

BOOK PAGE  
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STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF WINDWARD OAKS

This Amendment to Declaration of Covenants, Conditions and Restrictions, made the 6 day of March, 1997, by OLD SOUTH, INC., a North Carolina corporation, hereinafter referred to as "Declarant" or Developer;

WITNESSETH:

Whereas, a Declaration of Covenants, Conditions and Restrictions for Windward Oaks (the "Declaration") has been recorded in Book 1708 at Page 0462, New Hanover County Registry; and

Whereas, Declarant has amended the Declaration pursuant to amendments recorded in Book 1711 at Page 0906, Book 1756 at Page 108, and Book 1909, Page 782 of the New Hanover County Registry; and

Whereas, Article XI, Section 6.B. of the Declaration enables the Declarant to amend the Declaration to the extent it applies to Additional Property to be annexed to the Subdivision; and

Whereas, the Declarant has or is about to record a plat adding Section 3 to the Subdivision; and

Whereas, the Declarant desires to amend the Declaration to the extent it applies to said new Section 3 and other Additional Property which may be subsequently added to the Subdivision.

Now, therefore, Declarant amends Article VIII, Section 2 of the Declaration to read as follows:

000042

SECTION 2. Building and Site Improvements.

ARC  
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

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Hague Hill

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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 in any structure erected according to such plans and specifications. Each Owner shall at the Owner's sole cost and expense be responsible for all matters concerning construction of a dwelling upon the Owner's Lot, including but not limited to, erosion control, suitability of soils for the foundation of the dwelling, obtaining permits, and selecting architects and contractors.

Developer confirms that the Declaration, as previously amended and as hereby amended, shall remain in full force and effect. All capitalized terms used herein shall have the meaning defined in the Declaration.

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 as of the day and year first above written.

OLD SOUTH, INC.

By: Tony F. Turner  
President

ATTEST:

Alpina J. Sapp  
Asst. Secretary



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STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

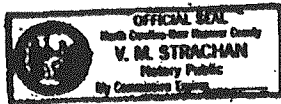
RECORDED AND VERIFIED  
MARY SUE OOTS  
REGISTER OF DEEDS

I, a Notary Public of the County and State aforesaid, certify that Despina T. Saffo, personally came before me this day and acknowledged that she is Assistant 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 herself as its Assistant Secretary.

WITNESS my hand and official stamp or seal, this 6 day of March, 1997.

V. M. Strachan  
Notary Public

My commission expires: 2-20-2001  
(SEAL)



oldsouthinc\newhanc\newhanc4.ord-vms

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing/ Annexed Certificate(s) of

V. M. Strachan

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

This the 6 day of March, 1997

Mary Sue Oots, Register of Deeds

by Jammy H. Ochs  
Deputy Assistant

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF WINDWARD OAKS

This Amendment to Declaration of Covenants, Conditions and Restrictions, made the 31 day of July, 1995, by OLD SOUTH, INC., a North Carolina corporation, hereinafter referred to as "Declarant" or Developer";

000250

WITNESSETH:

Whereas, a Declaration of Covenants, Conditions and Restrictions for Windward Oaks (the "Declaration") has been recorded in Book 1708 at Page 0462, New Hanover County Registry; and

Whereas, Declarant has amended the Declaration pursuant to amendments recorded in Book 1711 at Page 0906 and Book 1756 at Page 108 of the New Hanover County Registry; and

Whereas, Article XI, Section 6.B. of the Declaration enables the Declarant to amend the Declaration to the extent it applies to Additional Property to be annexed to the Subdivision; and

Whereas, the Declarant has or is about to record a plat adding Section 2 to the Subdivision; and

Whereas, the Declarant desires to hereby amend the Declaration to the extent it applies to said new Section 2 and other Additional Property which may be subsequently added to the Subdivision.

Now, therefore, Declarant hereby amends the Declaration as follows:

A. Article VIII, Section 3.A is amended to read as follows:

SECTION 3. Approval of Plans.

