

Return to: Blanco Tackabery Combs & Matamoros, P.A., P.O. Box 25008,
Winston-Salem, NC 27114-5008
Prepared by: Ronald A. Matamoros, Esquire

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

'95 FEB 9 PM 2 03

STATE OF NORTH CAROLINA)
) **DECLARATION OF GENERAL**
) **PROTECTIVE COVENANTS,**
) **CONDITIONS AND RESTRICTIONS**
COUNTY OF NEW HANOVER) **OF DEMAREST LANDING**

KNOW ALL MEN BY THESE PRESENTS that this Declaration of Covenants, Conditions and Restrictions, made and entered into on this 18th day of January, 1995, by DEMAREST LANDING LIMITED LIABILITY COMPANY, a North Carolina limited liability company (hereinafter referred to as the "Developer").

WITNESSETH:

000076

WHEREAS, the property which will be the subject of this Declaration is property which is described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Developer is the owner of the real property described in Article One of this Declaration and desires to create thereon a residential neighborhood (hereinafter referred to as the "Neighborhood"), together with its private access roads, swimming pool, club house, tennis court and other common areas and facilities (hereinafter referred to as "Facilities") for the benefit of the Neighborhood; and

WHEREAS, Developer desires to subject the real property described in Article One to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is, and are, for the benefit of said real property and each owner thereof.

NOW, THEREFORE, Developer declares that the real property described in Article One is and shall be held, transferred, sold, conveyed and occupied subject to the terms and provisions of the covenants, conditions, restrictions, charges and liens (sometimes referred to herein as "covenants and restrictions" or "this Declaration") as hereinafter set forth.

ARTICLE ONE

Property Subject to This Declaration

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration (the "Property") is located in New Hanover County, North Carolina, and is more particularly described on Exhibit A attached hereto and made a part hereof.

Section 2. Additional Properties. The Developer reserves the right to add additional real property to the Neighborhood by the filing of Supplemental Declaration(s). Developer shall have the absolute right to add additional property to the Neighborhood and, except as provided for below, which shall to be subject to the terms and conditions of this Declaration, provided that, at no time, shall the number of single family residential lots in the Neighborhood, as modified, from time to time, exceed Seventy-five (75). Certain portions of the additional property which may be added to the Neighborhood consist of Lots upon which are located existing single family residences which are constructed in such a fashion as to be non-conforming to the terms and conditions of this Declaration. These existing single family residences, which are to be located on Lots 50, 51, 52 and 53, if added to the Neighborhood, shall be deemed non-conforming uses and shall be exempt from any provisions of this Declaration which are violated by the physical location or nature of construction of such single family residences. These non-conforming conditions may continue to exist during the period of time that said single family residences are owned by the parties who submitted the Lots to the Developer to be included in the Neighborhood. At such time as any such Lots are either sold or otherwise conveyed, the successor Owner(s) shall be obligated to modify the single family residence(s) in such a way as to comply with the terms and conditions of this Declaration. Further, to the extent that any such single family residence shall be destroyed by fire or other casualty, it shall be reconstructed in conformity with the terms and conditions of this Declaration.

ARTICLE TWO

Definitions

Section 1. Definitions. The following words, when used in this Declaration or any amended or supplemental declaration, (unless the context shall require otherwise) shall have the following meanings:

- (a) "Assessments" or "Common Charges" shall mean and refer to the assessments and charges levied against the Owners of Lots in The Property, as hereinafter defined, pursuant to Article Six of the Declaration; and the word "Assessments" shall be and mean the same thing as "Common Charges".
- (b) "Association" shall mean and refer to the Demarest Neighborhood Association, Inc.
- (c) "Board" shall mean and refer to the Board of Directors of Demarest Neighborhood Association, Inc.
- (d) "By-Laws" shall mean and refer to the By-Laws of the Association.
- (e) "Common Expenses" shall mean and refer to:
 - (1) Expenses of administration, maintenance, repair and replacement of the Common Properties and the Limited Common Properties;
 - (2) Expenses declared Common Expenses by the provisions of this Declaration or the By-Laws;

