illustration and not by way of limitation, provide for: (1) 1.567% as the percentage of undivided fee simple interest appertaining to the above unit in the Common Areas and facilities, which percentage may be reduced as provided therein; (2) Use and restriction of use of unit for residential and lodging accomodation purposes, and other uses reasonably incidental thereto; (3) Property rights of Purchaser as a unit owner, and any guests or invitees of Purchaser, in and to the Common Area; (4) Obligations and responsibility of the Purchaser for regular monthly assessments and special assessments and the effect of non-payment thereof as set forth in said Declaration and the By-Laws annexed thereto; (5) Limitations upon use of Common Areas; (6) Obligations of Purchaser and the Association, mentioned in said By-Laws, for maintenance; and (7) Restrictions upon use of the unit ownership in real property conveyed hereby.



Stamp #28.00

BOOK 579 PAGE 408

TO HAVE AND TO HOLD the aforesaid unit ownership in real property, and all privileges and appurtenances thereunto belonging, together with the aforesaid rights of easements and use in and to the Common Area, and subject to the said Declaration of Condominium and the By-Laws annexed thereto, to the said Purchaser and their heirs and assigns, forever.

And the said Seller does hereby covenant that it is seized of said premises in fee, and has the right to convey same in fee simple, that the same are free from all encumbrances, and that it will warrant and defend the said title to the same against the claims of all persons whatsoever, subject however, to said Declaration of Condominium, the By-Laws annexed thereto, and the conditions, provisions and restrictions set forth therein; and further subject to, and by acceptance of this deed Purchaser assumes any responsibilities concerning easements, restrictions and rights of way of record; and further subject to 1980 ad valorem property taxes, the respective portions of which (pro ration to date of closing) shall be promptly paid by Seller and Purchaser upon receipt of 1980 tax notices.

IN TESTIMONY WHEREOF, the said NORTH TOPSAIL SHORES CONDOMINIUMS, INC. has caused these presents to be executed by its President, attested by its Secretary, and has hereunto affixed its Common Seal, all pursuant to authority duly granted.



SELLER:

NORTH TOPSAIL SHORES CONDOMINIUMS, INC.
By Bobby J. Dixon President
BOBBY J. DIXON,

John N. Starling Secretary
JOHN N. STARLING,

Purchaser hereby joins in the execution of this deed for the purposes of (i) accepting the conveyance of the aforesaid unit ownership in real property in accordance with the terms and provisions set forth herein and (ii) acknowledging that they (whether one or more) have read the Declaration of Condominium and By-Laws annexed thereto and are fully aware of the provisions thereof, including, without limiting, Seller's option to expand the Condominium by means of an Amendment to Declaration of Condominium not requiring the consent of any unit owners, and that any such expansion shall reduce the Purchaser's (whether one or more) percentage of undivided interest in the Common Areas and facilities.

IN WITNESS WHEREOF, ALLEN C. VELO and wife, PATRICIA M. VELO

have hereunto set their hand(s) and seal(s) the day and year first above written.

Allen C. Velo (SEAL) _____ (SEAL)
ALLEN C. VELO

Patricia M. Velo (SEAL) _____ (SEAL)
PATRICIA M. VELO

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, Charles S. Lanier, Notary Public
of said County and State do hereby certify that
ALLEN C. VELO and wife, PATRICIA M. VELO
personally appeared before me this day and acknowledged the execution
of the foregoing instrument.

Witness my hand and seal this 10th day of July, 1980
My commission expires: Charles S. Lanier



BOOK 579 PAGE 409

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

This 10 day of July, 1980,
personally appeared before me Robby J. Dixon, who being
by me duly sworn, says that he is President of NORTH TOPSAIL
SHORES CONDOMINIUMS, INC., and that the seal affixed to the fore-
going instrument in writing is the corporate seal of said company,
and that said writing was signed and sealed by him in behalf of
said corporation by its authority duly given. And the said
John Starling acknowledged the said writing to be the act and
deed of said corporation.



WITNESS my hand and seal this the 10 day of July

Charles S. Lanier

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Charles S. Lanier
and _____
Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and re-
corded in this office in Book 579 Page 407 This 10 day of July
1980 A.M. at 4:15 o'clock P. M.
Richard M. Thomas By _____
Registrar of Deeds, Onslow County _____
Registrar of Deeds.

Prepared by: Charles S. Lamm BOOK 579 PAGE 416

THIS PRESENTED TO TAX OFFICE DATE July 10 1980 CRAWFORD COLLINS VM

STATE OF NORTH CAROLINA COUNTY OF ONSLOW

DEED

THIS DEED, made this 10th day of July, 1980, by NORTH TOPSAIL SHORES CONDOMINIUMS, INC., a North Carolina corporation, with its principal office located in Onslow County, North Carolina, (hereinafter called "Seller"), to

EUGENE B. DAVIS and wife, MARILYN E. DAVIS, of Onslow County, North Carolina, (hereinafter called "Purchaser", whether one or more persons, firms or corporations;

WITNESSETH:

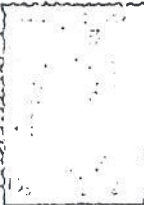
That the said Seller, in consideration of One Hundred (\$100.00) Dollars and other valuable consideration to be paid by the Purchaser, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does hereby bargain, sell and convey unto the Purchaser and their heirs and assigns, a unit ownership in real property, (under and pursuant to North Carolina General Statutes, Chapter 47A, entitled "Unit Ownership Act" and any amendments thereto), located in West Onslow Beach, the County of Onslow and State of North Carolina, and being more particularly described as follows:

Being known and designated as Unit No. 201 as shown on a plat or plats entitled "Topsail Reef" recorded in Unit Ownership and Condominium Book 1, at page(s) 2 thru 2 (f) in the Office of the Register of Deeds of Onslow County, North Carolina reference to which is hereby made for a more particular description; and, in addition, reference is hereby made to a perimeter survey of the land on which the condominium facility, of which said unit is a part, is located and recorded in Unit Ownership and Condominium Book 1, at page 1 of said Registry; and

Together with all rights and easements appurtenant to said unit as specifically enumerated in the "DECLARATION OF CONDOMINIUM" issued by North Topsail Shores Condominiums, Inc., and recorded in the Office of the Register of Deeds of Onslow County in Book 579 at page 294 et seq. on July 9, 1980, and pursuant thereto membership in Topsail Reef Homeowners Association, Inc., a North Carolina non-profit corporation.

