

Bonaparte Property Owners Assoc.

HENRY DUNN, PRES.
CLARA SCHUSTER, VICE PRES.
CA: SOMMERS, SECY.
Ruth Purdowski, Treas.

P.O. BOX 4206
CALABASH, N.C. 28467

DIRECTORS
WILLIAM STACKHOUSE
WILLIAM UTTER
CLAUDE TEEGARDIN

Brunswick County—Register of Deeds
Robert J. Robinson
Inst #333420 Book 2400 Page 1078
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Feb., 1991
Feb, 2006

EXHIBIT "D"

RESTRICTIONS FOR THE PROTECTION OF YOUR PROPERTY IN BONAPARTE'S RETREAT I

1. These covenants, restrictions, and conditions (hereinafter referred to as "covenants") shall be applicable to all lots wherein the conveyances of which, both the land sale and warranty deed, make specific reference to these covenants, otherwise these covenants shall not apply.
2. No lot shall be used except for single family residential or recreational purposes. No lot shall be used for commercial purposes without express written permission from Bonaparte's Retreat Property Owners Association.
3. Any mobile home placed upon this lot shall derive its power source for heating and cooling other than by electricity from an underground tank. No fuel tank shall be placed above ground.
4. No lot or lots shall be divided or subdivided, nor shall any portion or any less than the whole of any one lot be sold or conveyed; except that a lot may be subdivided into two portions and conveyed to the owners of adjoining lots on either side, so as to become parts thereof; provided, however, that the property thus combined shall be considered as one lot for the purposes of these covenants.
5. Bonaparte's Retreat Property Owners Association and the Brunswick County Health Department must approve the location of septic tanks on all lots. No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed in accordance with generally recognized good standards for health.
6. No mobile home may be placed on any lot closer than six (6) feet to the side boundary line, nor shall a mobile home be placed on a lot except twenty-five (25) feet from the street right-of-way line and also placed in such a manner as to conform to the front set-back line of other homes fronting on that same street right-of-way line. All mobile homes shall be so placed on the lot so that the length of the mobile home shall be parallel with the side property line of the lot. All mobile home placement on the lot shall be subject to the supervision of a representative of the Bonaparte's Retreat Property Owners Association.

RECORD OF POOR QUALITY
DUE TO CONDITION OF ORIGINAL

RET Ted Maples
TOTAL 50 REV 38
REC# 13 CK AMT 75 CK# 2640
CASH REF BY NS25

7. All new single wide mobile homes shall be no less than 14 feet in width and no less than 66 feet in length. All new double wide mobile homes shall be no less than 26 feet in width and 50 feet in length.
8. No mobile home manufactured more than two years prior to its placement on the lot shall be allowed without the written permission of the officers of Bonaparte's Retreat Property Owners Association. All mobile homes shall be factory built and no addition, extensions, or attachments shall be placed on the lot except items of commercial manufacture and design without express, written permission of the officers of Bonaparte's Retreat Property Owners Association. No out building or carport shall be built to exceed the front set-back limit of twenty-five (25) feet or exceed side set-back limit of six (6) feet.
9. No more than one (1) mobile home shall be placed on a lot.
10. No chickens or livestock of any kind can be kept on a lot.
11. Each lot owner shall at all times maintain his lot in a well kept condition. In the event that any lot is maintained in violation of the above requirements, Bonaparte's Retreat Property Owners Association reserves the right after written notice to the property owner, to enter and correct such condition, and to charge same to the lot owner, ten (10) days after receipt of letter. Maintain lot and real property in a condition commensurate with the property within the "Park", that is in well kept condition.
12. No stale garbage, or any other condition conducive to the breeding of flies and rodents, or otherwise prejudicial to the health and well-being of the lot owners, shall be permitted to continue on any lot.
13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or any annoyance to the neighboring lot owners.
14. In the event that the owner of any lot, which is subject to these restrictions, or his heirs or assigns, shall violate, or attempt to violate any of these covenants, then the Bonaparte's Retreat Property Owners Association is empowered to bring any proceeding at law or in equity against the lot owner to prevent him from so doing, or to recover damages for such violations.
15. All mobile homes shall be installed with underpinning of matching colored metal, matching colored fiberglass, or brick. Porches may be underpinned with appropriate wood material.
16. No clothesline or other clothes drying facilities shall be allowed on the lot except a circular, canopy-type rack, provided said rack is placed at the rear of the mobile home.
17. Invalidation of any one of these covenants by court decree, or any other means, shall in no way affect any of the other covenants, but they shall remain in full force and effect.

