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

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

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DECLARATION OF ARTICLES OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
NEW HANOVER MEDICAL PARK

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, HORMOZE A. GOUDARZI, in his capacity as Trustee for both the HORMOZE A. GOUDARZI M.D. F.R.C.S. P.A. EMPLOYEE PROFIT SHARING PLAN AND TRUST and the HORMOZE A. GOUDARZI M.D. F.R.C.S. P.A. EMPLOYEE MONEY PURCHASE PENSION PLAN, of New Hanover County, North Carolina, is the Owner and Developer (herein DEVELOPER or DECLARANT) of all of that certain tract of land to be known as NEW HANOVER MEDICAL PARK, a description of the entire tract of land is set forth in that Deed recorded in Book 1570 at Page 1194 in the New Hanover County Registry; and

WHEREAS, it is the desire of Developer of this land, to insure the use of said property for attractive medical and certain residential related uses, offices and facilities purposes, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his facility with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners; and

WHEREAS, the DECLARANT is the fee simple owner of a certain tract of real property located in the City of Wilmington, New Hanover County, North Carolina, as shown on Exhibit "A" hereto attached, made a part hereof, and incorporated herein by reference;

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and
WHEREAS, the DECLARANT desires to establish certain restrictions, covenants and conditions with respect to the use, enjoyment and ownership of said property for the purpose of protecting the value and desirability of said property as a medical office park, and certain residential uses and which shall run with title to the said property, and which shall be binding on all parties having any right, title or interest in said property, or any parcel thereof, their heirs, devisees, personal representatives, successors and assigns, and which shall inure to the benefit of each owner thereof;

NOW, THEREFORE, with respect to all of the property described on Exhibit "A", and for the purposes stated hereinabove, the DECLARANT does hereby declare that all of the hereinbelow defined property shown on Exhibit "A" shall henceforth be held, sold, and conveyed subject to the following Articles of Covenants, Conditions and Restrictions.

ARTICLE I.

DEFINITIONS

For the purposes of these Articles of Covenants, Conditions and Restrictions the following definitions shall apply:

1. "DECLARANT" - shall mean and refer to HORMOZE A. GOUDARZI, in his capacity as Trustee as above stated, and/or his successors in interest.
2. "ASSOCIATION" - shall mean and refer to NEW HANOVER MEDICAL PARK OWNERS' ASSOCIATION, a nonprofit corporation organized pursuant to the laws of the State of North Carolina with its principal office being located in the County of New Hanover, State of North Carolina, and/or its successors in interest.
3. "PROPERTY" - shall mean and refer to all of the real property subject to this Declaration, described as follows:

RETURNED TO

T. Saffo

RYALS, ROBINSON & SAFFO, P.C.
WILMINGTON, NORTH CAROLINA 28402-0135

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BEING all the property described on Exhibit "A" hereto attached, made a part hereof, and incorporated herein by reference and which shall be developed into a subdivision to be known as NEW HANOVER MEDICAL PARK.

Upon the recording of the map of NEW HANOVER MEDICAL PARK in the New Hanover County Registry, any present and future owners of any lot shown on said map shall automatically become subject to the provisions of this Declaration of Articles of Covenants, Conditions and Restrictions.

4. "LOT" - shall mean and refer to any one of those twelve (12) parcels of real property, developed as NEW HANOVER MEDICAL PARK and shown upon the map of the property referred to hereinabove.

5. "OWNER" - shall mean and refer to any one of those persons, firms, corporations, or other entities who hereafter shall purchase, and/or are conveyed, and/or hold a fee simple title to any lot, including contract sellers, but excluding (i) the DECLARANT, and (ii) those holding or acquiring such title merely as security for the performance of any obligation.

6. "COMMON ELEMENTS" - shall mean and refer to:

- (a) all of the real property located within the property which is not a lot; and
- (b) all of the improvements on the real property which is not a lot, including any building constructed thereon, any land lying beneath any such building, any fencing and any property enclosed by said fencing.