- (3) Expenses agreed upon as Common Expenses by the Association and lawfully assessed against Owners of Lots in accordance with the By-Laws or this Declaration; and
- (4) Any valid charge against the Association or against the Common Properties as a whole.
- (f) "Common Properties" and "Facilities" shall mean and refer to the (i) private access roads located within the Neighborhood; (ii) that portion of the Neighborhood to be known as "Demarest Club", containing, but not limited to, a club pavilion, dining patio, reflection pond with boardwalk (located on Lot 42), swimming pool, deck, utility/storage building, volleyball court (located on Lot 43), tennis court, gazebo, multi-purpose court and reflection pond with boardwalk (located on Lot 44); (iii) that portion of the Neighborhood to be known as "Demarest Point" consisting of a boardwalk access to a waterfront gazebo and Neighborhood dock; (iv) together with all other portions of the Neighborhood designated as "Common Property" or "Common Area" as shown on the plat of Demarest Landing recorded in Plat Book 34, Pages 117, New Hanover County Registry of Deeds and as such intended to be devoted to the use and enjoyment of the Owners of the Lots (the "Plat"). The Developer shall have the right to add additional Common Properties in conjunction with adding Additional Properties in accordance with Article One, Section 2, above.
- (g) "Developer" shall mean and refer to Demarest Landing Limited Liability Company and any person or entity who is specifically assigned all or a portion of the rights and interests of Developer hereunder.
- (h) "Living Area" shall mean and refer to those heated and/or air-conditioned areas within a Living Unit which shall not include garages, carports, porches, patios, storage areas, breezeways, terraces or unfinished basements.
- (i) "Living Unit", "dwelling" or "building" shall mean and refer to any building or portion of a building situated upon any Lot which is a part of The Property, designed and intended for use and occupancy as a residence by a single family.
- (j) "Lot" shall mean and refer to any plot of land within The Property shown upon any recorded or unrecorded plat of The Property or any portion thereof.
- (k) "Member" shall mean and refer to all those Owners who are members of the Association.
- (l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Property; but notwithstanding any applicable theory of any lien or mortgage law, shall not mean or refer to any mortgagee or trust beneficiary unless and until such mortgagee or trust beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE THREE

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of, and be enforceable by, the Association or any Owner, its and their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Notice to any one of the Owners, if title to a Lot is held by more than one, shall constitute notice to all Owners of such Lot.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by an appropriate civil proceeding against any person(s) violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or both; and failure by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

ARTICLE FOUR

Restrictions on Use
and Rights of the Owners

Section 1. Restriction on Use and Rights of the Owners.

- (a) Permissible Uses - No Lot shall be used except for residential purposes and no building of any type shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling, including a garage and any other appurtenances customary to a single-family dwelling along with such outbuildings provided that such outbuildings are of a permanent nature and are of an exterior design and material consistent with the single family dwellings. When construction of any building, structure, improvement or addition has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. No construction vehicles may be parked on any Lot or Common Area overnight. Further, no construction equipment, related trailers or other commercial equipment and

related materials may be located in driveways, streets or other Common Areas. No Living Unit shall be built which contains cement or cinder blocks which are visible from the outside of the Living Unit, nor may any outside, above-ground fuel storage be used.

- (b) Division of Lots - No Lot shall be further divided, except (i) any two Owners may divide a Lot between them if such Lot is adjacent to the Lots owned by each Owner and provided further that only one single-family dwelling may be constructed on the Lot as subdivided and combined and (ii) Developer may subdivide or replat any Lot or Lots.
- (c) Utilities and Easements - All utility lines of every type, including but not limited to water, electricity, telephone, gas, sewage and television cables, running from the main trunk line or service location to any Living Unit, must be located underground. Developer reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right on, over and under the ground to erect, maintain and use water, sewer, electric, gas, television cable and telephone systems, wires, cables and conduits for the purpose of bringing public and/or private services to The Property, for the installation of street lights and for surface and piped drainage as are shown on any recorded plat(s) of The Property; provided further that the Developer reserves such other easements for drainways for surface water wherever and whenever such action is required by applicable health or sanitation authorities in order to maintain reasonable standards of health, safety and appearance. In the event of any additions to The Property, as provided in Article One, by Developer or others with the consent of Developer, the easements created hereby shall exist on the Lots in such additions to The Property. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, take or add any soil, or to take any other similar action reasonably necessary to provide economical and safe utility or drainage installation or to maintain reasonable standards of health, safety or appearance.
- (d) Minimum Square Footage and Setback Lines - In no event shall any Living Unit contain less than:
- (1) 2,800 square feet of Living Area if the Living Unit has two or more floors; and
 - (2) 2,400 square feet of Living Area if the Living Unit has one floor.