18. By acceptance of this deed of conveyance, the grantee, for himself, his heirs and assigns, binds himself to become a member of the Property Owners Association upon its formation and Association, as the case may be. All assessments as set by the Property Owners Association, and acknowledges that all such assessments shall be a lien on the within described lot and collectible in the same manner as a County tax lien; provided further that any unpaid assessments or charges shall run with the lots and constitute a continuing lien in the hands of the transferee; provided further that a written statement from the Bonaparte's Retreat Property Owners Association, or its assigns, shall constitute prima facie evidence of the amount of lien against the lot as of the date of such statement. Any property owner selling property shall notify the Secretary of the Property Owners Association that sale has been made and the name or names of the buyer. This information shall be conveyed to the Secretary within seven (7) days following the sale of property.
19. There shall be a thirty (30) days limit on camping, or R.V. vehicles on lots with homes already on them, (meaning visitors, family, and friends).
20. There shall be a leash law on all domestic animals, not to be allowed in recreation area at any time, and owner to clean up mess on others property. All domestic animals to be leashed at all times.
21. No satellite or TV dishes shall be allowed on any lot. No amateur radio operations shall be permitted that would detract from the aesthetics of the area or which would interfere with general TV and radio operation.
22. Skirting shall be installed within ninety (90) days of set-up of mobile home.
23. Building permits, giving drawings and plot showing location on lot, shall coincide with the Brunswick County and the Sunset Beach Building Code. Drawing must be given to the Property Owners Association Building Inspector for approval by him, and to be kept for public record.
24. School buses shall pick up the children at their respective homes.
25. Amendment to Item No. 4 to permit above ground gas fuel tanks if they are hidden by a decorative fence.
26. Amendment to Item No. 6 to read: A seven (7) day notice to be given to the BRPCA Building Inspector prior to placing a home on a lot.
27. Amendment to Item No. 7 to include the special amendment already in effect that Block "F" of Bonaparte's Retreat be restricted to Double-wide homes with brick underpinning as described in the contracts of those who have already purchased lots in that block from Ocean Side Corporation.

28. Amendment to Item No. 20 to read: All domesticated animals shall be restrained on a leash, not more than seven (7) feet long, at all times. Failure to comply with this rule will result in the animal or animals being placed in custody by the Brunswick Animal Shelter.
29. Speed limits on streets in Bonaparte's Retreat I to be 20 miles per hour. All property owners and guests must maintain the speed limits as posted. Any violator will be reprimanded by the Property Owners Association and that could result in forfeiture of the park recreation facilities.
30. Any burning done in the park must be by the laws of the State Forestry Service, and the burner is to be financially responsible for any damage done to another's property, as well as community property, by the fire. All fires conducted by anyone shall be supervised at all times and authorized by Grounds Director with full consideration given to the neighbors. No unattended "open burning" shall be permitted.
31. Any property owner that owns any lot or lots other than a lot adjoining his immediate property shall be assessed an additional fee commensurate with the home owners fee.
32. All homes shall be numbered with numbers visible from street.
33. Property owners assessments shall be due and payable January 1 of each year. Failure to pay within a period of Sixty (60) days following January 1 will constitute a delinquency. Legal action will ensue after the delinquency has been allowed to persist for the specified sixty (60) days.
34. No trees or shrubs shall be cut or removed from any buffer zone, without the Property Owners Association approval.
35. No structures of a temporary character, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence either temporary or permanently.
36. No owner of any lot within the legal perimeter of Bonaparte's Retreat I shall keep or maintain upon any piece or parcel of property any boat, trailer, or otherwise motor vehicle of any kind and nature which is not currently licensed and inspected by the State of North Carolina. No repairs, except minor repairs such as tire changing shall be conducted upon any motor vehicle on any property within the legal perimeter of the subdivision.
37. No owner of any property within the subdivision shall maintain therein or thereon any form of explosive, pyrotechnical device, inflammable solid or liquid of any kind or nature for any reason. Nothing herein contained shall be construed to prohibit the keeping of small amounts of gasoline and oil for lawn mowers and other similiary fueled garden implements. Small arms ammunition, in limited quantities, shall only be kept in a secured container.

