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DECLARATION

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OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

JOSHUA'S LANDING SUBDIVISION

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Developer:

Joshua's Landing, LLC
P. O. Box 631
Wrightsville Beach
North Carolina 28480

RETURNED TO

Document Prepared By:

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STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
JOSHUA'S LANDING SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT JOSHUA'S LANDING, LLC, a North Carolina LLC, is the owner and developer of certain real property known as, or to be known as JOSHUA'S LANDING SUBDIVISION, which said real property is located in Harnett Township, New Hanover County, North Carolina. The said real property is more fully described in that certain deed to Joshua's Landing, LLC recorded January 10, 1996, in Book 1974 at Pages 813 and 817 of the New Hanover County Registry, North Carolina and in that certain map titled JOSHUA'S LANDING SUBDIVISION recorded in Map Book 36 at Page 87 in the Office of the Register of Deeds of New Hanover County. Joshua's Landing, LLC has established a general plan for improvement and development of said real property and Joshua's Landing, LLC, in connection with its general plan for the improvement and development of said real property, desires to establish and place certain covenants, conditions, reservations and restrictions upon which and subject to which all portions and parts of the said real property, including the residential lots located therein, shall be held, improved, sold or conveyed by it as owner thereof and upon the use and occupancy of said residential lots, or portions thereof, which may be sold by the owner from time to time in any part of said subdivision. Now, therefore, Joshua's Landing, LLC, by this Declaration, does hereby place upon said real property and all lots sold by it in said subdivision after this date the following covenants, conditions, reservations and restrictions:

DEFINITIONS: As used in this Declaration of Covenants, Conditions and Restrictions, the following terms shall mean:

(a) "Joshua's Landing, LLC", hereinafter sometimes referred to as "Developer", means (i) the Developer, and (ii) the Developer's successors and assigns.

(b) "Property" generally means the real property owned by the Developer in New Hanover County, North Carolina, which is more fully described in that deed to the Developer recorded January 10, 1996, and recorded in Book 1974 at Page 813 and 817 of the New Hanover County Registry, all as shown on that certain map titled "JOSHUA'S LANDING SUBDIVISION" recorded in Map Book _____ at Page _____ of the New Hanover County Registry, together with any additional real property which may hereafter be made subject to these restrictions, as the same may be amended from time to time, and be made subject to the jurisdiction of the Joshua's Landing Property Owner's Association, Inc.

(c) "Lot" or "lots" shall mean those portions of the real property specifically allocated, platted and/or recorded as lots for sale and/or use as single family residences on any recorded map or maps of JOSHUA'S LANDING SUBDIVISION.

(d) "Association" shall mean the Joshua's Landing Property Owner's Association, Inc., its successors and assigns.

(e) "Subdivision" shall mean the real property hereinabove referred to under (b) which is being developed as JOSHUA'S LANDING SUBDIVISION.

(f) "Restrictions" shall mean the covenants, conditions, reservations and restrictions set forth in this Declaration of Covenants, Conditions and Restrictions and all subsequent amendments hereto which are duly recorded in the New Hanover County Registry.

(g) "Owner" shall refer to the purchaser of a lot or lots in the JOSHUA'S LANDING SUBDIVISION.

(h) "Residence" and/or "dwelling" shall mean a single family residence.

(i) "Architectural Review Committee" shall mean and refer to a committee of three lot owners appointed by the Board of Directors of the Association which such committee shall be responsible for the review and approval of all plans and specifications for the construction of residential dwellings on lots. The committee may consist of the Directors constituting the Board of Directors of the Association.

(j) "Declaration" means this Declaration of Covenants, Conditions and Restrictions and all subsequent amendments hereto which are duly recorded in the New Hanover County Registry.

1. **APPLICABILITY:** These restrictions shall apply to all residential lots sold by the Developer after the date hereof, and, as applicable or required herein, to any common areas located in said real property.

