

RECORDED AND VERIFIED

BOOK

PAGE

MARY SUE COYS

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REGISTER OF DEEDS

STATE OF NORTH CAROLINA HANOVER CO. NC.

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
WINDWARD OAKS

COUNTY OF NEW HANOVER

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This Declaration, Made the 5 day of October, 1993, by
OLD SOUTH, INC., a North Carolina corporation, hereinafter referred
to as "Declarant" or "Developer":

WITNESSETH:

Whereas, Declarant is the owner of certain real property in
Masonboro Township, New Hanover County, North Carolina, known as
Windward Oaks, Section 1, which is shown on the plat thereof
recorded in the Office of the Register of Deeds of New Hanover
County, North Carolina, in Map Book 33 Pages 61-62 to which plat
reference is hereby made for a more particular description (the
"Property").

Now, therefore, Declarant hereby declares that the Property
described above shall be held, sold and conveyed subject to the
following easements, restrictions, covenants, and conditions, which
are for the purpose of protecting the value and desirability of,
and which shall run with the land and be binding on all parties
having any right, title or interest in the described Property or
any part thereof, their heirs, successors and assigns, and shall
inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

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SECTION 1. Additional Property shall mean and refer to any
lands which are now owned or may be hereafter acquired or developed
by Declarant, in addition to the above described Property, and
annexed to and made a part of Windward Oaks Subdivision pursuant to
Article X hereof.

SECTION 2. Association shall mean and refer to Windward Oaks
HOA, Inc., a North Carolina non-profit corporation, its successors
and assigns, the owners association organized for the mutual
benefit and protection of the Property and any Additional Property
hereafter subjected to this Declaration.

SECTION 3. Assessments shall mean the Annual, Special,
Insurance, Ad Valorem and Working Capital Assessments defined in
Article VII hereof.

SECTION 4. Common Area(s) shall mean and refer to all real
property owned by the Association for the common use and enjoyment
of the Owners.



Laura Chalm

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SECTION 5. Declarant shall be used interchangeably with Developer (which designations shall include singular, plural, masculine and neuter as required by the context) and shall mean and refer to OLD SOUTH, INC., its successors and assigns, if such successors or assigns should acquire undeveloped property from the Declarant for the purpose of development.

SECTION 6. Declaration shall mean this instrument as it may be from time to time amended or supplemented.

SECTION 7. Lot(s) shall mean and refer to any numbered lot shown upon the plat of the Subdivision recorded in Map Book 33 Pages 171/183 of the New Hanover County Registry and any lots located within Additional Property annexed to Windward Oaks Subdivision pursuant to Article X hereof.

SECTION 8. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Property or any Additional Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 9. Property shall mean the real property shown on the plat recorded in Map Book 33 Pages 171/183 of the New Hanover County Registry.

SECTION 10. Member(s) shall mean and refer to every person or entity who has a Membership in the Association.

SECTION 11. Membership shall mean and refer to the rights, privileges, benefits, duties and obligations, which shall inure to the benefit of and burden each Member of the Association.

SECTION 12. Subdivision shall mean the Property plus any Additional Property hereafter annexed to and made a part of Windward Oaks Subdivision pursuant to Article X hereof.

ARTICLE II.

PROPERTY RIGHTS

SECTION 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to suspend the voting rights and privileges by an Owner for any period during which any Assessments against the Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations;

B. The right of the Association to mortgage or convey the Common Areas, or to dedicate or transfer all or part of the Common Areas, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective until approved by vote of at least two-thirds (2/3) of the Members, excluding the Developer, as indicated in an instrument executed by the Association and recorded in the New Hanover County Registry.

C. The right of the Association to impose regulations for the use and enjoyment of the Common Area, if any, and improvements thereon, which regulations may further restrict the use of the Common Area.

ARTICLE III.

EASEMENTS

SECTION 1. Perpetual, alienable easements as necessary in the Property, and Additional Property, and the Common Areas thereof are reserved to Declarant, its successors and assigns, for the installation and maintenance of underground utilities and drainage facilities.