38. No building project, once started, shall exceed six (6) months. Any excess to this time shall require approval of the Board of Directors of the Property Owners Association.
39. Downed trees and limbs shall be removed from property as soon as the same may be done so safely.
40. All fences shall be constructed out of material and design that will not detract from any other property and be set six (6) inches inside property line. All fences shall not exceed forty-two (42) inches in height. All plans for fences must be submitted to the Director of Grounds before erecting same.

CORRECTIONS and ADDITIONS TO
BONAPARTE'S RETREAT 1 RESTRICTIONS

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- ITEM 2 No lot shall be used except for family residential or recreational purposes. No lot shall be used for commercial purposes without express written permission from Bonaparte's Retreat Property Owners Association.
- ITEM 6 { No mobile home may be placed on any lot closer than six (6) feet to the side boundary line, nor shall a mobile home be placed on a lot except twenty five (25) feet from the street right-of-way line and also placed in such a manner as to conform to front set-back line of other homes fronting on that same street right-of-way line. All single wide mobile homes shall be so placed on the lot so that the length of the mobile home shall be parallel with the side property line of the lot. All mobile home placement on the lot shall be subject to the supervision of a representative of the Bonaparte's Retreat 1 Property Owners Association. }
- ITEM 23 { Building permits, giving drawings and plot showing location on lot shall coincide with the Brunswick County, Sunset Beach and Calabash building codes. Drawing must be given to the Property Owners Association Building Inspector for approval by him and to be kept for public record. }
- ITEM 27 Amendment to Item 7 to include the special amendment already in effect that Block "F" of Bonaparte's Retreat 1 be restricted to double wide mobile homes with brick underpinning as described in the contracts of those who have already purchased lots in that block from Ocean Side Corporation.
- ITEM 36 No owner of any lot within the legal perimeter of Bonaparte's Retreat 1 shall keep or maintain upon any piece or parcel of property, any boat, trailer or otherwise motor vehicle of any kind and nature which is not currently licensed and inspected. No repairs except minor, such as tire changing shall be conducted upon any motor vehicle on any property within the legal perimeter of the subdivision.
- ITEM 37 Propane tanks for barbecue gas grills are allowed.
- ITEM 40 All fences shall be constructed out of material and design that will not detract from any other property and be set six (6) inches inside property line. All fences shall not exceed forty eight (48) inches in height. All plans for fences must be submitted to the Director of Grounds before erecting same.

RECORD OF POOR QUALITY
DUE TO CONDITION OF ORIGINAL

Bonaparte Property Owners Assoc.

ENRY DUNN, PRES.
LARA SCHUSTER, VICE PRES.
ATHY SOMMERS, SECY.
uth Purdoski, Treas.

P.O. BOX 4206
CALABASH, N.C. 28467

DIRECTORS
WILLIAM STACKHOUSE
WILLIAM UTTER
CLAUDE TEGARDIN

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RULES PERTAINING TO POOL

1. The pool shall open May 1 and close approximately Oct. 15.
2. Swimming tags must accompany each swimmer, not necessarily pinned on suit but must be available to pool patrol at all times.
3. Tags lost or not exchanged for new tags will result in a charge of two dollars (\$2.00) each.
4. Each property owner will receive four tags (4) per family. If additional tags are required, a set of four (4) will cost five dollars(\$5.00) per season.
5. Property owners assessment must be paid before receiving pool tags.
6. Pool will be open from dawn until dark.
7. TheProperty Owners Association will not assume any responsibility for those who swim on the premises. The property owners will not be responsible for any accidents that might occur during swimming or any activity on the premises.
8. The shower at the end of the pool and the rest rooms in the clubhouse are available to all participants.
9. Any person or persons involved in any activity that infringes on the rights of others will be expelled from the pool and the premises. If the adverse activities should continue thereafter the pool director shall be vested with authority to expell the party or parties from the pool and premises for any duration of time he or she may deem necessary.
10. All minor children shall be accompanied by an adult or adults at all times.
11. The pool patrol will be vested with authority to enforce all rules pertaining to the pool and premises.
12. Those who do not own property and do not pay a Property Owners assessment will be denied access to the pool at all times, excluding relatives and guests of Property Owners. Guests not to exceed six (6).
13. Property Owners shall be allowed access for their guests with proper identity and proper tags. Property Owners shall be responsible for the conduct of their guests.