2. **PROPERTY OWNER'S ASSOCIATION:** In addition to, and not in limitation of, any powers granted to the Association in its charter or by-laws, the Association shall have the right and the responsibility for maintaining roads, canals, bulkheads, piers, docks, traffic control, utility locations, all common areas and common community services and general planting within roadway areas and common areas located within the said JOSHUA'S LANDING SUBDIVISION and shall have all powers necessary to enforce the conditions, covenants, restrictions and reservations set forth in this Declaration. Each and every lot owner, in accepting a deed or contract for purchase for any lot in the said Subdivision, agrees to become and shall be, so long as such person owns a lot, a member of the Association and agrees to abide by and be subject to all of the terms of this Declaration and the charter, by-laws and rules and regulations of the Association.

3. **RESIDENTIAL USE:** All lots, and each and every one, are to be used for single family residential purposes only and shall not be used for other than residential use. No building or structure other than one single family residence shall be erected or placed on any lot; provided, however, guest quarters, if approved by the Association, in its sole discretion, may be constructed on a lot as part of or appurtenant to a permanent single family residence. No structure of a temporary nature, trailer, tent, shack, barn or other similar structure shall be permitted on any lot either temporarily or permanently at any time; provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences

or be permitted to remain on the lot after completion of construction of the main dwelling. No structure on any lot other than a fully completed residence shall be occupied.

4. DIVISION OF LOTS: (a) No lot shall be subdivided or its boundary lines changed except with the prior written consent of the Developer.

(b) One lot, as shown on the plat of Joshua's Landing, shall be the minimum building area upon which a single family residence may be constructed. One or more lots may be utilized as a single building plot.

5. BUILDING AND SITE IMPROVEMENTS: (a) No building, fence, wall, or other structure shall be erected, placed or altered on any residential lot, nor shall the grade or elevation or physical characteristics, of any such lot, or portion thereof, be altered in any way whatsoever, until the proposed building plans, specifications, exterior colors and finishes, site, landscaping and grading plans (showing the proposed location of such building or structure, drives, parking areas, landscaping and proposed alterations to the grade, elevation or physical characteristics of the site), and construction schedule shall have been approved in writing by the Association. Refusal of approval of any such plans, location or specifications may be based by the Association upon any ground, including environmental considerations, that in the sole and uncontrolled discretion of the Association shall seem sufficient. Without the prior written consent of the Association, no changes or deviations in or from such plans or specifications as approved shall be made. No alterations in the exterior appearance of any building or structure, or in the grade, elevation, or physical characteristics of any lot shall be made without like approval by the Association. One (1) copy of all plans and related data shall be furnished the Association for its records. The Association shall not be responsible for any structural or other defects in plans or specifications submitted to it or in any structure erected according to such plans and specifications. The property is required to comply with the provisions of the Stormwater Permit Regulations of Permit No. SW 8960323 dated May 22, 1996 issued by the State of North Carolina Department of Environmental Health and Natural Resources (DEHNR). The following items apply to site improvements:

a. "The allowable built-upon area per lot is 3,252 square feet, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, but not including wood decking."

b. "Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons."

c. "The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the State."

6. APPROVAL OF PLANS: (a) No house plans will be approved unless the proposed dwelling has the minimum required square footage of enclosed dwelling area and meets the other requirements of the Association. The Association in reviewing plans and specifications for any proposed dwelling, shall act through its duly appointed Architectural Review Committee.

7. RESIDENCES: (a) The minimum square footage of the main dwelling shall be two thousand two hundred (2,200) square feet of heated floor space, exclusive of garage, covered walks and porches.

(b) The maximum square footage of the main dwelling shall be four thousand (4,000) square feet of heated floor space exclusive of garage, covered walks and porches, unless otherwise approved by the Association.

(c) The main entrance to the living area of the dwelling shall be constructed within the main body of the house.

(d) Entrance lights and yard lighting shall be small wattage low level ground lighting. High intensity flood lighting from poles or dwellings is not permitted unless specifically approved in writing by the Architectural Review Committee.

(e) The height of any building shall be approved by the Association in its sole discretion.

(f) Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Association.

(g) Each lot owner shall provide space for parking three automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Association.

(h) No trees, bushes, shrubs, or other vegetation whatever, may be removed, planted or installed from or on any lot without prior written approval of the Association, based upon a site plan, landscaping plan or planting plan submitted to the Association.

