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

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

CEDAR RIDGE HOMEOWNERS ASSOCIATION INC

RESTRICTIVE COVENANT AGREEMENT

Restrictive Covenant Agreement, entered into by and between Cedar Ridge Association, North Carolina nonprofit corporation and ROBERT E. MARINE, JR., Owner, including All successors and assigns;

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WHEREAS, Owner is the owner of real property located within Cedar Ridge Homeowners Association with a legal description of Lot 154, Block _____, Cedar Ridge Patio Homes, Phases _____, New Hanover County, _____, Wilmington, NC 28405.

WHEREAS, the Property is subject to a recorded Declaration of Covenants and Restrictions recorded in the New Hanover County records at Book 1528, Page 0444, and all subsequent Amendments thereto, and; (Information is on your Deed).

WHEREAS, Owner desires to obtain authorization from the Association to make the following improvements on the Association's Common Area or on Owner's Lot for which the Association would be responsible pursuant to the Declaration of Covenants or Bylaws:

Build 14.9 x 14.9 Sunroom - Attach to existing structure
DRAWINGS ARE ATTACHED TO ARCHITECTURAL CHANGE APPLICATION

NOW THEREFORE, in consideration of the permission granted by the Association to install said improvements, Owner agrees as follows:

1. Owner shall be solely responsible for the maintenance and repair of said improvement, despite any provisions in Declaration of By-Laws to the contrary.
2. If owner fails to maintain such improvements, or comply with the Associations's demands regarding the same, the Association can repair or remove said improvements, at owner's expense including Attorney fees and court costs, which are not paid by the Owner, shall be a Lien on Owner's lot and be collectible in the same manner as provided for in Article V of the Declaration of Covenants.

Robert Marine
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- 3. Owner assumes all liability and risks associated with said improvements and agrees to indemnify and hold harmless the Association, its directors, officers, Agents and employees from any damages, claims, losses liabilities of any kind, arising out of or in any manner related to this Agreement or arising out of Owner's improvements on his Lot or the Association's Common Area.
- 4. The Agreement shall be interpreted in accordance with the laws of the State of North Carolina. Venue for any suits brought hereunder shall be the County of New Hanover, North Carolina.
- 5. The terms and conditions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.
- 6. This agreement shall be recorded with the Recorder of New Hanover County, North Carolina.

PLEASE READ THOROUGHLY AND ASK ANY QUESTIONS BEFORE SIGNING! YOUR SIGNATURE ACKNOWLEDGES YOU UNDERSTAND THE AGREEMENT, BELIEVE IT IS FAIR AND REASONABLE, AND AGREE TO ITS TERMS.

ASSOCIATION

BY: Robert Hooker
Pres. 1/18/99
Title Date

OWNER

Robert E. Marine Jr
1-18-99
Date

NORTH CAROLINA

New Hanover COUNTY
I, Mary H. Moore, a Notary Public for said County and State, do hereby certify that Robert Hooker, Pres. and Robert E. Marine Jr, owner personally appeared before me this day and acknowledged the due execution of the foregoing instrument for Cedar Ridge Homeowners Assoc.

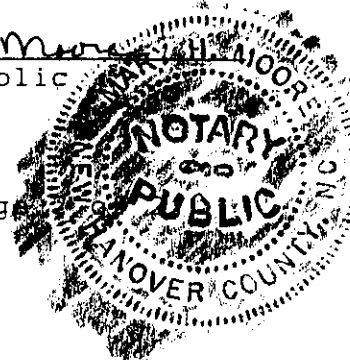
Witness my hand and official seal, this the 18th day of January year of 1999

(Official Seal)

Mary H. Moore
Notary Public

My commission expires Oct. 4, 1999

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

MARY H. MOORE

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

This the 20 day of Jan 1999

Mary Sue Oots, Register of Deeds

by Patricia Barnes
Deputy/Assistant