RECORD OF POOR QUALITY
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14. Absolutely no littering by anyone.
15. No drinks or food shall be allowed at the pool or the premises at anytime. Under no circumstances are glass containers of any kind to be used.
16. Due to lack of a Life Guard and liability insurance coverage no outside groups shall have access to the pool.
17. The pool director shall be vested with authority to dispense badges and supervise the pool.

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DIRECTORS
WILLIAM STACKHOUSE
WILLIAM UTTER
CLAUDE TEEGARDIN

RULES PERTAINING TO CLUBHOUSE

1. Property Owners shall have priority in regard to access to the clubhouse. Any member or members must request use of the clubhouse and be placed on the clubhouse calendar by the clubhouse director.
2. Any person or persons using the clubhouse will be responsible for turning off the necessary utilities and cleaning and placing the clubhouse in good order. Failure to comply will result in a charge in the amount of ten dollars (\$10.00).
3. There will be no charge to the members for the use of the clubhouse.
4. The clubhouse may be rented to outside groups providing the date does not conflict with the calendar of events.
5. A charge of ten dollars (\$10.00) will be required each time for any outside group using the clubhouse.
6. No equipment shall be loaned or taken from the clubhouse by any member for any reason without approval of the clubhouse director.
7. The clubhouse director shall coordinate all activities and maintain the clubhouse calendar.

POOL

- ITEM 10 Children under the age of twelve (12) shall be accompanied by an adult or adults at all times.
- ITEM 15 Soft drinks shall be allowed but empty cans must be placed in the recycle container. No alcoholic beverages allowed. Under no circumstances are glass containers of any kind to be used.

CLUB HOUSE

- ITEM 4 The Club House shall not be rented to any outside group unless a property owner is affiliated with it.
- ITEM 5 The charge for the Club House by any outside group shall be determined by the Director of Club House Activities.

EXHIBIT "D"

RESTRICTIONS FOR THE PROTECTION OF
YOUR PROPERTY IN BONAPARTE'S RETREAT

1. These covenants, restrictions, and conditions (hereinafter referred to as "covenants") shall be applicable to all lots wherein the conveyances of which, both the land sale and warranty deed, make specific reference to these covenants, otherwise these covenants shall not apply.
2. No lot shall be used except for family residential or recreational purposes. No lot shall be used for commercial purposes without express written permission from Bonaparte's Retreat Property Owners Association.
3. Any mobile home placed upon this lot shall derive its power source for heating and cooling other than by electricity from an underground tank. No fuel tank shall be placed above ground.
4. No lot or lots shall be divided or subdivided, nor shall any portion or any less than the whole of any one lot be sold or conveyed: except that a lot may be subdivided into two portions and conveyed to the owners of adjoining lots on either side, so as to become parts thereof; provided, however, that the property thus combined shall be considered as one lot for the purposes of these covenants.
5. Bonaparte's Retreat Property Owners Association and the Brunswick County Health Department must approve the location of septic tanks on all lots. No outside toilet facilities may be constructed or utilized. All sanitary facilities must be constructed in accordance with generally recognized good standards for health.
6. No mobile home may be placed on any lot closer than one (1) foot to the side boundary line nor more than six (6) feet from said line, nor shall a mobile home be placed on a lot except twenty-five (25) feet from the street right-of-way line and also placed in such a manner as to conform to the front set-back line of other homes fronting on that same street right-of-way line. All mobile homes shall be so placed on the lot so that the length of the mobile home shall be parallel with the side property line of the lot. All mobile home placement on the lot shall be subject to the supervision of a representative of the Bonaparte's Retreat Property Owners Association.
7. All mobile homes shall be twelve (12) or fourteen (14) feet in width and not less than fifty (50) feet in length.
8. No mobile home manufactured more than two years prior to its placement on the lot shall be allowed without the written permission of the officers of Bonaparte's Retreat Property Owners Association. All mobile homes shall be factory built and no addition, extensions, or attachments shall be placed on the lot except items of commercial manufacture and design without express, written permission of the officers of Bonaparte's Retreat Property Owners Association.
9. No more than one (1) mobile home shall be placed on a lot.
10. No chickens or livestock of any kind can be kept on a lot.
11. Each lot owner shall at all times maintain his lot in a well kept condition. In the event that any lot is maintained in violation of the above requirements, Bonaparte's Retreat Property Owners Association reserves the right after five days written notice to the property owner, to enter and correct such condition, and to charge same to the lot owner.
12. No stale garbage, or any other condition conducive to the breeding of flies and rodents, or otherwise prejudicial to the health and well-being of the lot owners, shall be permitted to continue on any lot.