SECTION 2. Declarant hereby reserves unto itself, its successors and assigns, perpetual, alienable easements over all streets and Common Areas within the Subdivision as necessary to provide access, ingress and egress, to any Additional Property, in the event the Declarant, its successors or assigns should acquire or develop Additional Property and annex the same to the Subdivision as provided in Article X hereof.

SECTION 3. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon all Lots and Common Area in the performance of their duties.

SECTION 4. In case of any emergency originating in or threatening any Lot or the Common Areas, regardless whether any Lot Owner is present at the time of such emergency, the Board of Directors or any other person authorized by it, shall have the right to enter any Lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot Owners, and such right of entry shall be immediate.

SECTION 5. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right, on, over and under the ground with men and equipment to erect, maintain, inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other

suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over each Lot and such other areas as are shown on the plat of the Property or any Additional Property recorded or to be recorded in the office of the Register of Deeds of New Hanover County; provided further, that the Declarant may cut drain ways for surface water whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or on any residential Lot now or subsequently designated for such use or to locate same upon any Lot with the permission of the owner of such Lot. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

SECTION 6. The Declarant reserves unto itself, its successors and assigns, the right to subject the Property and any Additional Property annexed to the Subdivision to a contract with Carolina Power and Light Company for the installation of street lighting, which contract requires a continuing monthly payment to Carolina Power and Light Company by each resident customer for street lighting service.

SECTION 7. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Property or any Additional Property, or any part or portion thereof, regardless of whether or not reference is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

ARTICLE IV.

UTILITIES

SECTION 1. Water Service. Water service for the Property and Additional Property shall be provided by a public or private utility company subject to the jurisdiction of the North Carolina Utilities Commission. No Owner may drill or otherwise construct a water well on any Lot, or use any other source of water supply for household use, except for irrigation purposes, except with the consent of the public utility which provides water service.

SECTION 2. Sewer Service. All Lots will be tied into the New Hanover County Sewer System. All sewer tap fees and monthly charges for sewer service will be the responsibility of each Owner.

ARTICLE V.

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Lot ownership.

SECTION 2. Each Member shall be entitled to one vote in the affairs of the Association for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE VI.

MANAGEMENT AND CONTROL

Management of the affairs of the Association shall be the right and responsibility of its Board of Directors in accordance with the Declaration and the By-Laws; PROVIDED, HOWEVER, that all of the powers and duties of the Board of Directors may be exercised by the Declarant until such time as 90% of the Lots within the Property or any Additional Property added to the Subdivision have been sold and conveyed by the Declarant to purchasers or until December 31, 2002, whichever occurs first. Management and control may be transferred to the Owners at any time but in all events, no later than 120 days after the happening of the earlier of the above events.

ARTICLE VII.

COVENANTS FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed for the Owner's Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association the following assessments (collectively the "Assessments"):

- A. Annual Assessments;
- B. Special Assessments for Capital Improvements;
- C. Insurance Assessments;
- D. Ad Valorem Tax Assessments; and

E. Working Capital Assessments.

The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the respective Lot against which the Assessments are made. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

SECTION 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and Additional Property and for the improvement and maintenance of all easements, utilities and the Common Areas. The funds arising from said assessments or charges, may be used for any or all of the following purposes: Maintenance and improvement of the Common Areas, streets, roads, drives, access easements, sidewalks, drainage and utility easements, landscaping and fencing, including roadways, landscaping and fencing located upon easements reserved over Lots adjacent to Masonboro Sound Road; enforcing this Declaration; paying taxes, insurance premiums, legal and accounting fees and governmental charges; disposing of garbage and rubbish; employing watchmen; establishing working capital; and in addition, doing any other things necessary or desirable in the opinion of the Association to keep the Property and Additional Property in neat and good order and to provide for the health, welfare and safety of Owners and residents of the Subdivision.