7. "DEVELOPMENT" - shall mean and refer to NEW HANOVER MEDICAL PARK, all phases, which shall consist of all of the Property, which the DECLARANT has subdivided into lots and the common elements, plus the improvements to the common elements, as described hereinabove. The common elements, with the improvements constructed thereon by the DECLARANT, shall be conveyed to and owned by the Association. The development shall be a private community and all of the Property, and all of the improvements thereon, shall be private property and nothing in these Articles, nor in the recording of any map or deed pursuant hereto, shall dedicate (or be deemed to dedicate) to public use any of the Property, or the improvements thereon. However, the Board of Directors of the NEW HANOVER MEDICAL PARK OWNERS' ASSOCIATION, INC. may authorize the officers of that Association to dedicate or convey to any municipality any street shown on any map or plat of the Property.

ARTICLE II.

USE RESTRICTIONS

1. All lots in said subdivision shall be used only as is set forth in paragraphs 8 and 9 hereof.

2. All structures built on any lot shall have exterior finishes of brick, wood, stucco and glass and shall be architecturally compatible and in keeping with other structures in the subdivision. All driveways and parking areas shall be of concrete construction. All plans for buildings to be constructed or alterations to the exterior of buildings already constructed shall be submitted to DECLARANT, or his designee, for approval prior to application for a building permit to the City of Wilmington. After all lots have been sold by DECLARANT such submittals for approval shall be to the Board of Directors of the Association, or their designee.

3. Any owner of any lot who desires to erect a fence thereon must first submit the details and location of such fence to DECLARANT, or his designee, for approval until such time as all lots are sold and thereafter to the Board of Directors of the Association, or their designee.

4. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot, except that one sign of not more than 35 square feet in area may be used to advertise the office or facility of the owner. All plans for signs to be constructed or alterations to signs shall be submitted for approval to DECLARANT or his designee. After all lots have been sold by DECLARANT such submittals for approval shall be to the Board of Directors of the Association or its designee.

5. No lot, nor the improvements constructed thereon, may be altered exteriorly, unless specific written consent to do so is first obtained from the DECLARANT, or his designee, or the Board of Directors of the Association, or its designee, after all lots have been sold by DECLARANT.

6. No noxious or offensive activity shall be carried on or maintained upon any lot, nor shall any use be made of any lot which may be or may become a hazard or nuisance to the neighborhood.

7. The following medical offices and uses will be permitted within Lots 1, 3, 4, 5, 6, 11 and 12: accessory structures or uses; accounting offices; adult day care; business services not elsewhere classified (medically related); chiropractors; computers and data processing services; dentists and dental laboratories; engineering, architectural and surveying offices; guest lodging; health services, doctors offices, clinics, and supportive labs; hospitals (except animal hospitals); insurance agencies, including related services; law offices; nursing and personal care facility; offices not elsewhere classified (medically related); optometrists, ophthalmologists; personal services not elsewhere classified; physicians and surgeons; principal use on-premise sign; psychologists; real estate and appraisers offices; residential care; residential unit contained within a principal use, and other residential uses and access to and from residential use areas; social services not elsewhere classified; telephone communication facility, unattended; and utility stations and plants outside public rights of way.

8. The following uses will be permitted within Lots 2, 7, 8, 9 and 10: dentists and dental laboratories; health services (doctors offices, clinics and supportive laboratories); internal service facilities incidental to permitted uses, including cafeterias, day care facilities, snack bars and similar retail activities conducted solely for the convenience of employees or occasional visitors, provided any signage for such facilities is not visible beyond the premises; optometrists; ophthalmologists; physicians and surgeons and psychologists.

9. A maximum building height for structures on-site will be twenty-five (25') feet.

10. Each lot shall have access to the medical park's storm water management facility. Each property owner may access the stormwater collection system. In order to meet sizing requirements of the stormwater facility, not more than 75 percent of any lot shall be covered by structures and/or paved surfaces, including parking areas, driveways, walkways or patios.

11. The DECLARANT reserves unto himself, his successors and assigns, a perpetual, alienable, and releasable easement and right on, over, and under the ground with men and equipment to erect, maintain, inspect, repair and use wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity and telephone equipment, gas, sewer, water, or

public conveniences of utilities on, in, or over the front ten (10') feet of each lot as shown on the recorded plat. This easement and right expressly includes the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economic and safe utility installation and to maintain reasonable standards of health, safety, and appearance, all without any cost or damages to the owner of the property as a result of such. Such rights may be exercised by any licensee of the DECLARANT, but this reservation shall not be considered an obligation of the DECLARANT to provide or maintain any such utility or service.