(i) No accessory buildings (which may include a detached private garage, cabana, servant's quarters or guest facilities) shall be constructed without the prior written consent of the Association. No such structures shall be allowed unless (a) such conform with the style of the primary residence, (b) such do not, in the opinion of the Association, overcrowd the site, and (c) such accessory buildings are not used for any activity normally conducted as a business.

(j) All lots shall be used for residential purposes exclusively.

(k) No trailer, tent or other structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

(l) Residential heating fuel tanks or similar storage receptacles must be buried underground.

(m) The exterior styles of dwelling shall be approved by the Architectural Review Committee.

(n) Exterior siding materials shall be brick, natural wood siding using semi-transparent stain or weathering stain, hard-coat stucco, cedar shakes or such other materials as may be approved by the Architectural Review Committee. Colors that contrast with the surroundings and neighboring houses are to be avoided. Roof materials and shingle color range shall be as specifically approved by the Architectural Review Committee.

(o) Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the water, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, the Association reserves the right to control and approve absolutely the site and locations of any house or dwelling or other structure upon any lot.

Sites will be approved on the basis of a plan to maximize the views of Hewletts Creek to the maximum extent possible by the Architectural Review Committee. Provided, further, that all lots have been developed in accordance with "R-20 Performance Development" standards adopted by and in force in New Hanover County. Each lot is subject to and each owner shall comply with all applicable setback requirements and other provisions of said New Hanover County zoning ordinance.

(p) Any clotheslines or drying yards on any lot shall be located so as not to be visible from any street or common area or from Hewlett's Creek.

(q) No exterior radio and/or television antenna, aerials, or satellite receiving dish shall be permitted on any lot without the prior written consent of the Association, except that one (1) satellite receiving dish not exceeding twenty (20) inches in diameter is permitted on each lot without such consent.

(r) All electric, telephone, and other utility service lines on any lot or common area shall be installed beneath the surface of the ground.

8. MAINTENANCE: (a) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

(b) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

9. GARAGES: No garage shall be placed, erected or maintained upon any part of any lot except for use in connection with a residence already constructed or under construction at the time that such garage is placed or erected upon the lot. Garages shall be for the use only of the occupants of the residence to which they are appurtenant. Detached garages are discouraged but will be considered on a case by case basis by the Association.

10. PARKING AND DRIVEWAY: Each lot owner shall provide space for parking three (3) automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Association. There shall not be located on any lot any more than one (1) driveway which shall not exceed sixteen (16) feet in width. All parking areas shall be screened from view in a manner acceptable to and approved by the Association. All parking areas and driveways must be paved. In accordance with the DEHNR Stormwater Permit, these paved areas are a part of the 3252 square-foot built upon areas and should be kept to a minimum.

11. NATIVE GROWTH: The native growth of such lots, such as trees, bushes, shrubs, or other vegetation whatever, shall not be permitted to be destroyed, removed, installed or planted from or on any lot without prior written approval of the Association, based upon a site

plan, landscaping plan or planting plan submitted to the Association. In the event such growth is destroyed, removed, installed or planted, except as stated above, the Association may require the removal, replanting or replacement of same, the cost thereof to be borne by the lot owner.

12. **CONSTRUCTION COMPLETION:** When the construction of any residence is once begun, work thereon must be prosecuted diligently and must be fully completed within eight (8) months of the date that 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.

13. **ASSESSMENTS:** The Association shall, in addition to all other powers granted to it herein and in its charter and by-laws, have the power and authority to levy and collect assessments (regular and special) from each lot owner as follows:

(a) The owner of each residential lot shall, by the acceptance of a deed or other conveyance for such lot, be deemed to covenant and agree and be obligated to pay the Association: (i) annual assessments, dues or charges, and (ii) special assessments for unexpected or unbudgeted expenses, capital improvements and other monetary obligations incurred by the Association in performing its duties and obligations.

(b) The owner of each lot which has a boat slip appurtenant thereto shall, by the acceptance of a deed or other conveyance or transfer for such boat slip, be deemed to covenant and agree and be obligated to pay the Association: (i) annual assessments, dues or charges, and (ii) special assessments for unexpected or unbudgeted expenses, capital improvements and other monetary obligations incurred by the Association in performing its duties and obligations.

(c) The annual assessments shall be due and payable on January 1 of the year for which they are assessed or may be payable in installments due monthly, quarterly or annually as determined in the sole discretion of the Association.