No building shall be located on any Lot nearer to any street or lot line than as shown on the Plat. No building shall exceed thirty five feet (35') in height, except as permitted or required by applicable zoning regulations or any recorded plat of The Property. Measurements shall be made to the exterior walls. Developer may, in the exercise of reasonable judgment, waive any inadvertent violation of the provisions of this Subparagraph (d).

- (e) Temporary Structures - No structure of a temporary character shall be placed upon any portion of The Property at any time; provided however, this prohibition shall not apply to structures used by contractors during the construction of a Living Unit or improvements or additions thereto on any Lot, provided same are in full compliance with the Design Review Guidelines (as defined below). Temporary shelters, tents, recreational vehicles and trailers/mobile homes (whether attached or unattached to the realty) may not, at any time, be used as a temporary or permanent residence or permitted to remain on any portion of The Property.

- (f) Debris - No leaves, trash, garbage or similar debris shall be burned except as permitted by the appropriate governmental authority. No garbage, trash, construction debris or other unsightly or offensive materials shall be placed upon any portion of The Property, except that which is temporary and incidental to the bona fide improvement of any portion of The Property.
- (g) Antennas - Television antennas or satellite reception dishes may not be attached to or installed on the exterior portion of a Living Unit or on any portion of a Lot.
- (h) Unsightly Conditions - It is the responsibility of each Owner to prevent any unclear, unsightly or unkept conditions of the Living Unit on, or grounds of, a Lot of any Owner which shall tend to substantially decrease the beauty of The Property specifically and as a whole.
- (i) No Offensive Activity - No noxious or offensive activity shall be carried on upon any portion of The Property nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Owner, tenant or guest thereof in any portion of The Property.
- (j) Animals and Pets - Except as otherwise permitted herein or in any supplementary declaration hereto, no animal, plant, device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other Lots by any Owner, tenant or guest thereof, may be maintained. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Dogs, cats, other household pets may be kept, provided that they are not (i) kept, bred or maintained for any commercial purpose or (ii) permitted to become a nuisance to the neighborhood. Any such animal shall, at all times, be restrained or otherwise physically maintained within the confines of such Owner's Lot.
- (k) Discharge of Firearms - Hunting and trapping of wild animals, fowl and game and the discharge of firearms and/or bows and arrows within The Property is prohibited unless required for public safety.
- (l) Motorized Vehicles - All motorized vehicles operating within The Property must be properly muffled so as to eliminate noise which might be offensive to others. No "off-road" or unlicensed motor vehicles may be used or operated on or within The Property.
- (m) Signage - No sign of any kind shall be displayed to the public view on any Lot except those permitted by the Developer, the Review Committee or the Design Review Guidelines.
- (n) Access to Howe Creek - Except as specifically provided by the Review Committee, no Owner shall have the right to access Howe Creek from the Neighborhood for viewing or boating purposes except through the use of those specific Common Properties provided by the Association for that purpose.
- (o) Watershed Regulations - Pursuant to the provisions and restrictions imposed by the State of North Carolina and New Hanover County, Owners shall be limited, as set out below, in the amount of impervious surfaces which can be constructed or installed on any Lot. Except as provided below, all Lots shall be limited to Four Thousand Four Hundred Fifty (4,450)

square feet of impervious surface. Lots 1, 2, 3, 10, 11, 12, 13, 28, 29, 30, 31, 40 and 41 shall be limited to Four Thousand Two Hundred (4,200) square feet of impervious surface. The Lots of this Subdivision have been determined by the Division of Environmental Management of the Department of Environment, Health and Natural Resources of the State of North Carolina to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of State Wetland Rules adopted by the State of North Carolina in force at the time of the proposed alteration. It is the intent of these restrictive covenants to prevent additional wetland fill. Owners should not assume that a future application for fill will be approved. Any Owners shall report the Demarest Landing Subdivision in any application pertaining to said wetland rules. These restrictive covenants are intended to insure continued compliance with wetland rules adopted by the State of North Carolina and, therefore, benefits may be enforced by said State of North Carolina. These restrictive covenants shall run with the land and shall be binding upon all parties and all persons claiming under them.