12. Subdividing. No lot shall be subdivided or its boundary lines changed except with the prior written consent of the DECLARANT. However, the DECLARANT hereby expressly reserves to himself, his successors, and assigns the right to permit the construction of drives, driveways and other access facilities upon or across any lot to other lots or other properties and to replat any two (2) or more lots set forth above 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 to be limited to the relocation of easements, walkways, and rights of way to conform to the new boundaries of the said replatted lots.

13. Membership in Association. By the recording of the deed to his or her lot, each lot purchaser agrees to automatically become a member of the New Hanover Medical Park Owners' Association to be formed to maintain and administer the common areas and amenities, if any, of New Hanover Medical Park, all phases, and agrees to abide by and be subject to the Articles of Incorporation and By-Laws of the Association and this Declaration.

14. Building and Site Improvements. No building, fence, wall, bulkheading or other structure shall be erected, placed or altered on any lot, nor shall the grade or elevation or physical characteristics including, but not limited to, slopes and tree growth of any such lot or portion thereof be altered in any way whatsoever until the proposed building plans, specifications, exterior colors and finishes, including type of exterior, etc., site and landscaping plans (showing the proposed location, height and orientation of such buildings or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site), and construction schedule shall have been approved in writing by the DECLARANT or his designee. Refusal of approval of any such plans, locations, or specifications may be based by the DECLARANT upon any grounds, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the DECLARANT, shall seem sufficient. Without the prior written consent of the DECLARANT or his designee, no changes or deviations in or from such plans or specifications as approved shall be made. No alteration 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 DECLARANT. One (1) copy of all plans and related data shall be furnished the DECLARANT for his records. The DECLARANT shall not be responsible for any structural or other defects in the plans or specifications submitted to him or in any structure erected according to such plans and specifications.

ARTICLE III.

NEW HANOVER MEDICAL PARK OWNERS' ASSOCIATION, INC.

1. PURPOSE: NEW HANOVER MEDICAL PARK OWNERS' ASSOCIATION, INC. is a nonprofit corporation organized pursuant to the Nonprofit Corporation Act of the State of North Carolina; the Articles of Incorporation for which are recorded in the New Hanover County, North Carolina Registry, in Book 1719, at Page 686; the purpose of said corporation being the establishment of a private owners

association for the owners of the lots in the development known as NEW HANOVER MEDICAL PARK and to provide the essential services necessary to preserve, protect, maintain, and care for the development known as NEW HANOVER MEDICAL PARK to the mutual benefit of all owners of lots therein, all as outlined hereinbelow, and more particularly described in the Articles of Incorporation of said Association and the By-Laws thereof. Said By-Laws are attached hereto as Exhibit "B".

2. **MEMBERSHIP:** There shall be one membership in the Association for each lot in the development, and no others. Each membership shall be appurtenant to the ownership of a lot in the development, and may not be severed or transferred separate or apart from the transfer of the lot to which it is appurtenant. For the purposes of this Article, the DECLARANT shall be deemed an owner so long as he owns any lots in NEW HANOVER MEDICAL PARK.

3. **OWNERSHIP:** The DECLARANT shall convey to The Association all of the common elements of the property, and all of the improvements thereon.

4. **MANAGEMENT AND CONTROL:** Subject to the provisions of Article III of this Declaration, the affairs of the Association shall be governed, managed and controlled by the Board of Directors, elected by the membership as provided in the Association's By-Laws, the terms and provisions of which are incorporated herein as if fully set forth.

5. **POWERS, PRIVILEGES, RIGHTS AND OBLIGATIONS:** The Association, in order to fulfill the purposes for which it has been formed, as stated in its Articles of Incorporation named hereinabove, shall have and possess, and shall perform and exercise the following powers, privileges, rights and duties:

- (a) **RULE MAKING:** The Association shall, from time to time, make and amend, pursuant to the provisions of its By-Laws, reasonable rules and regulations governing the owners' use and enjoyment of their lots, the common elements and the improvements thereon;
- (b) **MAINTENANCE:** The Association shall be responsible for the upkeep, maintenance, protection, preservation, repairs, reconstruction and/or replacement of (i) the common elements, and (ii) all improvements and any additions, if any, to the common elements including fence, walks, streets, bulkhead and entrance sign; provided, however, that in the event that any of the above is necessitated by the willful act or active or passive negligence of any owner, his patients, customers, guests, invitees or tenants, then the cost of the same shall legally be the personal obligation of said owner and if not paid to the Association upon demand, may be added to the annual assessment levied against said owner's lot, as said assessment is defined hereinbelow. Each lot is subjected to the right of DECLARANT or the Association to go upon said lot for the purpose of performing any such maintenance.
- (c) **INSURANCE:** The Association may obtain and maintain such insurance as the Board of Directors may determine is appropriate for the protection of the development, the Association, its Directors, officers and members; however, the owners of lots shall not be prohibited from carrying other insurance for their own benefit provided that such policies shall contain waivers of subrogation and further provided that the liability of the carriers

issuing insurance obtained by the Association shall not be effected or diminished by reason of any such additional insurance obtained by a lot owner.

- (d) **INITIAL ASSESSMENT:** At the time of conveyance of title to the owner by the DECLARANT, the purchaser of each such lot shall pay, as a special assessment, an amount equal to one-eighth (1/8) of the pro rata portion of the annual insurance premium paid for protection of the common elements and any improvements thereon.
- (e) **ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT.** The Association has heretofore been given the authority to administer the operation and management of the common areas of the property, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all lots in NEW HAMOVER MEDICAL PARK. To properly administer the operation and management of the common areas, the Association will incur, for the mutual benefit of all the owners of lots, costs and expenses sometimes herein referred to as "common expenses". To provide the funds necessary for such proper operation, management and capital improvement, the Association has heretofore been granted the right to make, levy and collect assessments against the members of the Association and their lots. In furtherance of this grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation of, the management of, and for capital improvements to the common areas, and all improvements thereon, the following shall be operative and binding upon the owners of all lots:

- (1) **Creation of the Lien and Personal Obligation of Assessments:** The DECLARANT, for each lot owned within the property, and each owner of any lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (i) annual assessments or charges, and
- (ii) special assessments for capital improvements or special assessments as established by the Board of Directors of the Association, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with the interest, costs, and reasonable attorney's fees, if any, shall be a charge on the lots and shall be a continual lien upon each lot against which they are levied. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who is the owner of such lot at the time when the assessment falls due.

- (2) **Purpose of Assessments:** The assessments levied by the Association shall be used exclusively to promote and maintain access, drainage, utilities, services and maintain the aesthetic beauty and quality of the development and for the maintenance, repair

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and replacement of any and all improvements made to the common areas, as well as the acquisition and maintenance of any and all other common areas of the property, including the costs of repairs, repaving, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against any of the common areas, utility services and the procurement and maintenance of insurance as may be deemed necessary by the Board of Directors.

- (3) Maximum Annual Assessments: The maximum annual assessments for each calendar year shall be established by the Board of Directors and may be increased by the Board of Directors for any calendar year without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year. The maximum annual assessment for any calendar year may be increased WITHOUT LIMIT by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting called for this purpose.
- (4) Special Assessments for Capital Improvements: In addition to the annual 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 costs of any construction, reconstruction, repair, replacement or repaving of a capital improvement to the common areas, of any lots in NEW HANOVER MEDICAL PARK, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose. No special assessment shall be levied for the purpose of erecting any initial new improvements. All special assessments shall be fixed to the uniform rate for all lots and may be collected on a monthly basis.
- (5) Notice and Quorum for any Action Authorized Under Sections (d) (3) and (4): Written notice of any meeting called for the purpose of taking any action authorized under (3) and (4) shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast one-third (1/3) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be a majority of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- (6) Rate of Annual Assessment: Annual and special assessments must be fixed at a uniform rate for all lots and shall be collected on a monthly, quarterly or annual basis. The books and records of the Association will be kept in

such a manner that it is possible to determine and ascertain such sums as are expended by the Association for the development, improvement, maintenance and upkeep of all common area facilities, as set forth herein.