Together with all rights of Seller in and to the limited Common Areas and facilities appurtenant to said unit; and

Subject to the said Declaration of Condominium and the By-Laws annexed thereto, which with all attachments thereto are incorporated herein as if set forth in their entirety, and by way of illustration and not by way of limitation, provide for: (1) 1.9 % as the percentage of undivided fee simple interest appertaining to the above unit in the Common Areas and facilities, which percentage may be reduced as provided therein; (2) Use and restriction of use of unit for residential and lodging accommodation purposes, and other uses reasonably incidental thereto; (3) Property rights of Purchaser as a unit owner, and any guests or invitees of Purchaser, in and to the Common Area; (4) Obligations and responsibility of the Purchaser for regular monthly assessments and special assessments and the effect of non-payment thereof as set forth in said Declaration and the By-Laws annexed thereto; (5) Limitations upon use of Common Areas; (6) Obligations of Purchaser and the Association, mentioned in said By-Laws, for maintenance; and (7) Restrictions upon use of the unit ownership in real property conveyed hereby.



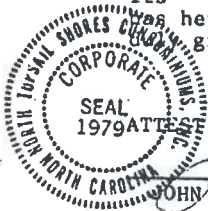
Stamps \$37.00

BOOK 579 PAGE 417

TO HAVE AND TO HOLD the aforesaid unit ownership in real property, and all privileges and appurtenances thereunto belonging, together with the aforesaid rights of easements and use in and to the Common Area, and subject to the said Declaration of Condominium and the By-Laws annexed thereto, to the said Purchaser and their heirs and assigns, forever.

And the said Seller does hereby covenant that it is seized of said premises in fee, and has the right to convey same in fee simple, that the same are free from all encumbrances, and that it will warrant and defend the said title to the same against the claims of all persons whatsoever, subject however, to said Declaration of Condominium, the By-Laws annexed thereto, and the conditions, provisions and restrictions set forth therein; and further subject to, and by acceptance of this deed Purchaser assumes any responsibilities concerning easements, restrictions and rights of way of record; and further subject to 1980 ad valorem property taxes, the respective portions of which (pro ration to date of closing) shall be promptly paid by Seller and Purchaser upon receipt of 1980 tax notices.

IN TESTIMONY WHEREOF, the said NORTH TOPSAIL SHORES CONDOMINIUMS, INC. has caused these presents to be executed by its President, attested by its Secretary, and hereunto affixed its Common Seal, all pursuant to authority granted.



SELLER:

NORTH TOPSAIL SHORES CONDOMINIUMS, INC

By [Signature] BOBBY J. DIXON President

[Signature]
JOHN N. STARLING, Secretary

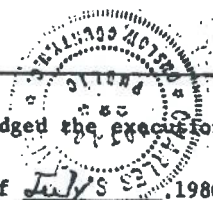
Purchaser hereby joins in the execution of this deed for the purposes of (i) accepting the conveyance of the aforesaid unit ownership in real property in accordance with the terms and provisions set forth herein and (ii) acknowledging that they (whether one or more) have read the Declaration of Condominium and By-Laws annexed thereto and are fully aware of the provisions thereof, including, without limiting, Seller's option to expand the Condominium by means of an Amendment to Declaration of Condominium not requiring the consent of any unit owners, and that any such expansion shall reduce the Purchaser's (whether one or more) percentage of undivided interest in the Common Areas and facilities.

IN WITNESS WHEREOF, EUGENE B. DAVIS and wife, MARILYN E. DAVIS, have hereunto set their hand(s) and seal(s) the day and year first above written.

[Signature] (SEAL) EUGENE B. DAVIS
By: Attorney in Fact, MARILYN E. DAVIS
[Signature] (SEAL) MARILYN E. DAVIS

STATE OF
COUNTY OF

I, Charles I. Paine of said County and State do hereby certify that Marilyn E. Davis personally appeared before me this day and acknowledged the execution of the foregoing instrument.



WITNESS my hand and seal this 10 day of July, 1980.

My commission expires: 7/14/85

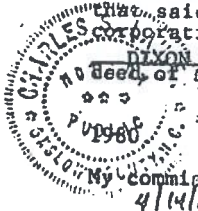
Charles I. Paine

BOOK 579 PAGE 418

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

This 10th day of July, 1980, personally appeared before me BOBBY J. DIXON, who being by me duly sworn, says that he is President of NORTH TOPSAIL SHORES CONDOMINIUMS, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said BOBBY J. DIXON acknowledged the said writing to be the act and deed of said corporation.



WITNESS my hand and seal this 10th day of July

Charles S. Lanier

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, CHARLES S. LANIER, Notary Public do hereby certify that MARILYN E. DAVIS, Attorney in Fact for EUGENE B. DAVIS personally appeared before me this day and by me duly sworn, says that She executed the foregoing and annexed instrument for and in behalf of EUGENE B. DAVIS, and that his or her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in Book 572, Page 661, in the Office of the Register of Deeds for Onslow County, North Carolina on the 19th day of March 1980, and that this instrument was executed under and by virtue of the authority given by said instrument and Power of Attorney; that the said MARILYN E. DAVIS acknowledged the due execution of the foregoing and annexed instrument for the purposes therein established for and in behalf of the said EUGENE B. DAVIS.