SECTION 3. Annual Assessments. Annual Assessments shall be in an amount to be fixed from year to year by the Board of Directors which may establish different rates from year to year as it may deem necessary for the purposes set forth in Section 2 above. The amount of the Annual Assessment against each Lot for any given year shall be fixed at least 30 days in advance of the Annual Assessment period; provided, however, that the first Annual Assessment shall be set prior to the conveyance of the first Lot to an Owner and written notice to the Owners to be subjected thereto shall be delivered to the Owners at or prior to the closing of their Lots. Written notice of each Annual Assessment thereafter shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro rata monthly installments. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Annual

Assessment may be increased each year not more than five percent (5%) above the Annual Assessment for the previous year without a vote of the Members, except as herein provided.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Annual Assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

C. The Board of Directors may increase the amount of the Annual Assessment to Nine Hundred Dollars (\$900.00) per Lot notwithstanding the provisions of subparagraphs A and B above, and thereafter the limitations set forth in said subparagraphs shall apply to any annual increase.

SECTION 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Insurance. The Board of Directors on behalf of the Association, as a common expense, shall at all times keep the Common Areas and other property of the Association, if any, insured against loss or damage by fire or other hazards and other such risks, including, but not limited to directors' liability and public liability insurance, upon such terms and for such amounts as may be reasonably necessary from time to time to protect such Property, which insurance shall be payable in case of loss to the Association for all Members. The Association shall have the sole authority to deal with the insurer in the settlement of claims. Such insurance shall be obtained without prejudice to the right of each Member to insure his personal property for his own benefit at his own expense. In no event shall the insurance coverage obtained by the Association be brought into contribution with insurance purchased by Members or their mortgagees.

SECTION 6. Insurance Assessments. All premiums on insurance policies purchased by the Board of Directors or its designee pursuant to Section 5 of this Article VII and any deductibles payable by the Association upon loss shall be a common expense, and the Association may in any assessment year levy against the Owners equally an "Insurance Assessment", in addition to the Annual Assessments provided for under Section 3 above, which shall be in an amount sufficient to pay the annual cost of all such insurance premiums not included as a component of the Annual Assessment.

such assessment shall not be subject to the 5% limitation set out in Section 3. A. and B. of this Article VII.

SECTION 7. Ad Valorem Tax Assessments. All ad valorem taxes levied against the Common Areas, if any, shall be a common expense, and the Association may in any assessment year levy against the Owners equally an "Ad Valorem Tax Assessment", in addition to the Annual Assessments provided for under Section 3 above, which shall be in an amount sufficient to pay such ad valorem taxes in such year not included as a component of the Annual Assessment. Such assessment shall not be subject to the 5% limitation set out in Section 3. A. and B. of this Article VII.

SECTION 8. Working Capital Assessments. At the time title to a Lot is conveyed to an Owner, the Owner shall contribute to the Association as a working capital reserve an amount at least equal to two months' estimated Annual Assessment. Such funds shall be used solely for initial operating and capital expenses of the Association such as pre-paid insurance, supplies, and furnishings, fixtures and equipment for the Common Areas, etc. Amounts paid into the working capital fund are not to be considered as advance payment of the Annual or any other assessments. Any working capital funds remaining at the end of the first full operating year shall be transferred to and become part of the general funds of the Association, in the discretion of the Board of Directors.

SECTION 9. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of each class of Membership shall constitute a quorum. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 10. Uniform Rate of Assessment. The Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 11. Commencement of Assessments. Assessments for each Lot shall commence upon the date of acceptance by an Owner of a deed from Declarant. Declarant shall not be required to pay Assessments. Declarant shall pay to the Association annually, in lieu of Assessments, the pro rata share of insurance premiums, utilities and ad valorem taxes on the Common Areas attributable to the number of Lots owned by Declarant, as the same become due.

SECTION 12. Effect Of Nonpayment of Assessments And Remedies Of The Association. Any Assessment or installment thereof not paid

within thirty (30) days after the due date shall bear interest from the due date of the highest rate allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. All unpaid installment payments of Assessments shall become immediately due and payable if an Owner fails to pay any installment within the time permitted.

SECTION 13. Subordination Of The Lien To Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII.