(d) Any special assessments shall be due and payable as determined in the sole discretion of the Association.

(e) All assessments or charges related to lot shall be fixed, established, levied and collected on a uniform basis for each lot. All assessments or charges relating to boat slips shall be fixed, established, levied and collected from each owner whose lot has a boat slip appurtenant thereto based upon such owner's percentage of the total assessments or charges levied which relate to the docks, piers, bulkheads, canal and other items connected with the said boat slips determined by dividing the total number of owners into the total assessment or charge. For the purpose of this paragraph the term owner shall include each lot owner having a boat slip.

(f) Each annual and/or special assessments, when due, shall become a lien against the lot or boat slip against which such assessments are made and shall continue as lien against such lot or boat slip and shall be deemed to run with the land until such time as collected by the Association or paid in full.

(g) The funds arising from said assessments or charges may be used for any or all of the following purposes: maintaining, operating, improving and replacing common areas, and the facilities and improvements located thereon, bulkheads, canals, piers, docks, signage and landscaping; protection of property; collecting and disposing of garbage, ashes, rubbish and the like; maintenance, improvement and lighting of the streets, roads, drives, rights of way, community land and facilities; employing watchmen; enforcing these restrictions; paying taxes,

insurance premiums, legal and accounting fees, governmental charges of all kinds and descriptions, other indebtedness of the Association, and in addition, doing any other things necessary or desirable, in the opinion of the Association, to keep the property in neat and good order and to provide for the health, welfare and safety of owners and residents of JOSHUA'S LANDING SUBDIVISION.

(h) Upon the failure of the owner of the lot to pay any such assessment or charge, additional assessment, or installment thereof when due, including all assessments relating to lots and those relating to boat slips, the Association shall have the right to collect the amount thereof by an action at law against the owners as for a debt, and may bring and maintain such other suits and proceedings at law or at equity as may be available. The Association may also file a claim of lien against the lot and/or boat slip of such owner and shall have the right to foreclose said lien in the same manner as provided for foreclosure of mortgages and deeds of trust under the North Carolina General Statutes. In the event of any such suit or foreclosure, the Association shall have the right to recover from the owner all accrued interest, reasonable legal fees, and costs and expenses. Such rights and powers shall be deemed to run with the land and the successive owners of each lot, by the acceptance of deeds therefor, shall be deemed personally to assume and agree to pay all unpaid assessments or charges or additional assessments which have been previously levied against the property, and all assessments or charges or additional assessments as shall become a lien thereon during their ownership. Unpaid assessments or charges, additional assessments, or installments thereof, shall bear interest at the rate of one and one-half (1-1/2%) percent per month, or at the maximum legal rate, whichever is less, from the due date thereof, until paid. Annual assessments shall be delinquent February 1 and special assessments shall become delinquent on the date established by the Association. Any such delinquent annual and/or special assessments, together with accrued interest, shall become a lien against the lot.

(i) The monies collected by virtue of the assessments or charges or additional assessments, or the lien provided by this section, shall be paid to the Association to be used in such a manner and to the extent as the Association may determine, in accordance with the preceding paragraphs hereof, for the benefit of the residents of JOSHUA'S LANDING SUBDIVISION. The judgment of the Association in the making of assessments or charges or additional assessments and the expenditure of funds shall be final.

(j) The Association shall not be obligated to spend in any one calendar year all of the sums collected during said year by way of assessments or charges or additional assessments and may carry forward to surplus any balance remaining. The Association shall not be obliged to apply any such surplus to the reduction of charges in the succeeding year.

(k) The Association shall have authority, in its discretion, to borrow money to expend for the purposes set forth hereinabove upon such terms and security and for such periods as it may determine, and to repay said borrowings and the interest thereon from the assessments or charges or additional assessments provided for elsewhere in this Declaration.