Section 2. Design Review Procedure.

- (a) **Review Committee.** All plans and materials for every proposed dwelling in the Neighborhood shall comply with the Design Review Guidelines (as defined below) and shall be reviewed and approved by the Demarest Landing Architectural Review Committee (the "Review Committee") before construction can commence. The Developer shall act on behalf of the Review Committee until eighty percent (80%) of the Lots in the Property, as it may be expanded in accordance with Article One, Section 2, are sold, after which the members of the Review Committee shall be selected by the Board of Directors of the Association and shall serve at the discretion of the Association. The Review Committee shall, from time to time, institute design review guidelines to assist Owners in submitting dwelling plans for approval (the "Design Review Guidelines").
- (b) **Enforcement Rights.** The Developer and/or the Association shall have the right to enforce the provisions of this Article by the institution of such legal actions as they may deem appropriate to prohibit the construction or occupancy of dwellings which may be built or attempted to be built without obtaining the prior approval of the Review Committee.

Section 3. Right of First Refusal with Regard to Lots 23, 24 and 25. In order to promote the uniform and harmonious development of the Neighborhood, it is the intention of the Developer to sell Lots only to Owners who will build a residential structure thereon and not to sell to Owners who would hold such Lots for resale without improvement. Therefore, before the Owners of Lots 23, 24 or 25 may sell any such Lot in an unimproved state to any person, firm or corporation (other than a sale by or to the Developer or a foreclosure or sale pursuant to a Power of Sale in any Deed of Trust), within two (2) years from the date of recording of this Declaration, the Owner of such unimproved Lot must provide a right of first refusal to the Developer to purchase said Lot upon the same terms and conditions as the Owner has received from a third party. Said Owner shall notify the Developer, in writing, of its intention to do so and provide to the Developer the terms and conditions of said third party offer. The Developer shall have thirty (30) days from the date of actual receipt of such notice by Owner to elect to repurchase the Lot upon the same terms and conditions as the third party offer. If the Developer fails to accept or reject the third party offer, in writing, within thirty (30) days after receipt of same, or rejects such offer, in writing, then the Owner of the Lot shall have the right to sell the Lot to such third party; provided, however, that said

subsequent third party owner shall then become subject to the terms and conditions of Section 3 above. For purposes of this Section, the Lot shall be considered an "unimproved Lot" until the Owner has completed all site preparation and actually commenced construction of a dwelling thereon, it being expressly understood, however, that this provision shall not prevent an Owner from entering into a contract to construct and sell a residence on a then unimproved Lot. Developer's failure to exercise this option under this Section on any particular occasion shall not waive its right to do so on subsequent occasions.

ARTICLE FIVE

Rules and Regulations for the Neighborhood

Section 1. Property Owners Handbook. The Developer and the Association shall promulgate, from time to time, rules and regulations which shall be incorporated into a Property Owners Handbook (the "Rules and Regulations"). The ownership of Lots in the Neighborhood shall be subject to the terms and conditions of said Owners Handbook and the rules and regulations incorporated therein, as may be modified and amended from time to time by the Developer or the Association. The Developer shall submit the initial Property Owners Handbook which shall be provided to all Owners at the time they acquire ownership to any Lot. After the sale of eighty percent (80%) of the Lots in the Property, as it may be expanded in accordance with Article One, Section 2, to third parties, the terms and conditions of the Owners Handbook shall become the sole responsibility of the Association.

ARTICLE SIX

Covenant for Payment of Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. Developer, for each Lot owned by it within The Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be deemed to and does hereby covenant and agree to pay to the Association:

- (a) Quarterly assessments or charges as herein, or in the By-Laws, provided;
- (b) Special assessments for capital improvements, such quarterly or special assessments to be fixed, established and collected from time to time as herein or in the By-Laws provided; and
- (c) Any liquidated damages or summary charges imposed under authority contained in the By-Laws or in the Property Owners Handbook;

together with costs, fees and expenses (including reasonable attorney fees) incurred by the Association incidental to the enforcement of any Rules and Regulations, collection of assessments (both quarterly and special) or collection of damages or charges arising under the By-Laws. The quarterly and special assessments and any liquidated damages or summary charges as herein or in the By-Laws provided, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which

each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be for the purpose of promoting the health, enjoyment, safety and welfare of the residents of The Property and, in particular, for the improvement and maintenance of The Property and facilities located in and related to the use and enjoyment of the Common Properties and specifically the payment of the Common Expenses.