Witness my hand and seal this 10th day of July, 1980

Charles S. Lanier

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Charles S. Lanier

Notary (has) Public to (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 579 Page 416. This 10 day of July

1980 A. D. at 4:18 P. M. By [Signature]
Register of Deeds, Onslow County

Prepared by: CHARLES S. LANIER, ESQ.
BOOK 579 PAGE 685

THIS PRESENTED
TO TAX OFFICE
DATE July 15 1980
CRAWFORD COLLINS JR

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DEED

THIS DEED, made this 14th day of July, 1980, by NORTH TOPSAIL SHORES CONDOMINIUMS, INC., a North Carolina corporation, with its principal office located in Onslow County, North Carolina, (hereinafter called "Seller"), to SAMUEL T. COLLINS and wife, JANEISE B. COLLINS, of 348 Westover Drive, Bassett,

of _____ County, Virginia, (hereinafter called "Purchaser", whether one or more persons, firms or corporations;

WITNESSETH:

That the said Seller, in consideration of One Hundred (\$100.00) Dollars and other valuable consideration to be paid by the Purchaser, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does hereby bargain, sell and convey unto the Purchaser and their heirs and assigns, a unit ownership in real property, (under and pursuant to North Carolina General Statutes, Chapter 47A, entitled "Unit Ownership Act" and any amendments thereto), located in West Onslow Beach, the County of Onslow and State of North Carolina, and being more particularly described as follows:

Being known and designated as Unit No. 304 as shown on a plat or plats entitled "Topsail Reef" recorded in Unit Ownership and Condominium Book 1, at page(s) 2 thru 2 (f) in the Office of the Register of Deeds of Onslow County, North Carolina reference to which is hereby made for a more particular description; and, in addition, reference is hereby made to a perimeter survey of the land on which the condominium facility, of which said unit is a part, is located and recorded in Unit Ownership and Condominium Book 1, at page 1 of said Registry; and

Together with all rights and easements appurtenant to said unit as specifically enumerated in the "DECLARATION OF CONDOMINIUM" issued by North Topsail Shores Condominiums, Inc., and recorded in the Office of the Register of Deeds of Onslow County in Book 579 at page 294 et seq. on July 9, 1980, and pursuant thereto membership in Topsail Reef Homeowners Association, Inc., a North Carolina non-profit corporation.

Together with all rights of Seller in and to the limited Common Areas and facilities appurtenant to said unit; and

Subject to the said Declaration of Condominium and the By-Laws annexed thereto, which with all attachments thereto are incorporated herein as if set forth in their entirety, and by way of illustration and not by way of limitation, provide for: (1) 1.567% as the percentage of undivided fee simple interest appertaining to the above unit in the Common Areas and facilities, which percentage may be reduced as provided therein; (2) Use and restriction of use of unit for residential and lodging accomodation purposes, and other uses reasonably incidental thereto; (3) Property rights of Purchaser as a unit owner, and any guests or invitees of Purchaser, in and to the Common Area; (4) Obligations and responsibility of the Purchaser for regular monthly assessments and special assessments and the effect of non-payment thereof as set forth in said Declaration and the By-Laws annexed thereto; (5) Limitations upon use of Common Areas; (6) Obligations of Purchaser and the Association, mentioned in said By-Laws, for maintenance; and (7) Restrictions upon use of the unit ownership in real property conveyed hereby.

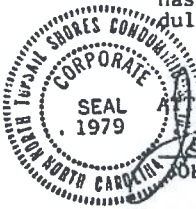


Stamps
\$33.00

TO HAVE AND TO HOLD the aforesaid unit ownership in real property, and all privileges and appurtenances thereunto belonging, together with the aforesaid rights of easements and use in and to the Common Area, and subject to the said Declaration of Condominium and the By-Laws annexed thereto, to the said Purchaser and their heirs and assigns, forever.

And the said Seller does hereby covenant that it is seized of said premises in fee, and has the right to convey same in fee simple, that the same are free from all encumbrances, and that it will warrant and defend the said title to the same against the claims of all persons whatsoever, subject however, to said Declaration of Condominium, the By-Laws annexed thereto, and the conditions, provisions and restrictions set forth therein; and further subject to, and by acceptance of this deed Purchaser assumes any responsibilities concerning easements, restrictions and rights of way of record; and further subject to 1980 ad valorem property taxes, the respective portions of which (pro ration to date of closing) shall be promptly paid by Seller and Purchaser upon receipt of 1980 tax notices.

IN TESTIMONY WHEREOF, the said NORTH TOPSAIL SHORES CONDOMINIUMS, INC. has caused these presents to be executed by its President, attested by its Secretary, and has hereunto affixed its Common Seal, all pursuant to authority duly granted.



SELLER:

NORTH TOPSAIL SHORES CONDOMINIUMS, INC

By Bobby J. Dixon President
BOBBY J. DIXON, President

WITNESSED:
John N. Starling Secretary
JOHN N. STARLING, Secretary

Purchaser hereby joins in the execution of this deed for the purposes of (i) accepting the conveyance of the aforesaid unit ownership in real property in accordance with the terms and provisions set forth herein and (ii) acknowledging that they (whether one or more) have read the Declaration of Condominium and By-Laws annexed thereto and are fully aware of the provisions thereof, including, without limiting, Seller's option to expand the Condominium by means of an Amendment to Declaration of Condominium not requiring the consent of any unit owners, and that any such expansion shall reduce the Purchaser's (whether one or more) percentage of undivided interest in the Common Areas and facilities.

IN WITNESS WHEREOF, SAMUEL T. COLLINS and wife, JANEISE B. COLLINS, have hereunto set their hand(s) and seal(s) the day and year first above written

Samuel T. Collins (SEAL) _____ (SEAL)
SAMUEL T. COLLINS

Janeise B. Collins (SEAL) _____ (SEAL)
JANEISE B. COLLINS

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, CHARLES S. LANIER, Notary Public
of said County and State do hereby certify that
SAMUEL T. COLLINS and wife, JANEISE B. COLLINS
personally appeared before me this day and acknowledged the execution
of the foregoing instrument.