ARCHITECTURAL CONTROL/MAINTENANCE

SECTION 1. Developer's Rights. All duties and responsibilities conferred upon the Architectural Control Committee by this Declaration or the By-laws of the Association shall be exercised and performed by the Declarant or its designee, so long as Declarant shall own any Lot within the Property or any Additional Property annexed to the Subdivision pursuant to Article X hereof.

SECTION 2. Building and Site Improvements. No dwelling, wall or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change in or alteration therein (including painting or repainting of exterior surfaces) be made until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, or its designee, or, after the sale of all Lots by Declarant, by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event the Declarant, or its designee, or, if applicable, the Board, or the Architectural Control Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Refusal or approval of any such plans, location or specification may be based upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the

Declarant, the Board, or Architectural Control Committee shall be deemed sufficient. One copy of all plans and related data shall be furnished to the Declarant, the Board, or Architectural Control Committee, as the case may be, for its records. Neither the Declarant, the Board, nor the Architectural Control Committee shall be responsible for any structural or other defects in plans and specifications submitted to it or any structure erected according to such plans and specifications.

SECTION 3. Approval of Plans.

A. No house plans will be approved unless the proposed house shall have a minimum of 2,000 square feet of enclosed, heated dwelling area. The term "enclosed, heated dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling which is heated by a common heating system; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas.

B. Since the establishment of inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines shall be established by this Declaration. In order to assure, however, that the foregoing considerations are given maximum effect, the site and location of any house or dwelling or other structure upon any lot shall be controlled by and must be approved absolutely by the Declarant, the Board, or the Architectural Control Committee, as the case may be; provided, however, that no dwelling shall be constructed closer than 15 feet to an adjoining property line.

C. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder, due to strikes, fires, national emergency or natural calamities.

D. No structure shall be erected, altered, placed or permitted to remain on any lot, except one single family dwelling not to exceed two and a half stories in height, unless the Declarant, the Board, or the Architectural Control Committee, as the case may be, approves in writing a structure of more than two and one-half stories, and one or more small accessory buildings (which may include a detached private garage, or guest facilities) provided the use of such dwelling or accessory building does not in the opinion of the Declarant, the Board, or Architectural Control Committee overcrowd the site, and provided further, that such buildings are not used for any activity normally conducted as a business.

E. All service utilities, fuel tanks, clothes lines and wood piles are to be enclosed within a wall or plant screen of a type and size approved by the Declarant, the Board or the Architectural Control Committee, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision. All mail and newspaper boxes shall be uniform in design. Design for mail and newspaper boxes shall be furnished by Declarant. No fences shall at any time be placed or permitted to remain on any lot without approval of the Declarant, the Board, or the Architectural Control Committee.

F. Off street parking for not less than four (4) passenger automobiles must be provided on each Lot prior to the occupancy of any dwelling constructed on said Lot which parking areas and the driveways thereto shall be constructed of concrete, brick, asphalt, or turf stone, or any other material approved by Declarant, the Board or Architectural Control Committee.

SECTION 4. Maintenance By Association. The Association, at its expense, shall be responsible for maintaining, repairing and replacing the landscaping easement areas, fences of the Association located within fence easements, access easements over Lots adjacent to Masonboro Sound Road, and the storm water drainage system, including all drainage lines, pipes and ditches which are located on the Property or Additional Property, except those constructed by individual Lot Owners and located within individual Lots. The Association shall have the right to go onto the Lots at reasonable times for the purpose of maintaining, repairing and replacing all utility and drainage lines and pipes which might be located on such Lots; and each Owner hereby grants permission to the Association to enter his Lot for such purposes. In the event that maintenance, repair or replacement (other than such being caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance Policies) is caused through the willful, or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance, replacement, or repairs, shall be added to and become a part of the assessment to which such Owner's Lot is subject. The Association shall maintain all Common Areas, including roadways, plantings and shrubbery, or sidewalks, located thereon, and lighting fixtures and shall pay all costs of operation thereof including premiums associated with general liability insurance insuring the Association from liability arising from ownership and operation thereof.

ARTICLE IX.