Section 3. Maximum Quarterly Assessment. The maximum quarterly assessment shall be established by the Board of Directors and may be increased by the Board without approval of the membership by an amount not to exceed the higher of ten percent (10%) of the maximum quarterly assessment of the previous year or the percentage increase shown in the U.S. Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners (All Items) or, if such index shall cease to be published, then the index most nearly comparable thereto. The maximum quarterly assessment may be increased without limit by a vote of two-thirds (2/3) of the votes of Members who are voting, in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the quarterly assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting, in person or by proxy, at a meeting (or by written consent to the action delivered to an officer of the Association at or prior to any such meeting) duly called for this purpose.

Section 5. Date of Commencement of Quarterly Assessments. The assessments for Members provided for herein shall be collected on a quarterly basis and shall commence September 1, 1995. Upon commencement of the quarterly assessments and until the Board determines otherwise, the amount of the quarterly assessments shall be Two Hundred Ten and no/100ths Dollars (\$210.00).

Section 6. Working Capital Fund. The Association shall maintain a Working Capital Fund. Upon the purchase of a Lot, the purchasing Member shall make a one-time contribution to the Working Capital Fund of Two Hundred Ten and no/100ths Dollars (\$210.00), the proceeds of which shall provide liquidity and working capital for the Association. Contributions to the Working Capital Fund shall be in addition to the quarterly assessments described above.

Section 7. Due Dates. At least thirty (30) days in advance of each annual meeting, the Board shall fix the amount of the quarterly assessment against each Class of members and send written notice of each assessment to every member subject thereto. The due dates shall be established by the Board.

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 specific Lot have been paid.

The due date of any special assessment under Section 5 hereof, or any assessments against any particular Lot(s) permitted by this Declaration, shall be fixed in the resolution authorizing such assessment.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted 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 Lot and any Living Unit thereon, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for any of the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

Section 9. Subordination of Lien to a Deed of Trust. The liens provided for herein shall be subordinate to the lien of any first deed of trust. Sale or transfer of any Lot shall not affect the assessment liability or lien provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any first deed of trust, pursuant to a foreclosure thereof, shall extinguish the lien of such assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first deed of trust.

Section 10. Quorum. The quorum required for any action authorized by Sections 3 and 4 of this Article shall be as follows: At the first meeting called, as provided in Sections 3 and 4 of this Article, the presence at meetings of Members or of proxies, entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called subject to the notice requirements set forth in the By-Laws, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such subsequent meeting shall be held within sixty (60) days following the preceding scheduled meeting.

Section 11. Duties of the Board of Directors. Commencing with the first quarterly assessment, the Board shall prepare a roster of Lots and assessments applicable thereto, which shall be kept in the office of the Association, or at any other place designated by the Board upon notice to the Members, and shall be open to inspection by any Owner. Written notice of an assessment thereupon shall be sent to every Owner subject thereto.

The Association shall, upon demand, furnish at any time to any Owner liable for said assessment, a certificate in writing, signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE SEVEN

Amendment of Declaration

Section 1. Amendment. This Declaration may be amended during the first ten (10) year period by Developer or its assigns. This Declaration may also be amended by a majority vote of

each class of Members. Any such amendment shall become effective the date of its recording in the New Hanover County Registry of Deeds.

ARTICLE EIGHT

Captions, Introductions and Gender

Section 1. Captions and Introductions. The captions and introductory material herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Declaration, nor the intent of any provision hereof.

Section 2. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter genders, and the use of the singular shall be deemed to refer to the plural, and the use of the plural shall be deemed to refer to the singular, wherever the context so requires.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions and Restrictions to be executed and sealed by all of its general partners, as of the day and year first above written.