WITNESS my hand and seal this 14th day of July, 1980.
My commission expires: 4/14/85
Charles S. Lanier
CHARLES S. LANIER

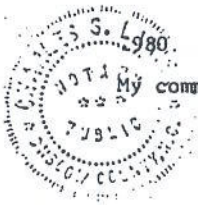
BOOK 579 PAGE 687

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

This 14th day of July, 1980, personally appeared before me BOBBY J. DIXON, who being by me duly sworn, says that he is President of NORTH TOPSAIL SHORES CONDOMINIUMS, INC., and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said BOBBY J. DIXON acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and seal this the 14th day of July



My commission expires: 4/14/85

Charles S. Lanier
CHARLES S. LANIER

NORTH CAROLINA, ONSLOW COUNTY

The foregoing certificate(s) of Charles S. Lanier

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 579 Page 685 This 15 day of July 1980 at 3:53 o'clock P. M.

Mildred M. Thomas
Register of Deeds, Onslow County

Register of Deeds

Prepared by: LANIER & FOUNTAIN, ESQS.

THIS PRESENTED TO TAX OFFICE

DATE Oct 23 1980
CRAWFORD COLLINS *vm*

BOOK 586 PAGE 806

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

D E E D

THIS DEED, made this 22nd day of October, 1980, by NORTH TOPSAIL SHORES CONDOMINIUMS, INC., a North Carolina Corporation, with its principal office located in Onslow County, North Carolina, (hereinafter called "Seller"), to

DOUGLAS M. DAVIDSON and wife, CAROLYN S. DAVIDSON
207 Nottingham Road, Jacksonville,

of Onslow County, North Carolina (hereinafter called "Purchaser", whether one or more persons, firms or corporations);

W I T N E S S E T H

That the said Seller, in consideration of One Hundred (\$100.00) Dollars and other valuable consideration to be paid by the Purchaser, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does hereby bargain, sell and convey unto the Purchaser and their heirs and assigns, a unit ownership in real property, (under and pursuant to North Carolina General Statutes, Chapter 47A, entitled "Unit Ownership Act" and any amendments thereto), located in West Onslow Beach, the County of Onslow and State of North Carolina, and being more particularly described as follows:

Being known and designated as Unit No. 311, Building B as shown on a plat or plats entitled "Topsail Reef Condominiums", recorded in Unit Ownership and Condominium Book 1, at pages 3 thru 3(f) in the Office of the Register of Deeds of Onslow County, North Carolina reference to which is hereby made for a more particular description; and, in addition, reference is hereby made to a perimeter survey of the land on which the condominium facility, of which said unit is a part, is located and recorded in Unit Ownership and Condominium Book 1, at Page 1 of said Registry; and

Together with all rights and easements appurtenant to said unit as specifically enumerated in the "DECLARATION OF CONDOMINIUM" issued by North Topsail Shores Condominiums, Inc. of Onslow County in Book 579 at Page 294 et. seq. on July 9, 1980, and pursuant thereto, membership in Topsail Reef Homeowners Association, Inc., a North Carolina non-profit corporation.

Together with all rights of Seller in and to the limited Common Areas and facilities appurtenant to said unit; and

Subject to the said Declaration of Condominium and the By-Laws annexed thereto, which with all attachments thereto are incorporated herein as if set forth in their entirety, and by way of illustration and not by way of limitation, provide for: (1) 2.043% as the percentage of undivided fee simple interest appertaining to the above unit in the Common Areas and facilities, which percentage may be reduced as provided therein; (2) Use and restriction of use of unit for residential and lodging accommodation purposes, and other uses reasonably incidental thereto; (3) Property rights of Purchaser as a unit owner, and any guests or invitees of Purchaser, in and to the Common Area; (4) Obligations and responsibility of the purchaser for regular monthly assessments and special assessments and the effect of non-payment thereof as set forth in said Declaration and the By-Laws annexed thereto; (5) Limitations upon use of Common Areas; (6) Obligations of Purchaser and the Association, mentioned in said By-Laws, for maintenance; and (7) Restrictions upon use of the unit ownership in real property conveyed hereby.



STAMPS
\$40.00

BOOK 586 PAGE 807

TO HAVE AND TO HOLD the aforesaid unit ownership in real property, and all privileges and appurtenances thereunto belonging, together with the aforesaid rights of easements and use in and to the Common Area, and subject to the said Declaration of Condominium and the By-Laws annexed thereto, to the said Purchaser and their heirs and assigns, forever.

And the said Seller does hereby covenant that it is seized of said premises in fee, and has the right to convey same in fee simple, that the same are free from all encumbrances, and that it will warrant and defend the said title to the same against the claims of all persons whatsoever, subject however, to said Declaration of Condominium, the By-Laws annexed thereto, and the conditions, provisions and restrictions set forth therein; and further subject to, and by acceptance of this deed Purchaser assumes any responsibilities concerning easements, restrictions and rights of way of record; and further subject to 1980 ad valorem property taxes, the respective portions of which (pro ration to date of closing) shall be promptly paid by Seller and Purchaser upon receipt of 1980 tax notices.

IN TESTIMONY WHEREOF, the said NORTH TOPSAIL SHORES CONDOMINIUMS, INC. has caused these presents to be executed by its President, attested by its Secretary, and has hereunto affixed its Common Seal, all pursuant to authority granted.



SELLER:

NORTH TOPSAIL SHORES CONDOMINIUMS, INC

By Bobby J. Dixon President
BOBBY J. DIXON

Purchaser hereby joins in the execution of this deed for the purposes of (i) accepting the conveyance of the aforesaid unit ownership in real property in accordance with the terms and provisions set forth herein and (ii) acknowledging that they (whether one or more) have read the Declaration of Condominium and By-Laws annexed thereto and are fully aware of the provisions hereof, including, without limiting, Seller's option to expand the Condominium by means of an Amendment to Declaration of Condominium not requiring the consent of any unit owners, and that any such expansion shall reduce the Purchaser's (whether one or more) percentage of undivided interest in the Common Areas and facilities.

IN WITNESS WHEREOF, DOUGLAS M. DAVIDSON and wife, CAROLYN S. DAVIDSON have hereunto set their hand(s) and seal(s) the day and year first above written.