USE RESTRICTIONS

SECTION 1. Land Use And Building Type. No Lot shall be used for any purpose except for residential purposes. All numbered Lots are restricted for construction of single family dwellings only. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article VIII of this Declaration relating to architectural control. Different and amended land use restrictions and architectural control guidelines may be established for Additional Property added to the Subdivision by Declarant; provided, however, that no Lot may be used for other than single family dwellings except pursuant to approval of the Members in accordance with Article X, Section 1. A. hereof.

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

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

SECTION 4. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot any time as a residence either temporarily or permanently without the written consent of the Association or its designee; provided, however, that this shall not prevent the Declarant, its designees or assigns from maintaining a construction trailer or office on any Lot or in the Common Area until the construction of dwellings on all Lots is completed.

SECTION 5. Recreational Vehicles. No boat, motor boat, camper, trailer, motor or mobile homes, or similar type vehicle, shall be permitted to remain on any Lot or on any street at any time, without the written consent of the Association or its designee.

SECTION 6. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free, are at all times kept properly leashed or under the control of their owner and do not become a nuisance to the neighborhood.

SECTION 7. TV Satellite Dishes and Outside Antennas. No TV satellite signal receiving dishes will be permitted on any Lot and no outside radio or television antennas shall be erected on any Lot or dwelling unit unless and until permission for the same has been granted by the Board of Directors of the Association or its Architectural Control Committee.

SECTION 8. Window Coverings. All drapes, curtains or other similar materials hung at windows, or in any manner as to be visible from the outside of any building erected upon any lot shall be of a white or neutral background material.

SECTION 9. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot shall be clear, white or non-frost lights or bulbs.

SECTION 10. Junk Vehicles and Tractor Trailers. No inoperable vehicle or vehicle without current registration and insurance, and no tractor-trailers will be permitted on any Lot, street, or Common Area. The Association shall have the right to have all such vehicles towed away at the owner's expense.

SECTION 11. Vehicle Repairs. No repairs to any vehicle may be made in driveways, only in garages and not visible from the street. No inoperable or immobile vehicle, whether or not containing current registrations, shall be permitted to remain in any driveway or on any street.

SECTION 12. Water and Sewer Service. Each Lot Owner will be required to pay for any sewer connections, impact fees or any other charges imposed by any entity furnishing water or sewer service to the Lots.

SECTION 13. Signs. No "For Sale" signs or any other signs shall be permitted on any Lot or in the Common Areas without permission of the Board of Directors, except that a sign conforming

to New Hanover County Sign Ordinance may be displayed by Declarant on any unsold Lot of Declarant.

SECTION 14. Alterations. No person shall undertake, cause, or allow any alteration of construction in or upon any portion of the Common Areas except at the direction or with the express written consent of the Association.

SECTION 15. Subdividing. No Lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Declarant during the period of Declarant control of the Association and thereafter by the Board. However, the Declarant hereby expressly reserves unto itself, its successors and assigns, the right to re-plat any two (2) or more Lots shown on the plat of any subdivision of the Property or Additional Property in order to create one or more modified Lots; to further subdivide tracts shown on any such subdivision plat into two or more Lots; to recombine one or more tracts or lots or a tract and Lots to create a larger tract; to eliminate from this Declaration Lots that are not otherwise buildable or are needed for access or are needed for use as private roads or access areas, and to take such steps as are reasonably necessary to make such re-platted Lots or tracts suitable and fit as a building site or access area or roadway, said steps to include, but not to be limited to the relocation of easements, walkways, and rights-of-way to conform to the new boundaries of the said re-platted Lots.

ARTICLE X.

ANNEXATION OF ADDITIONAL PROPERTY

SECTION 1. Declarant may annex to and make a part of the Subdivision any other real property which Declarant now owns or which Declarant may hereafter acquire or develop (the "Additional Property"), as follows:

A. Except as provided in subparagraph B. below, annexation of Additional Property to the Subdivision shall require the assent of two-thirds of the Members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting.

B. Additional Property may be annexed to the Subdivision without the assent of the Members so long as the Additional Property can be used only for single family dwellings and related facilities usually appurtenant to single family developments, recreational facilities, and Common Areas.