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EXHIBIT "D"

13. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or any annoyance to the neighboring lot owners.
14. In the event that the owner of any lot, which is subject to these restrictions, or his heirs or assigns, shall violate, or attempt to violate any of these covenants, then the Bonaparte's Retreat Property Owners Association is empowered to bring any proceeding at law or in equity against the lot owner to prevent him from so doing, or to recover damages for such violations.
15. All mobile homes shall be installed with underpinning of matching colored metal, matching colored fiberglass, or brick. Porches may be underpinned with appropriate wood material.
16. No clothesline or other clothes drying facilities shall be allowed on the lot except a circular, canopy-type rack, provided said rack is placed at the rear of the mobile home.
17. Invalidation of any one of these covenants by court decree, or any other means, shall in no way affect any of the other covenants, but they shall remain in full force and effect.
18. These covenants shall continue in affect until 31 December, 1999, at which time they shall automatically expire.
19. By acceptance of this deed of conveyance, the grantee, for himself, his heirs and assigns, binds himself to become a member of the Home Owners Association upon its formation and Association, as the case may be. All assessments for street maintenance, club fees, and water charges, all as set by the developer or the Home Owners Association, and acknowledges that all such charges and assessments shall be a lien on the within described lot and collectible in the same manner as a County tax lien; provided further that any unpaid assessments or charges shall run with the lots and constitute a continuing lien in the hands of the transferee; provided further that a written statement from the Bonaparte's Retreat Property Owners Association, or its assigns, shall constitute prima facie evidence of the amount of lien against the lot as of the date of such statement.

ADDITIONS TO RESTRICTIONS VOTED ON AND PASSED AT ANNIVERSARY MEETING AUGUST 31, 1985.

20. There shall be a two-week limit on camping, or R.V. vehicles on lots with homes already on them, (meaning visitors, family, and friends).
21. There shall be a leash law on dogs, not to be allowed in recreation area at any time, and owner to clean up mess on others property. Dogs to be leashed at all times.
22. No satellite or TV dishes shall be allowed on any lot.
23. Skirting shall be installed within ninety(90) days of set-up of mobile home.
24. Building permits, giving drawings and plot plan showing location on lot, shall coincide with the Brunswick County and the Sunset Beach Building Code. Drawing must be given to the Property Owners Association Building Inspector for approval by him, and to be kept for public record.
25. School buses shall pick up the children at their respective homes.

RECORD OF POOR QUALITY
DUE TO CONDITION OF ORIGINAL

ADDITIONS TO RESTRICTIONS VOTED ON AND PASSED AT ANNUAL MEETING JUNE 7, 1986

26. Amendment to Item No. 4 to permit above ground gas fuel tanks if they are hidden by a decorative fence.
27. Amendment to Item No. 6 to read: A seven-day notice to be given to the BRPOA Building Inspector prior to placing a home on a lot.
28. Amendment to Item No. 7 to include the special amendment already in effect that Block "E" of Bonaparte's Retreat be restricted to double-wide homes as described in the contracts of those who have already purchased lots in that block from Ocean Side Corporation.
29. Amendment to Item No. 21 to include cats in the leash law and to have all cats not claimed by an owner be picked up by the Brunswick County Animal Shelter.
30. Speed limits on streets in Bonaparte's Retreat to remain at 15 miles per hour.
31. Any burning done in the park must be by the laws of the State Forestry Service, and the burner is to be financially responsible for any damage done to another's property, as well as community property, by the fire.

The undersigned, being those persons constituting the Executive Board, of Bonapart'e Retreat ,acknowledge approval of theseRRestrictions, Covenants by affixing their signatures hereto.

Dateddthis 25th day of February 2006

Thurston President

John G. Vice President
Secretary

Glenda L Smith Treasurer

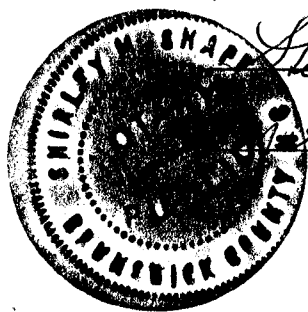
Charlie Daniels Property Manager

Mary L. Daniels Pool Director

Libby M. Hape Notary

Date, Feb 25, 2006

March 06, 2006 Commission



RECORD OF POOR QUALITY
DUE TO CONDITION OF ORIGINAL