Douglas M. Davidson (SEAL) Carolyn S. Davidson (SEAL)
DOUGLAS M. DAVIDSON CAROLYN S. DAVIDSON

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, CHARLES S. LANIER, Notary Public of said County and State do hereby certify that DOUGLAS M. DAVIDSON and wife, CAROLYN S. DAVIDSON personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and seal this 22nd day of October, 1980.

My commission expires: 4/14/85

Charles S. Lanier
CHARLES S. LANIER




BOOK 586 PAGE 808

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

This 22nd day of October, 1980,
personally appeared before me BOBBY J. DIXON, who being by me
duly sworn, says that he is President of NORTY TOPSAI-
SHORES CONDOMINIUMS, INC., and that the seal affixed to the
foregoing instrument in writing is the corporate seal of said
company, and that said writing was signed and sealed by him in
behalf of said corporation by its authority duly given. And the
said BOBBY J. DIXON acknowledged the said writing to be the act
and deed of said corporation.

WITNESS my hand and seal this the 22nd day of
October, 1980.

Carol A. Camburn
NOTARY PUBLIC


My commission expires: 8/25/85

NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Charles S. Lanier and Carol A. Camburn
~~xxxxxx~~
Notary (ies) Public to (are) certified to be correct. This instrument was presented for registration and re-
corded in this office in Book 586 Page 806. This 23 day of October
1980 A. D. at 11:15 o'clock A. M.
Mildred M. Thomas By _____
Registrar of Deeds, Onslow County

Tax Parcel ID: 778C-8.201
 Tax Record Number: 5816
 NC PIN Number: 429811658481201
 Owner Name: DAVIS EUGENE B & MARILYN
 Property Address: NEW RIVER INLET RD SR 1568
 Deed Book and Page: 579416
 Date Deed Recorded: 1980-07-10 00:00:00.0 ← Date Sold
 Current Tax Value: 132432
 Structure Value: 132432
 Land Value: 0
 Other Building Value: 0
 City Code: 26
 Improvement Code: D
 Neighborhood Code: 3067
 Property Description: TPSAIL REEF A 201
 Abstract Tax Value: 132432
 Deed Stamp Amount: 37000
 Plat Book and Page: U1-001
 Tax Acreage Charged: 0.00
 Heated Living Area Sq Ft: 768
 Township Code: 114
 Year Erected: 1980 ← Date Built
 Mailing Address: ████████████████████
 City, State Mailing Address: ████████████████████
 Mailing Zipcode: ████████

pd 9.50
L.J.

BOOK 614 PAGE 823

See page
825

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

PARTY WALL ACCESS AGREEMENT

THIS AGREEMENT, made and entered into by and between John E. Christine and wife, Janice R. Christine, of Lot 11-B, Port Drive, Sneads Ferry, North Carolina, 28460, hereinafter called the parties of the first part, and Neil Realty Company, Inc., of P. O. Box 190, Hookerton, North Carolina, 28538, hereinafter called the party of the second part;

W I T N E S S E T H

WHEREAS, the parties of the first part are the owners of the East portion of Lot 11, Block H, North Topsail Shores, as shown on map recorded in Map Book 20, Page 16, as evidenced by deed dated January 7, 1982, and recorded in Book 614, Page 599, Onslow County Registry, the description of which is incorporated herein by reference, and

WHEREAS, the party of the second part are the owner of the West portion of the said Lot 11.

WHEREAS, the parties hereto have erected upon the property now owned by the respective parties, a duplex residence, which duplex shall have a wall dividing both of the residences, said wall extending along the division of the property of the parties hereto.

WHEREAS, the parties are also subject to certain common privileges with respect to the use of said property by the parties thereto, their heirs, successors and assigns and desire to make this contract binding and run with the land, and whereas it is the intention of the undersigned that in the event of sale or transfer of either or both the properties above referred to, said property shall be transferred to any and all subsequent purchasers subject to the following contracts and agreements as hereinafter set forth by the parties:

BOOK 614 PAGE 824

1. That the dividing wall between the duplex to be located on the dividing line between the properties owned by the parties hereto shall be a party wall and no person shall have the right to add to it or detract from the party wall in any manner whatsoever, it being the intention that the party wall shall at all times remain in the same position as when erected.

2. If it shall be necessary to repair the party wall, the expense of rebuilding the same shall be the then owners of the land in equal proportions and whenever the party wall or any portion thereof shall be rebuilt, it shall be erected on the same place or line that now stands and shall be the same size as when originally erected unless otherwise agreed to in writing and duly recorded by the then owners thereof.

3. In order to be protected from fire and other casualty the parties do hereby agree that henceforth and forever more, the then owners of the land shall cause the premises, which they own to be fully insured at least up to 80% of the value of said premises from fire and other casualty and agree to keep extended coverage on the premises which fully insure all parties. Each party or owner shall furnish the other party or owner a copy of such insurance policy and certification by letter or otherwise that said policy is in full force and effect.

4. Each party or owner agrees that in the event of fire or other casualty to the structures to be located on the aforesaid described premises, that they will within a period of ninety (90) days of such fire or other casualty or damage to said premises restore the same to its former condition. Failure to do so shall give the right to the other owner to cause said premises to be restored and the owner failing to restore shall be responsible to the restoring party for all expenses incurred for said restoration of that portion of the structure located on his property.

5. For the mutual benefit of both parties, the parties as owners hereto agree that they shall maintain the roof and exterior of the premises by causing the same to be maintained at reasonable times and places in a manner suitable to both owners including the selection of color of paint and other matters that may mutually effect the other. Each party agrees to maintain the exterior of the premises and the land thereon in a clean and neat condition and to properly remove trash and debris from there that shall from time to time accumulate.

BOOK 614 PAGE 825

6. Both parties to this contract and any subsequent owners agree to keep their portion of the duplex property insulated at all times. And shall further cause the demised premises to meet all building codes, be they State, Federal or local requirements.

7. The parties hereto agree to mutually share equally in the cost of the repair and maintenance of water and sewer facilities as may be necessary for their proper and continued service to both parties.

← Sewer and water facilities

8. The parties shall equally share in the maintenance or replacement cost of any common decks or stairways now located on the said premises.