14. **ENTRY:** The Association, its successors and assigns, and its agents are granted the right to enter upon any residential lot or boat slip area, such entry to be made by personnel with suitable devices and equipment, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, repairing or maintaining exteriors of structures, or for the purpose of building or repairing dunes or other earthwork, which in the opinion of the Association detracts from or is necessary to maintain the overall beauty, ecology, setting and safety of the property. Such entrance shall not be deemed a trespass. The Association

and its agents may likewise enter upon any lot or boat slip area to remove any trash which has collected without such entrance and removal being deemed a trespass. The Association is authorized to make reasonable charges to the owner for such services, which shall become a lien upon the lot and/or boat slip. The provisions of this paragraph shall not be construed as an obligation on the part of the Association to undertake any of the foregoing.

15. BOAT SLIPS AND COMMON AREA: (a) The Developer is planning to develop the subject real property in a manner in which each lot shall have appurtenant to it not less than one (1) boat slip. However, the total number of boat slips is subject to governmental approval. If the Developer does not receive approval for ten (10) boat slips, the slips will be assigned to lot owners on the basis of the date of purchase with two slips assigned to the Association to be used by owners who have not been assigned a slip. Each boat slip assigned to a lot owner shall be deemed appurtenant to said lot and may not thereafter be sold, transferred, or conveyed except as an appurtenance to said lot. The boat slips assigned to the Association will be used by the owners on a shared basis in accordance with the rules to be established by the Association. Expenses associated with the boat slips will be allocated to boat slip owners as outlined in the "Assessments" section of these covenants and restrictions.

(b) The common area indicated as "Parcel A (Common Area)" on the plat is provided for the benefit of all lot owners in the subdivision. The expenses associated with the common area shall be paid as outlined in the "Assessments" section of these covenants and restrictions. Use of the said common area shall be in accordance with the rules to be established by the Association. Further, said "Parcel A (Common Area)" shall be subject to the right and easement in favor of the owners on Lots 3, 4 and 5 for ingress and egress to and from said lots as shown on the plat.

16. RIGHT OF FIRST REFUSAL: Prior to the acceptance of any offer for the purchase of any unimproved property the owner thereof shall first offer said property for sale to Developer for the same price at which the highest bona fide offer has been made for such property, by providing a copy of the contract, and Developer shall have thirty (30) days within which to exercise its option to purchase said property at such price; should Developer fail or refuse, within thirty (30) days after receipt of written notice of the price and terms of the offer, to exercise its option to purchase said property, then the owner thereof shall have the right to sell said property subject, however, to all covenants, restrictions and limitations contained herein. Provided, however, that this provision shall not apply to a foreclosure sale resulting from the foreclosure of a mortgage or deed of trust in which such property is collateral. Provided, this provision shall apply only for a period of three years from the date of the deed conveying the property to the original purchaser from Developer, at which time this provision shall terminate.

17. STREETS, EASEMENTS AND RIGHTS-OF-WAY: The deed conveying any of said lots does not convey to the lot owner any of the land in any platted street. The developer hereby reserves easements for utilities, drainage, common areas, etc., shown on the recorded plat of said subdivision and full rights of ingress and egress for itself, its agents, employees, and assigns over any part of the property for the purposes of installing and servicing the utilities and drains for which the easements are reserved, together with any additional easements the developer may need to facilitate the development of the subdivision. (a) The area shown on the plat designated "Joshua's Landing (40' Private R/W)" is a private street. The owner of each lot shall

have a non-exclusive easement over said street for purposes of ingress and egress to such lot and for utility purposes. (b) The streets in this subdivision as well as the portion of unpaved access road from Greenville Loop Road to Joshua's Landing Lane are privately maintained. The streets are to be maintained by the Association in accordance with the Road Maintenance Agreement section below. (c) No structures, including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the rights of ingress and egress, or utilities construction and maintenance. Upon completion of the roads and utilities, the road will become the means of ingress and egress for lot owners, their guests, agents or assigns as well as for emergency vehicles. The road will also be utilized as an easement for all required utilities serving the lots, open space and boat slips. (d) Some of the lots are subject to sanitary sewer and/or drainage easements, the locations of said easements being shown on the plat of subdivision.

18. ROAD MAINTENANCE: Upon completion of the development of the subdivision facilities and improvements and upon approval and acceptance of the utilities for maintenance by the respective utility providers, maintenance of the roads in the subdivision will become the responsibility of the Association. Costs for all improvements, repairs, routine maintenance, etc. to the road surface as well as the drainage swales and storm water storage areas will be borne by the Association. Allocation of these road maintenance costs will be as outlined in the "Assessments" section of these covenants and restrictions.