A. No house plans will be approved unless the proposed house shall have a minimum of 2,200 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. Article VIII, Section 4 is amended to read as follows:

SECTION 4. Maintenance By Association. The Association, at its expense, shall be responsible for maintaining, repairing and replacing the landscaping

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RECORDED AND VERIFIED  
MARY SUE OOTS  
REGISTER OF DEEDS  
NEW HANOVER CO. NC

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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 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. 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, or by construction activities undertaken by the Owner, his agents or contractors, 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.

C. The Declaration is further amended by adding Section 16 to Article IX, which shall read as follows:

SECTION 16. Landscaping. Prior to initial occupancy of the residence constructed on each Lot, the front yard area of such Lot must be sodded; provided, however, that any areas to be used as planting beds for trees and shrubs need not be sodded so long as such beds are planted prior to initial occupancy of the Lot.

D. Article XI, Section 2 of the Declaration is amended to read as follows:

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. Unless and until the State of North Carolina shall revise its storm water



runoff regulations to permit a greater Built Upon Area for Lots, the Built Upon Area for the Lots shall be as follows:

<u>Lot No.</u>	<u>Square Feet</u>
1	6,000
2	12,850
38 and 39	4,560
65 through 145	4,850
all other Lots	4,911

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.

Any Owner may in accordance with applicable governmental regulations borrow from another Owner any Built Upon Area which is not being utilized by the other Owner. Such transaction need not be approved by any Owners, other than those involved in the transaction, by the Declarant or by the Association.

Developer confirms that the Declaration, as previously amended and as hereby amended, shall remain in full force and effect.

All capitalized terms used herein shall have the meaning defined in the Declaration.

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 as of the day and year first above written.

OLD SOUTH, INC.

By: Henry F. Fiumi  
President

ATTEST:

And B. Gumbert  
Secretary



BOOK 1909 PAGE 785

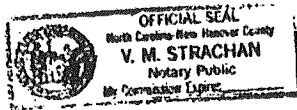
STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

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 31 day of July, 1995. V. M. Strachan

My commission expires: 2-20-96  
(SEAL)

Notary Public



STATE OF NORTH CAROLINA, New Hanover County  
The Foregoing Certificate(s) of V. M. STRACHAN,

NOTARY (NOTARIES) PUBLIC \_\_\_\_\_, (is) (are) certified to be correct.  
This 31 day of JULY, A. D., 19 95. MARY SUE OOTS, Register of Deeds  
By Jacqueline Nelson  
DEPUTY

10-2-  
1756 0108

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF WINDWARD OAKS

This Amendment to Declaration of Covenants, Conditions and Restrictions, made the 16 day of March, 1994, by OLD SOUTH, INC., a North Carolina corporation, hereinafter referred to as "Declarant" or Developer;

000031

W I T N E S S E T H:

Whereas, a Declaration of Covenants, Conditions and Restrictions for Windward Oaks (the "Declaration") has been recorded in Book 1708 at Page 0462, New Hanover County Registry; and

Whereas, Declarant has amended the Declaration pursuant to amendment recorded in Book 1711 at Page 0906 of the New Hanover County Registry; and

Whereas, Windward Oaks is currently comprised of two sections, Section 1 appearing on maps recorded in Map Book 33 at Pages 187 and 188 and Section 1B appearing on maps recorded in Map Book 33 at Pages 273 and 274 of the New Hanover County Registry; and

Whereas, the State of North Carolina, Department of Environment, Health and Natural Resources, has revised the storm water runoff regulations for Lots 1, 2 and 65 through 145, as evidenced by the letter from the State of North Carolina attached hereto as Exhibit A; and

Whereas, the revised storm water runoff regulations are different from those provided for the above-referenced lots in Article XI, Section 2 of the Declaration; and

Whereas, Article XI, Section 6.D. of the Declaration enables the Declarant to amend the Declaration to conform to the requirements to any law or governmental agency having legal jurisdiction over Windward Oaks.

Now, therefore, Declarant hereby amends Article XI, Section 2 of the Declaration to read as follows:

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. Unless and until the State of North Carolina shall revise its storm water runoff regulations to permit a greater Built Upon Area for Lots, the Built Upon Area for the Lots shall be as follows:

*Tricia Walker  
Hqwr-1111*



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Lot No.	Square Feet
1	6,000
2	12,850
65 through 145	4,850
all other Lots	4,911

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.