9. All these declarations and agreements or covenants running with the Land shall be binding upon the undersigned, their heirs, successors and assigns unless the then owners withdraw the same from dedication, which they may do by a similar writing recorded in the Onslow County Registry, North Carolina.



John E. Christine
JOHN E. CHRISTINE

Janice R. Christine
JANICE R. CHRISTINE

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, William E. Fountain a Notary Public in and for said County and State do hereby certify that John E. Christine and wife, Janice R. Christine personally appeared before me this day and acknowledged the foregoing Party Wall Access Agreement. This the 7th day of January, 1982.

9/9/85 K. E. [Signature]
Notary Public

My Commission Expires: 9/9/85

BOOK 614 PAGE 826

R. Drugg Hill
NEIL REALTY COMPANY, INC.

BY: R. Drugg Hill
Vice President



ATTEST: Josephine S. Lawrence
Ass't. Secretary (Corporate Seal)

STATE OF NORTH CAROLINA

COUNTY: OSWEGO

I, Ann R. Johnson, a Notary Public of the County and State aforesaid, certify that Josephine S. Lawrence personally came before me this day and acknowledged that 5 is Assistant Secretary of Neil Realty Company, 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 Vice President sealed with its corporate seal and attested by herself as Assistant Secretary. Witness my hand and official stamp or seal,

Notary Public on this 8 day of January, 1982.



Ann R. Johnson
Notary Public

My Commission Expires: 4-26-83

NORTH CAROLINA, OSWEGO COUNTY

The foregoing certificate(s) of Keith E. Fountain and Ann R. Johnson and

Notary (ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 614 Page 823 This 13 day of January 1982 A. M. at 9:07 o'clock A. M.

Michael M. Thomas By _____
Register of Deeds, Onslow County Register of Deeds

Exhibit – C7

Onslow County Zoning Map, January 1982

Recorded in Onslow County Courthouse, Onslow Map, Book 22, Page 109 (Ocean Bay)

Recorded in Onslow County Courthouse, Onslow Map, Book 23, Page 18 (Ship Watch)

While most of North Topsail Shores was excluded from the CBRS because of visible structures, the remainder of West Onslow Beach was included in the System even though a full complement of infrastructure was present. As stated by the Service, “*development status was determined primarily on the basis of visible structures*”.

As documented on the 1982 Onslow County zoning map, a number of other developments were approved between 1980 and 1982, *without* conditional permits, due to the presence of the new infrastructure. (Topsail Dunes, Bay View, Ship Watch Town Homes, Ocean Bay Village Town Homes) All these subdivisions were included in the CBRS.

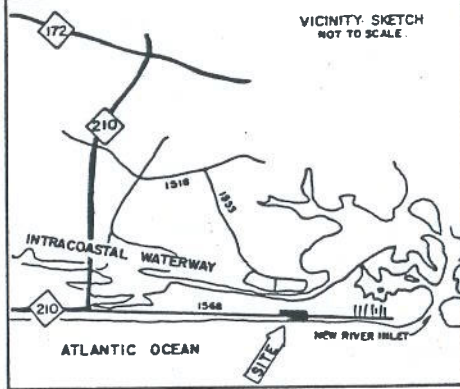
Subdivision maps show utility lines running along the side of each of these developments.

Ship Watch maps had to be revised in 1985 due to a State DOT relocation of State Road 1568. This also forced a relocation of their utility lines which is noted on the map as “*existing water and sewer mains*” to be relocated.