DEMAREST LANDING LIMITED LIABILITY COMPANY

BY:  (SEAL)
Scott D. Stewart, Member

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

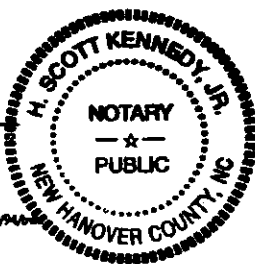
I, a Notary Public of the County and State aforesaid, certify that SCOTT D. STEWART, acting as a Member of DEMAREST LANDING LIMITED LIABILITY COMPANY, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said partnership.

WITNESS my hand and notarial seal or stamps, this the 18th day of January, 1995.

My commission expires:


March 19, 1997

(Notarial Seal/Stamp)



C:\BETH\STEWART\DEMAREST.C06 11/30/94

-11-


Notary Public

STATE OF NORTH CAROLINA
New Hanover County

The Foregoing/ Annexed Certificate(s) of
H. SCOTT KENNEDY, JR., a

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

This the 9th day of February 19 95
Mary Sue Oots, Register of deeds


by 
Deputy/ Assistant

EXHIBIT A

All that tract or parcel of land lying and being in New Hanover County, North Carolina, and being more particularly described as follows:

Demarest Landing Subdivision as shown on the Plat recorded in Plat Book 34, Pages 275 - 277, New Hanover County Registry of Deeds, reference to which Plat is hereby made for a more particular description.

Demarest Landing
Stormwater Project No. SW8 941208

BOOK 1853 PAGE 271

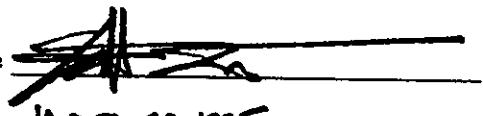
Engineer/Designer/Owner Certification

I, SCOTT D STEWART, having been authorized to observe
(periodically/weekly/full time) the construction of the project,

DEMAREST LANDING, MIDDLE SANDHOG, WILMINGTON (Project)

hereby state that, to the best of my abilities, due care and diligence was used in the observation of the construction of the stormwater control system for this project such that the construction was observed to be built within substantial compliance and intent of the plans and specifications approved by the NCDWM Water Quality Section. The layout of the impervious surfaces and the road details, as constructed, conform with the layout and road details shown on the approved plans. A copy of the recorded Deed Restrictions is attached as required and further confirms that the project, as constructed, does meet the requirements of the North Carolina Stormwater Rules.

Signature



Date

JANUARY 24, 1996

NO.	DATE	DESCRIPTION	AMOUNT	BALANCE
1	10/1/00	...	...	...
2	10/1/00	...	...	...
3	10/1/00	...	...	...
4	10/1/00	...	...	...
5	10/1/00	...	...	...
6	10/1/00	...	...	...
7	10/1/00	...	...	...
8	10/1/00	...	...	...
9	10/1/00	...	...	...
10	10/1/00	...	...	...



CERTIFICATE OF APPROVAL
 AND RECORDS COUNTY PLANNING DEPT.
 DATE: 10/1/00
 BY: [Signature]