SECTION 2. Annexation of Additional Property shall occur upon the recording of a subdivision plat for the Additional Property in the Register of Deeds Office of New Hanover County. Upon recording

of such plat, the Additional Property shall become fully subject to the terms of this Declaration, except to the extent that pursuant to Article XI, Section 6.B. hereof, the Declarant, prior to the sale of the first lot from the Additional Property, amends the applicability of this Declaration to such Additional Property by the recording of an Amended Declaration in the Register of Deeds Office of New Hanover County.

ARTICLE XI.

GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Enforcement Of Storm Water Runoff Regulations. The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its storm water runoff regulations as the same may be amended from time to time. The Built Upon Area for Lots 1 and 2 shall not exceed 7,367 square feet and the Built Upon Area for every other lot shall not exceed 4,911 square feet, unless and until the State of North Carolina shall revise its storm water runoff regulations to permit a greater Built Upon Area for such lot. For purposes of this section, "Built Upon Area" shall mean that portion of each lot that is covered by impervious or partially impervious cover, including building, pavement, recreational facilities, etc., but not including decking.

SECTION 3. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 4. Lots Subject to Declaration. All present and future Owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such Owner, tenant or occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot, as though such provisions were made a part of each and every deed of

conveyance or lease, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

SECTION 5. Amendment of Declaration. Except as provided elsewhere herein, the covenants and restrictions of this Declaration may be amended only by an instrument duly recorded in the Office of the Register of Deeds of New Hanover County executed by the duly authorized officers of the Association upon the vote of not less than two-thirds (2/3) of the Lot Owners; provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. In no event may the Declaration be amended so as to deprive the Declarant of any rights herein granted or reserved unto Declarant.

SECTION 6. Amendments by the Declarant. The following amendments may be effected by the Declarant, or the Board, as the case may be, without consent of the Members:

A. Prior to the sale of the first Lot, this Declaration may be amended by the Declarant.

B. Declarant may amend this Declaration to the extent it applies to Additional Property annexed to the Subdivision pursuant to Article X, Section 1. herein.

C. The Declarant or the Board may amend this Declaration to correct any obvious error or inconsistency in drafting, typing or reproduction.

D. The Declarant, so long as it shall retain control of the Association, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or any Additional Property or to qualify the Property or any Additional Property or any lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of North Carolina, regarding purchase or sale of such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U. S. Department of Housing and Urban Development, the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such

corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion.

E. The Declarant, for so long as it shall retain control of the Association, and, thereafter, the Board of Directors, may amend this Declaration as shall be necessary, in this opinion, and without the consent of any Owner, to qualify the Association or the Property and Additional Property, or any portion thereof, for tax-exempt status.

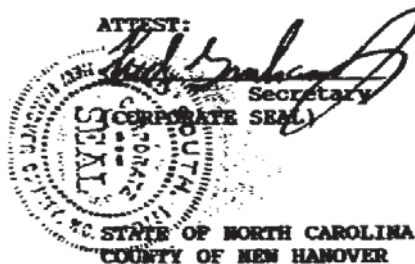
F. The Declarant for so long as it has control of the Board may amend this Declaration to include any platting change as permitted herein.

IN WITNESS WHEREOF, OLD SOUTH, INC., the Declarant herein, has caused this Declaration to be executed in its corporate name and its corporate seal affixed by its duly authorized officers this 5 day of October, 1992.

OLD SOUTH, INC.

By: Tony F. Tumw
President

ATTEST:



I, a Notary Public of the County and State aforesaid, certify that Frederick B. Graham, Jr., personally came before me this day and acknowledged that he is the Secretary of OLD SOUTH, 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 himself as its Secretary.

WITNESS my hand and official stamp or seal, this 5th day of October, 1992.

My commission expires: Sept 19, 1998



Notary Public

STATE OF NORTH CAROLINA
New Hanover County
The foregoing / Attached Certificate(s) of

Linda M. Dodson

Notary (Notarize) Public is/ are certified to be correct.

This the 11 day of Oct. 1993

My Seal Goes / Register of deeds
by [Signature]
Deputy / Notarize