MT

Slide B-377

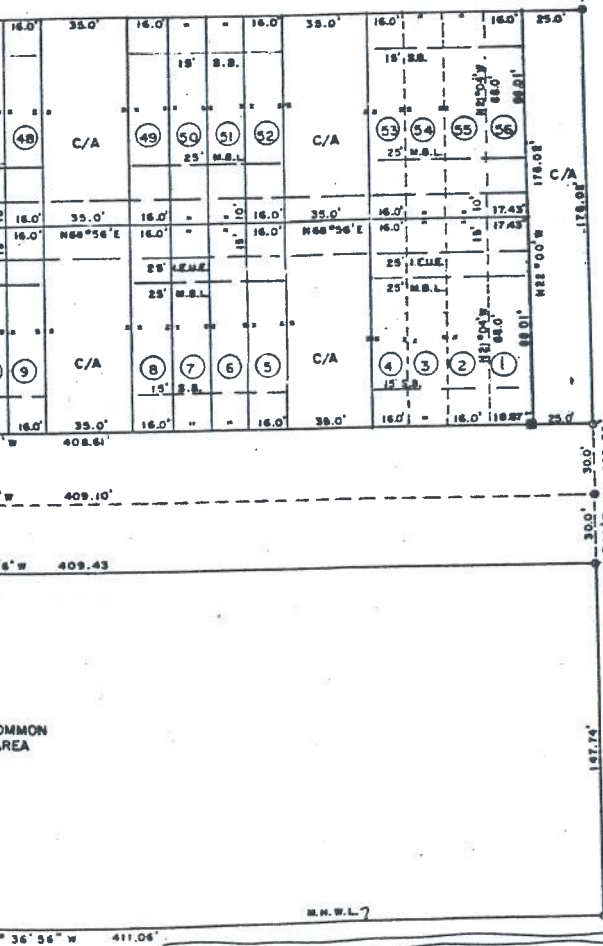
109



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28th 1983

CERTIFIED AND

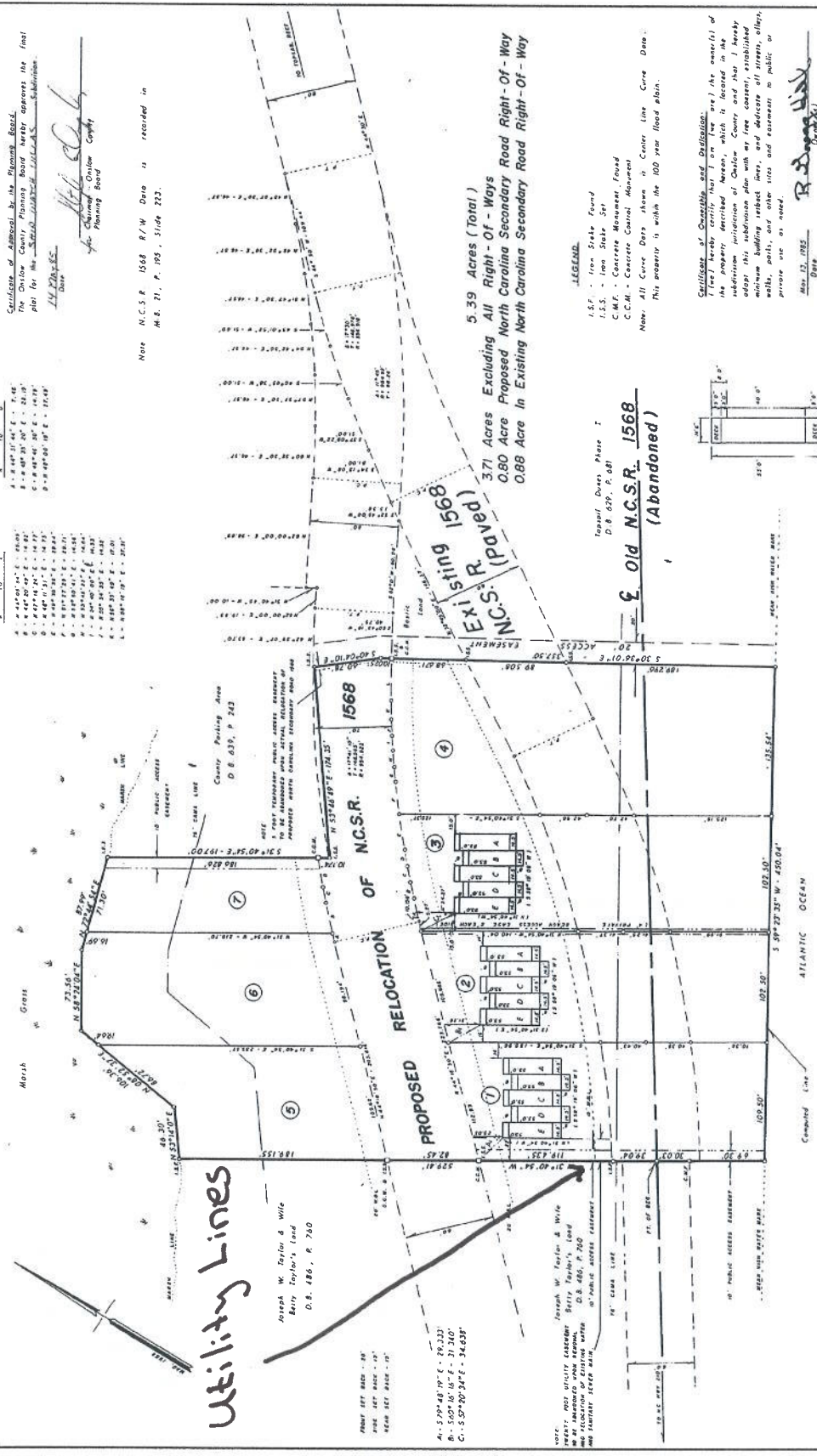


LILLIAN KENLY HUMPHREYS ROE
LOT 3-A (M.B.11, P.41)

ATLANTIC OCEAN

REVISED PLAT
PROPERTY OF
OCEANBAY LTD.
OCEANBAY VILLAGE

Slide C-126



Utility Lines

Joseph W. Taylor & Wife
Betty Taylor's Land
D.B. 486, P. 740

Joseph W. Taylor & Wife
Betty Taylor's Land
D.B. 486, P. 740

Joseph W. Taylor & Wife
Betty Taylor's Land
D.B. 486, P. 740

Note: N.C.S.R. 1568 R/W Data is recorded in
M.B. 71, P. 193, Slide 222.

5.39 Acres (Total)
3.71 Acres Excluding All Right-Of-Ways
0.80 Acre Proposed North Carolina Secondary Road Right-Of-Way
0.88 Acre in Existing North Carolina Secondary Road Right-Of-Way

LEGEND

1. S.F. - Iron Stake Found
2. S.S. - Iron Stake Set
3. C.M. - Concrete Monument Found
4. C.C.M. - Concrete Corner Monument

Note: All Corner Data shown in Center Line Curve Data.
This plan is drawn to the 100 year flood plain.

Qualities of Careless and Negligence

I hereby certify that on the day of the month of 1988, I was personally present at the location of the subdivision and that I have adopted this subdivision plan with my free consent, established minimum building setback lines, and dedicated all streets, alleys, wells, pools, and other uses and easements to public or private use as noted.

Max. 12, 1985
Date: *[Signature]*

Precision: 1/40,172

Witnesses of Careless and Negligence

I, *[Name]*, County Clerk, do hereby certify that this map was drawn under my supervision from an actual field survey and from *[Name]* recorded in Book 222, Page 202. The total area of closure as calculated by lot and block is 1.2622 - 0.2622. This map was prepared in accordance with G.S. 47-30 as amended. WITNESS MY HAND AND SEAL THIS 13 DAY OF May, A.D. 1985.

[Signature]
County Clerk

NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that a plat of a subdivision of land in Onslow County, North Carolina, is on file for public inspection in the Office of the County Clerk, Onslow County, North Carolina, at the County Clerk's Office, 100 North Main Street, P.O. Box 100, Beaufort, North Carolina, from the date of the filing of this plat until the date of the filing of the plat with the State of North Carolina. Any person who wishes to examine the plat should contact the County Clerk's Office.

Witness my hand and Notarial Seal this 13 day of May, 1985.

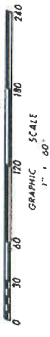
[Signature]
Notary Public



REVISED MAP FOR RECORD OF TRACT THREE FOR

SHIP WATCH VILLAS

STUMP SOUND TWP. ONSLOW CO., N. C.