Developer confirms that the Declaration, as previously amended and as hereby amended, shall remain in full force and effect.

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 as of the day and year first above written.



OLD SOUTH, INC.

By: Tim F. Turner President

[Signature] Secretary

(SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF NEW HAMOVER

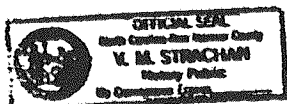
I, a Notary Public of the County and State aforesaid, certify that Frederick B. Graham, Jr., personally came before me this day and acknowledged that he is the Secretary of OLD SOUTH, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing 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 16 day of March, 1994.

V. M. Strachan

Notary Public

My commission expires: 2-20-96  
(SEAL)



STATE OF NORTH CAROLINA  
New Hamover County  
The foregoing Amended Certificate of

V. M. Strachan

Notary Public and are certified to be correct

This the 17 day of March 1994

[Signature]  
Deputy Notary



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State of North Carolina  
Department of Environment, Health, and Natural Resources

James B. Hunt, Jr., Governor  
Jonathan B. Howe, Secretary

Wilmington Regional Office  
DIVISION OF ENVIRONMENTAL MANAGEMENT  
WATER QUALITY SECTION

Rob Jamison  
Regional Manager

February 22, 1994

Mr. Terry P. Turner  
Old South, Inc.  
Post Office Box 4517  
Wilmington, North Carolina 28405

Subject: **REVISION TO CERTIFICATION**  
Windward Oaks Subdivision  
Stormwater Project No. 930818  
New Hanover County

Dear Mr. Turner:

The Wilmington Regional Office received a revised Stormwater submitted for Windward Oaks Subdivision on February 14, 1994. Based on our review of the revised project plans and information, we have determined that the revision complies with the Stormwater regulations set forth in Title 15A NCAC 2H.1003(a)(2). This Certification is a revision of the one issued on September 21, 1993. All conditions and terms of that previously issued Certification remain in effect except as herein provided:

1. Lot 1 is restricted to 6,000 square feet of built-upon area, Lot 2 is restricted to 12,850 square feet of built-upon area, and Lots 65-145 will be restricted to 4,850 square feet of built-upon area.

If you have any questions, please do not hesitate to call me at (910) 395-3908.

Sincerely,

*Linda Lewis*  
for:

Dave Adams  
Water Quality Supervisor

DALmt:  
cc:

S:\WQS\STORMWATCH\KTR\930818.FEB  
Mr. Ward Andrews, P.E.  
Mr. Sky Cuskie, New Hanover County Inspections  
Linda Lewis  
Bradley Bennett  
WQRO, Central Files

127 Central Drive Extension, Wilmington, N.C. 28405-2805 • Telephone 910-395-3900 • Fax 910-395-3904

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STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF WINDWARD OAKS

This Amendment to Declaration of Covenants, Conditions and Restrictions, made the 21<sup>st</sup> day of October, 1993, by OLD SOUTH, INC., a North Carolina corporation, hereinafter referred to as "Declarant" or Developer";

W I T N E S S E T H :

Whereas, a Declaration of Covenants, Conditions and Restrictions for Windward Oaks (the "Declaration") has been recorded in Book 1708 at Page 0462, New Hanover County Registry; and

Whereas, no Lots have been sold from Windward Oaks; and

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Whereas, Article XI, Section 6, provides that Declarant may amend the Declaration prior to the sale of the first Lot of Windward Oaks; and

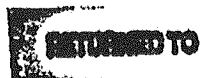
Whereas, the Declarant desires to amend Article VIII, Section 3, paragraph B, to provide that the minimum setback for dwellings shall be ten feet from adjoining property lines rather than 15 feet.

NOW, THEREFORE, Declarant hereby amends Article VIII, Section 3. B. of the Declaration to read as follows:

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 10 feet to an adjoining property line.

Developer confirms that the Declaration, as hereby amended, shall remain in full force and effect.

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 as of the day and year first above written.