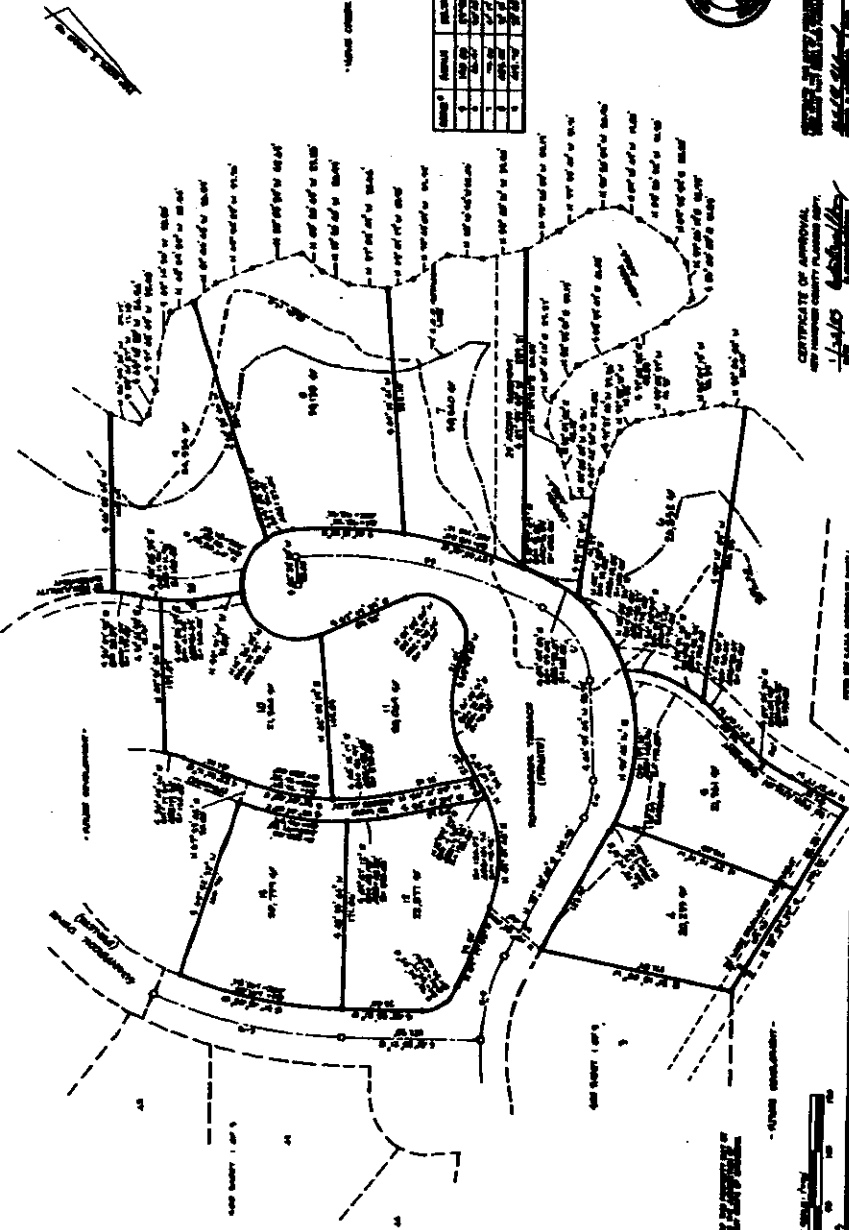
STATE OF FLORIDA
 COUNTY OF [Name]
 [Signature]

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS
 DATE: 10/1/00
 BY: [Signature]

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS
 DATE: 10/1/00
 BY: [Signature]

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS
 DATE: 10/1/00
 BY: [Signature]

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS
 DATE: 10/1/00
 BY: [Signature]