NOTICE TO THE PUBLIC

This map was prepared by *[Name]* and recorded in this office in Book *[Number]*, Page *[Number]* on the day of *[Month]*, 1985.

[Signature]
County Clerk

Owner: **Neil Realty Co., Inc.**
P.O. Box 190
Morehead, N.C. 28557

Note: 1. Lot 3, 4, 5, 6, 7 - Proposed Structures on these lots are to maintain all minimum side, front and rear road setbacks for Zone R-8. These minimum setbacks are:
(A) Front Setback - 18'
(B) Corner Side - 18'
(C) Front Building Setback - 20'
(D) Rear - 15'

2. Lots will contain these maximum number of townhouse units:
Lot No. 4 - 7 Units
Lot No. 5 - 5 Units
Lot No. 6 - 5 Units
Lot No. 7 - 3 Units



P. A. Greene
ENGINEERING, P. A.
ROUTE 2, SHOW HILL, N.C.
DATE: MAY 12, 1985 DRAWN BY: WJL/DK
CIVIL ENGINEERING & SURVEYING, INC.

Exhibit – C8

Recorded in Onslow County Courthouse, Onslow Real Estate Conveyance, Book 667, Page 847

Bay View Subdivision's building sites included a number of duplexes which issued recorded party wall agreements that state owners "*shall share equally in cost of repair and maintenance of water and sewer facilities ... as be necessary for continued service*".

See Page
849

BOOK 667 PAGE 847

NORTH CAROLINA

ONSLow COUNTY

PARTY WALL COVENANT

THIS COVENANT, made and entered into by JOHN H. HAYES, INC., of Onslow County, North Carolina, hereinafter referred to as "Declarant";

W I T N E S S E T H:

THAT WHEREAS, Declarant is the owner of Lot 1, Block I, Bay View as recorded in Map Book 21, Page 205, Onslow County Registry, North Carolina, the description of which is incorporated herein by reference; and

WHEREAS, Declarant has or will have constructed upon said lot a quadruplex residence which will be sold in four parcels, each new owner having a common wall which divides their residences; and

WHEREAS, it is the intention of the Declarant that in the event of sale or transfer of any one of the said residences, that said dividing wall shall remain in the same condition for the use of any and all subsequent purchasers:

NOW, THEREFORE, it is declared:

1. That said dividing wall shall be a party wall for said real estate so long as all four of said residences as now constructed shall not be materially altered or changed.

2. No person shall have the right to add to or detract from the party wall in any manner whatsoever, it being the intention that the party wall shall at all times remain in the same position as when erected.

BOOK 667 PAGE 848

3. If it shall be necessary to repair the party wall, the expense of rebuilding the same shall be the then owners of the land in equal proportions affected by said party wall and whenever the party wall of any portion thereof shall be rebuilt, it shall be erected on the same place or line that now stands and shall be the same size as when originally erected unless otherwise agreed to in writing and duly recorded by the then owners thereof.

4. In order to be protected from fire and other casualty the parties owning the premises shall henceforth and forever more, cause the premises which they own, to be fully insured at least up to eighty percent (80%) of the value of the said premises from fire and other casualty and agree to keep extended coverage on the premises which fully insure all parties. Each party or owner shall furnish the other parties or owners a copy of such insurance policy and certification by letter or otherwise that said policy is in full force and effect.

5. Each owner of the property shall agree that in the event of fire or other casualty to the structures located on the aforesaid described premises, that they will within a period of ninety (90) days of such fire or other casualty or damage to said premises restore the same to its former condition. Failure to do so shall give the right to the other owners to cause said premises to be restored and the owner failing to restore shall be responsible to the restoring party or parties for all expenses incurred for said restoration of that portion of the structure located on this property.

BOOK 667 PAGE 849

6. For the mutual benefit of all owners, the owners are hereby obligated that they shall maintain the roof and exterior of the premises by causing the same to be maintained at reasonable times and places in a manner suitable to both owners including the selection of color of paint and other matters that may mutually effect the other. Each owner shall agree to maintain the exterior of the premises and the land thereon in a clean and neat condition and to properly remove trash and debris from there that shall from time to time accumulate.

7. All owners of the above described property shall, and any subsequent owners, be obligated to keep their portion of the quadraplex property insulated at all times, and shall further cause the demised premises to meet all building codes, be they State, Federal, or local requirements.

8. The owners of the above described property shall share equally in the cost of the repair and maintenance of water and sewer facilities as may be necessary for their proper and continued service to all parties. Each owner or his heirs or assigns is granted a perpetual easement over the other owners' properties for the purpose of servicing, repairing and maintenance of the water and sewer facilities. None of the owners may interrupt the other owners' use of the water and sewage facilities.

← Sewer and
Water Facilities

9. Alternative heat sources, e.g., wood, coal, steam or kerosene will not be used without the prior written consent of all owners.

BOOK 667 PAGE 850

10. This declaration shall be binding upon the undersigned, its successors, assigns and grantees, except all of the owners of said land my unanimously alter, amend, or revoke this declaration at any time by appropriate document recorded upon the public records.

IN WITNESS WHEREOF, the Declarant has caused this Covenant to be executed in its corporate name by its _____ President, attested by its _____ Secretary, its corporate seal affixed all by authority of its Board of Directors, this the 29th day of September, 1983.



ATTEST
Cecelia Maria Fincannon
Secretary

JOHN H. HAYES, INC.
By *John H. Hayes*
President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I, a Notary Public of said County and State, do hereby certify that John H. Hayes personally came before me this day and acknowledged that (s)he is the Secretary of JOHN H. HAYES, 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 its _____ Secretary.

Witness my hand and seal, this 29th day of September, 1983.

My commission expires: 5-19-85

Cecelia Maria Fincannon



NORTH CAROLINA, ONSLOW COUNTY
The foregoing certificate(s) of Cecelia Maria Fincannon

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 667 Page 847. This 28 day of September 19 83 A.D. at 3:14 o'clock P. M.
Mildred M. Shaw By _____
Register of Deeds, Onslow County Register of Deeds