The Association responsibility for maintenance extends to all portions of the Joshua's Landing right of way as well as the access Road from Greenville Loop Road known as Leeward Lane from its connection to Joshua's Landing Lane to Greenville Loop Road. The off-site Leeward Lane portion is a private 45' right of way shared by other properties in the area under an agreement recorded in Deed Book 1329, Page 1709 among the records of New Hanover County. However, the maintenance of the Leeward Lane portion is the responsibility of the Joshua's Landing Association.

During construction of homes on the lots in the subdivision each lot owner will be required to post a Road Maintenance Bond with the Association in the amount of \$2,000. This bond will be utilized to repair normal wear and tear to the roads in the subdivision during the house construction process. Funds from this fund will be deposited in the Association's bank account and will be designated for use in the reserves for future road maintenance. Road damage caused by an individual lot owner or his agents, assigns, contractors, etc., will be repaired at the expense of the responsible lot owner. If the road damage is not repaired within 30 days of the date of its occurrence, the Association will undertake the repair and bill the responsible lot owner.

19. SUBDIVIDING: No lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Association. However, Developer hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any subdivision in order to create a modified building lot or lots; and to take such steps as are reasonably necessary to make such replatted lot suitable and fit as a building site, said steps to include, but not be limited to, the relocation of easements, walkways and rights-of-way to conform to the new boundaries of the said replatted lots, provided that no lot originally shown on a recorded plat is reduced by more than twenty (20) percent from its original size.

20. COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND: All of the covenants, conditions, restrictions and reservations set forth herein shall run with the land, shall inure to the benefit of each owner and each owner, by accepting the deed to such premises, accepts the same subject to such covenants, conditions, restrictions and reservations and agrees for himself, his heirs, successors, administrators, executors, assigns and successors in interest to be bound by each of such covenants, conditions, restrictions and reservations, jointly, separately and severally. Each and every one of these covenants, conditions, reservations and restrictions is and are for the benefit of each owner of land in the subdivision, or any interest therein and shall inure to and pass with each and every lot of said subdivision.

21. COVENANTS AND RESTRICTIONS ENFORCEABLE JOINTLY AND SEVERALLY: Each and every one of the covenants, conditions, restrictions and reservations contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of such covenants, conditions, restrictions and reservations shall nevertheless remain in full force, effect and virtue.

22. APPROVAL OF PURCHASER: No lot shall be sold or resold unless the name of the prospective purchaser has been submitted in writing to the membership committee of the Association and such prospective purchaser has been approved for membership by the membership committee. This provision shall not defeat or render invalid the lien of any mortgage or other encumbrances made in good faith for value as to any lot or lots or portion of lots in such premises.

23. MODIFICATIONS AND AMENDMENTS: The right and power to amend or change any part or all of the restrictions, covenants and conditions herein set out is vested freely in the Developer until such time as sixty percent (60%) of the lots in JOSHUA'S LANDING SUBDIVISION have been sold and conveyed by the Developer. Thereafter, amendment of this Declaration shall require an affirmative vote of the owners of sixty-six and two-thirds (66-2/3) of the lots in the said JOSHUA'S LANDING SUBDIVISION. Such modifications and/or amendments to this Declaration of Covenants, Conditions and Restrictions shall be made and accomplished by the filing in the Office of the Register of Deeds of New Hanover County of a declaration of amended restrictive covenants, which such amendments, modifications or additions to the restrictive covenants contained in this Declaration shall be made applicable to the conveyance of lots made subsequent to the recording of such declaration of amended restrictive covenants.

24. DURATION: All of the foregoing covenants, reservations, restrictions and conditions shall continue and remain in full force and effect at all times as against the owner of any lot in such premises, regardless of how he acquired title, for a period of time of twenty (20) years from the date hereof at which time these covenants, reservations, restrictions and conditions shall terminate and end and thereafter be of no further legal or equitable effect on such premises or any owner thereof; provided, however, that these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period the owners of a majority of the lots in the subdivision shall by written instrument duly recorded in the New Hanover County Registry declare a termination of the same. Although these

covenants, conditions, reservations and restrictions may expire as herein provided, any and all reversions for breach of these covenants, conditions, reservations or restrictions committed or suffered prior to such expiration shall be absolute. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the State of North Carolina.