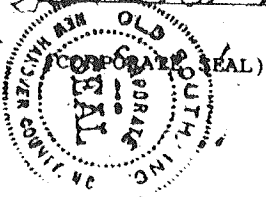
*Tricia Walker*  
*Hogue + Hill*

'93 OCT 21 PM 4 31

OLD SOUTH, INC.

By: *Tim F. Timm*  
President

ATTEST:

*Frederick B. Graham, Jr.*  
Secretary  


STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

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 21<sup>st</sup> day of Oct., 1993.

*V. M. Strachan*  
Notary Public

My commission expires: 2-20-96  
(SEAL)



STATE OF NORTH CAROLINA  
New Hanover County

The Foregoing / Annexed Certificate(s) of

*V. M. Strachan*

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

This the 21 day of Oct, 1993  
Mary Sue Qots, Register of deeds

by *26 13 182*  
Deputy/Assistant

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BOOK 1909 PAGE 782

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

Post-It® Fax Note 7671

Date	6-19-00	# of Pages	7
To	Ann Best		
From	Bill Cameron		
Co./Dept.	Co.		
Phone #	Phone #		
Fax #	256-3794		

COVENANTS, CONDITIONS AND  
RESTRICTIONS OF WINDWARD OAKS

This Amendment to Declaration of Covenants, Conditions and Restrictions, made the 31 day of July, 1995, by OLD SOUTH, INC., a North Carolina corporation, hereinafter referred to as "Declarant" or Developer";

000250

W I T N E S S E T H :

Whereas, a Declaration of Covenants, Conditions and Restrictions for Windward Oaks (the "Declaration") has been recorded in Book 1708 at Page 0462, New Hanover County Registry; and

Whereas, Declarant has amended the Declaration pursuant to amendments recorded in Book 1711 at Page 0906 and Book 1756 at Page 108 of the New Hanover County Registry; and

Whereas, Article XI, Section 6.B. of the Declaration enables the Declarant to amend the Declaration to the extent it applies to Additional Property to be annexed to the Subdivision; and

Whereas, the Declarant has or is about to record a plat adding Section 2 to the Subdivision; and

Whereas, the Declarant desires to hereby amend the Declaration to the extent it applies to said new Section 2 and other Additional Property which may be subsequently added to the Subdivision.

Now, therefore, Declarant hereby amends the Declaration as follows:

A. Article VIII, Section 3.A is amended to read as follows:

SECTION 3. Approval of Plans.

A. No house plans will be approved unless the proposed house shall have a minimum of 2,200 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. Article VIII, Section 4 is amended to read as follows:

SECTION 4. Maintenance By Association. The Association, at its expense, shall be responsible for maintaining, repairing and replacing the landscaping

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RECORDED AND VERIFIED  
MARY SUE OOTS  
REGISTER OF DEEDS  
NEW HANOVER CO. NC

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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 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. 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, or by construction activities undertaken by the Owner, his agents or contractors, 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.

C. The Declaration is further amended by adding Section 16 to Article IX, which shall read as follows:

SECTION 16. Landscaping. Prior to initial occupancy of the residence constructed on each Lot, the front yard area of such Lot must be sodded; provided, however, that any areas to be used as planting beds for trees and shrubs need not be sodded so long as such beds are planted prior to initial occupancy of the Lot.

D. Article XI, Section 2 of the Declaration is amended to read as follows:

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. Unless and until the State of North Carolina shall revise its storm water

runoff regulations to permit a greater Built Upon Area for Lots, the Built Upon Area for the Lots shall be as follows:

<u>Lot No.</u>	<u>Square Feet</u>
1	6,000
2	12,850
38 and 39	4,560
65 through 145	4,850
all other Lots	4,911

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.

Any Owner may in accordance with applicable governmental regulations borrow from another Owner any Built Upon Area which is not being utilized by the other Owner. Such transaction need not be approved by any Owners, other than those involved in the transaction, by the Declarant or by the Association.

Developer confirms that the Declaration, as previously amended and as hereby amended, shall remain in full force and effect.

All capitalized terms used herein shall have the meaning defined in the Declaration.

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 as of the day and year first above written.

OLD SOUTH, INC.