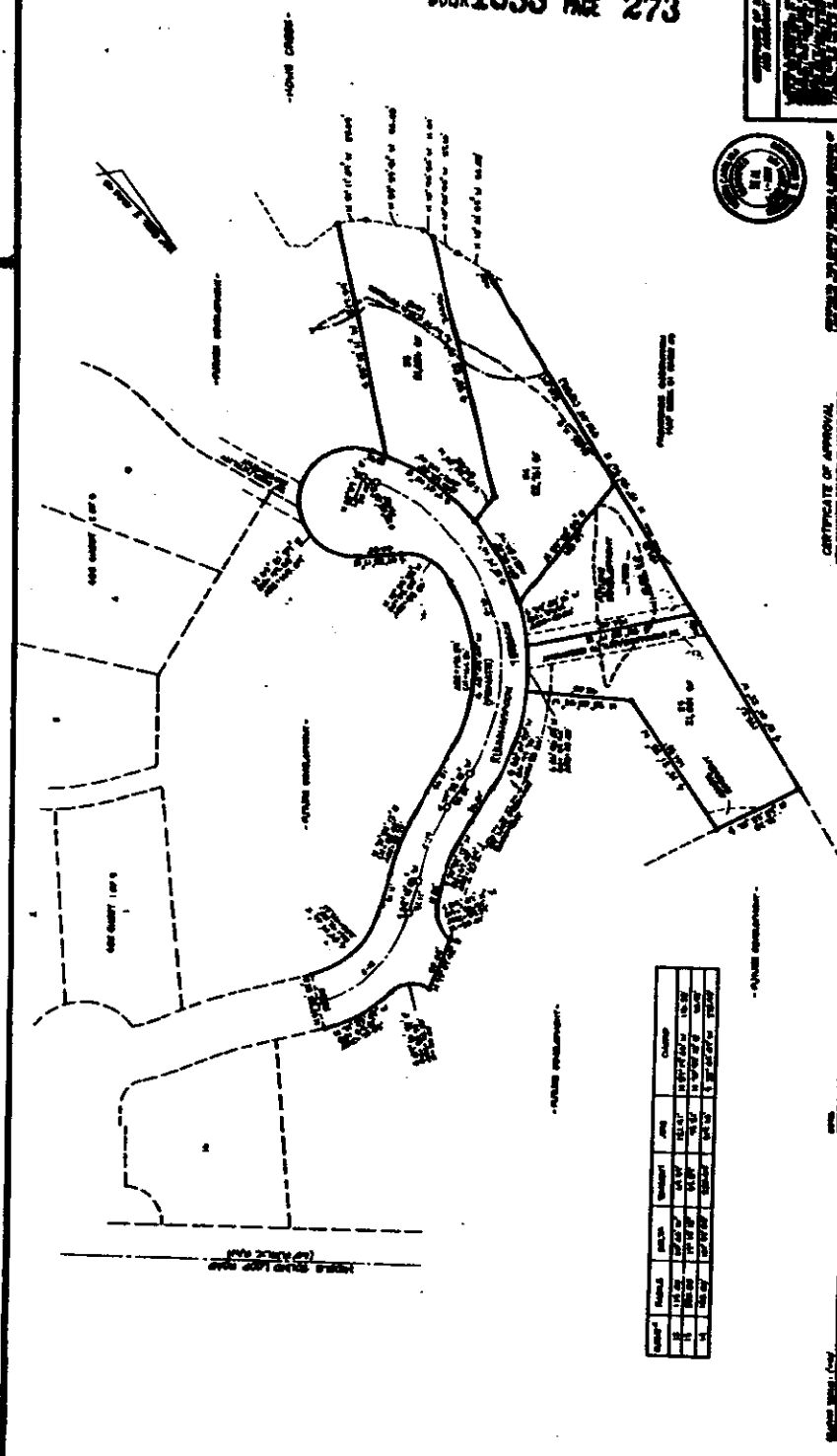
SCALE: 1" = 100'
 SHEET 1 OF 2
 MAP FILE NO. [Number]

DEMAREST LANDING
 PHASE I

PROPERTY OWNERS: [Name]
 COUNTY: [Name]

OWNER: [Name]

NO.	DATE	DESCRIPTION	AMOUNT	BALANCE
1	10/1/00	...	...	...
2	10/1/00	...	...	...
3	10/1/00	...	...	...
4	10/1/00	...	...	...
5	10/1/00	...	...	...
6	10/1/00	...	...	...
7	10/1/00	...	...	...
8	10/1/00	...	...	...
9	10/1/00	...	...	...
10	10/1/00	...	...	...



Lot #	Area	Volume	Area	Volume
1	10.00	10.00	10.00	10.00
2	10.00	10.00	10.00	10.00
3	10.00	10.00	10.00	10.00
4	10.00	10.00	10.00	10.00
5	10.00	10.00	10.00	10.00
6	10.00	10.00	10.00	10.00
7	10.00	10.00	10.00	10.00
8	10.00	10.00	10.00	10.00
9	10.00	10.00	10.00	10.00
10	10.00	10.00	10.00	10.00



OFFICIAL OF APPROVAL
 COUNTY ENGINEER
 COUNTY OF BERGEN
 COUNTY ENGINEER

OFFICIAL OF APPROVAL
 COUNTY ENGINEER
 COUNTY OF BERGEN
 COUNTY ENGINEER

DEMAREST LANDING
 PHASE I
 PROPERTY TRACTS IN THE COUNTY OF BERGEN
 COUNTY OF BERGEN
 COUNTY ENGINEER

APPROVED FOR THE BOARD OF SUPERVISORS
 COUNTY OF BERGEN
 COUNTY ENGINEER

APPROVED FOR THE BOARD OF SUPERVISORS
 COUNTY OF BERGEN
 COUNTY ENGINEER



APPROVED FOR THE BOARD OF SUPERVISORS
 COUNTY OF BERGEN
 COUNTY ENGINEER

N/A

APPROVED FOR THE BOARD OF SUPERVISORS
 COUNTY OF BERGEN
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