25. **VIOLATIONS:** In the event of a violation or breach of any of these covenants, conditions, restrictions or reservations by any lot owner, or agent of such owner, the Association or owner of any other property in JOSHUA'S LANDING SUBDIVISION, or any of them jointly or severally, shall have the right to proceed at law or equity to compel a compliance to the terms hereof or to prevent the violation or breach. In addition to the foregoing, the Association shall have the right, at its option, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon said lot and to abate and/or remove such violation if the same shall not have been corrected by the owner. Any such entry, abatement or removal shall not be deemed a trespass. The failure to enforce any covenants, restrictions, reservations or conditions contained in these Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

26. **ENFORCEMENT:** The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, reservations, restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration of Covenants, Conditions and Restrictions.

27. **COST OF ENFORCEMENT:** Should the Association employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, or re-entry, by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots and the Association shall have a lien upon such lot or lots to secure payment of all such sums.

28. **ANNEXATION AND DEVELOPMENT OF ADDITIONAL PROPERTIES:** The Developer reserves the right to develop additional lands in the area of the Property which it may now own or hereafter acquire and such additional lands may be annexed to the said Real Property without the approval or assent of the owners of lots in the subdivision; provided, however, that any such future development of any additional property shall be compatible with and in agreement and accordance with the general plan for the improvement and development of the Real Property herein described.

29. **INTERCHANGE BETWEEN ASSOCIATION AND ARCHITECTURAL REVIEW COMMITTEE:** Under any provision of this Declaration which relates to the submission, review, and approval of any plans, specifications, repairs, construction or any other matter relating to the construction of improvements where the word Association is used, the word Association shall mean the Architectural Review Committee.

IN WITNESS WHEREOF, JOSHUA'S LANDING, LLC has caused this instrument to be signed in its name by its Managers, who have hereunto set their hands and seals, all on the 17th day of July, 1996.

JOSHUA'S LANDING, LLC

By: Robert F. Warwick (SEAL)
Robert F. Warwick, Manager

By: Steven J. Warwick (SEAL)
Steven J. Warwick, Manager

By: Charles E. Runyon (SEAL)
Charles E. Runyon, Manager

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that Robert F. Warwick, Steven J. Warwick, and Charles E. Runyon, Managers of Joshua's Landing, LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

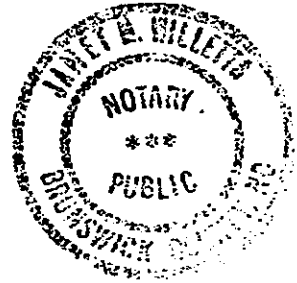
WITNESS my hand and official stamp or seal this 17th day of July, 1996.

Janet M. Willetts
Notary Public

My Commission Expires:

12/9/98

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing/ Annexed Certificate(s) of
Janet M. Willetts
Mary A. Edens + Sherry Bordeaux
Notary (Notaries) Public ts/ are certified
to be correct.
This the 29 day of July 1996
Mary Spe Oaks, Register of deeds
by Laurie Barnes
Deputy/ Assistant



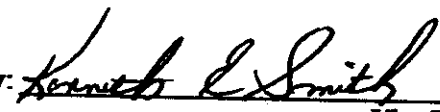
STATE OF NORTH CAROLINA :
 :
COUNTY OF NEW HANOVER) JOINDER
 :
 :
) AND
 :
 :
) CONSENT

W. JAMES BRANDON, TRUSTEE and THE ANCHOR BANK OF NORTH CAROLINA hereby join in this Declaration for the purpose of evidencing their consent thereto and subjecting and subordinating to said Declaration the lien of that certain Deed of Trust from Joshua's Landing, LLC to W. James Brandon, Trustee for The Anchor Bank of North Carolina, recorded in Book 1974, Page 0820, in the New Hanover County Registry.

This 24th day of July, 1996.



W. JAMES BRANDON, TRUSTEE (SEAL)

THE ANCHOR BANK OF NORTH CAROLINA
By: 

Vice President