By: Thuy F. Tumm

President

ATTEST:

And B. Gumbert  
Secretary



BOOK 1909 PAGE 785

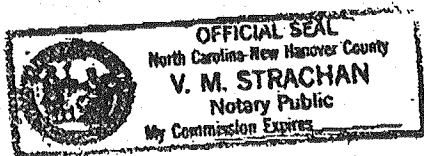
STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

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 31 day of July, 1995.

V. M. Strachan  
Notary Public

My commission expires: 2-20-96  
(SEAL)



STATE OF NORTH CAROLINA, New Hanover County  
The Foregoing Certificate(s) of V. M. STRACHAN,

NOTARY (NOTARIES) PUBLIC \_\_\_\_\_, (is) (are) certified to be correct.  
This 31 day of JULY, A. D., 19 95.  
By Mary Sue Oots, Register of Deeds  
DEPUTY

BOOK

PAGE

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STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS OF WINDWARD OAKS

This Amendment to Declaration of Covenants, Conditions and Restrictions, made the 6 day of March, 1997, by OLD SOUTH, INC., a North Carolina corporation, hereinafter referred to as "Declarant" or Developer";

WITNESSETH:

Whereas, a Declaration of Covenants, Conditions and Restrictions for Windward Oaks (the "Declaration") has been recorded in Book 1708 at Page 0462, New Hanover County Registry; and

Whereas, Declarant has amended the Declaration pursuant to amendments recorded in Book 1711 at Page 0906, Book 1756 at Page 108, and Book 1909, Page 782 of the New Hanover County Registry; and

Whereas, Article XI, Section 6.B. of the Declaration enables the Declarant to amend the Declaration to the extent it applies to Additional Property to be annexed to the Subdivision; and

Whereas, the Declarant has or is about to record a plat adding Section 3 to the Subdivision; and

Whereas, the Declarant desires to amend the Declaration to the extent it applies to said new Section 3 and other Additional Property which may be subsequently added to the Subdivision.

Now, therefore, Declarant amends Article VIII, Section 2 of the Declaration to read as follows:

000042

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

RETURNED TO

Hague & Hill

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 in any structure erected according to such plans and specifications. Each Owner shall at the Owner's sole cost and expense be responsible for all matters concerning construction of a dwelling upon the Owner's Lot, including but not limited to, erosion control, suitability of soils for the foundation of the dwelling, obtaining permits, and selecting architects and contractors.

Developer confirms that the Declaration, as previously amended and as hereby amended, shall remain in full force and effect. All capitalized terms used herein shall have the meaning defined in the Declaration.

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 as of the day and year first above written.

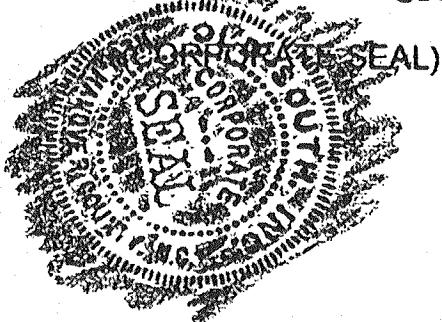
ATTEST:

Aspirina T. Sappo  
Asst. Secretary

OLD SOUTH, INC.

By: Tim F. Turner

President





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STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

RECORDED AND VERIFIED

MARY SUE OOTS

REGISTER OF DEEDS

NEW HANOVER CO. NC

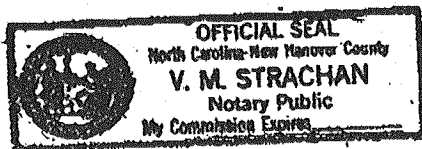
I, a Notary Public of the County and State aforesaid, certify that Despina T. Saffo, personally came before me this day and acknowledged that she is Assistant Secretary of OLD SOUTH, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its Assistant Secretary.

WITNESS my hand and official stamp or seal, this 6 day of March, 1997.

V. M. Strachan

Notary Public

My commission expires: 2-20-2001  
(SEAL)



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## STATE OF NORTH CAROLINA

New Hanover County

The Foregoing/ Annexed Certificate(s) of

V. M. Strachan

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

This the 6 day of Mar 19 97

Mary Sue Oots, Register of Deeds

by

Jammy H. Strachan

Deputy/Assistant