- (7) Date and Commencement of Annual Assessments:
Due Dates: The annual assessments provided for herein shall be collected on a monthly, quarterly or annual basis and shall commence as to all lots on the first day of the month following conveyance of any lot to the original purchaser thereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.
- (8) Effect of Nonpayment 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 1 1/2% per month. 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 interest, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of any of the common areas or abandonment of his lot.
- (9) Lien: The lien herein granted unto the Association shall be enforceable from and after the time of recording a claim of lien in the public records of New Hanover County, North Carolina, which claim shall state the description of the lot encumbered thereby, the name of the record owner, the amount due and the date when due. The claim of lien shall be recordable any time after default and the lien shall continue in effect until all sums secured by said lien as herein provided shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums

secured by such claim of lien, the same shall be satisfied of record. The lien provided for herein shall be subordinated to the lien of any first mortgage or Deed of Trust and any person, firm, corporation or other entity acquiring title to any lot by virtue of any foreclosure, deed in lieu of foreclosure or judicial sale, shall be liable and obligated only for assessments as shall accrue and become due and payable subsequent to the date of acquisition of such title, and it shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of the acquisition of title to a lot by foreclosure, deed in lieu of foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all lots as a part of the common expenses, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

- (10) Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvement by the Association: Upon default by the Association in the payment to any governmental authority entitled thereto of any ad valorem taxes levied against any of the common areas owned by the Association or assessments for public improvements to the common areas, which default shall continue for a period of six (6) months, each owner of a lot in the Development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of lots in the property. If such sum is not paid by the owner thirty (30) days following the receipt of notice of the amount due, then said sum shall become a continuing lien on the lot of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may bring either an action at law or may elect to foreclose the lien against the lot of the owner.

- (f) Upon the sale of one hundred percent (100%) of the lots in NEW HANOVER MEDICAL PARK, DECLARANT will turn over control of the Owners Association to the Board of Directors to be elected by the membership in accordance with the By-Laws of the Association. Until such time, however, DECLARANT shall elect the Board of Directors of the Association. DECLARANT may turn over control of the Owners' Association to the Board of Directors to be elected by the membership in accordance with the By-Laws of the Association prior to the sale of one hundred percent (100%) of the lots in NEW HANOVER MEDICAL PARK by an instrument to that effect being duly recorded in the Office of the Register of Deeds for New Hanover County, North Carolina.

ARTICLE IV.

THE OWNERS

Every owner of a fee simple title to a lot within the development shall be deemed to own, possess and have accepted:

- (a) The membership in the Association appurtenant to his lot;
- (b) An undivided equal interest with all other owners, for each membership in the Association owned, in the Association and all of their assets;
- (c) An easement of enjoyment, equal to that of all other owners, in and to the common elements, subject to:
 - (i) the right of the Association to charge reasonable admission and other fees for the use of any of the common elements;
 - (ii) the right of the Association to suspend the voting rights and the right to the use of any of the common elements by any owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the published Rules and Regulations of the Association governing the use and enjoyment of the common elements;
 - (iii) the right of the Association to dedicate or transfer all or any part of the common elements for such purposes as subject to such conditions as the Association may determine, acting by and pursuant to the provisions of their duly enacted By-Laws.
 - (iv) the right of the Association to enact reasonable Rules and Regulations governing the use and enjoyment of the common elements and the improvements thereto;
 - (v) the right of any owner to delegate in accordance with the By-Laws of the Association, his right of enjoyment to the common elements and its facilities to members of his family, his tenants or contract purchasers who reside on the property.
- (d) The duty of complying with and abiding by all of the provisions of these Articles, the By-Laws of the Association and the Rules and Regulations of the Association.

ARTICLE V.

DECLARANT

In addition to all other rights, powers and privileges reserved herein to the DECLARANT, the DECLARANT further:

- (a) Reserves the right and power to appoint or designate the members of the Board of Directors of the Association until either:
 - (i) the date on which 100 percent of the lots within the development have been sold by the DECLARANT and paid for, or

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| BOOK | PAGE | (ii) December 31, 2010, whichever date first occurs. |
| 1719 | 07 (MP) | Until said event or date occurs the DECLARANT, acting by and through its appointees or designees, shall have absolute control of the Association and its affairs, and no action taken by the membership of the Association pursuant to this Declaration or the By-Laws of the Association shall have any effect whatsoever without the prior written approval of the DECLARANT, acting by and through said appointees or designees. Upon either of the above referenced dates, the president of the Association shall follow the procedures outlined in the By-Laws of the Association for the transition of control of the Association from the DECLARANT to the membership of the Association; |
- (c) Reserves the right absolutely to change, alter or redesignate the allocated, planned, platted or recorded use or designation of any of the property (so long as the DECLARANT retains title to said property) including, but not limited to, the right to change, alter or redesignate road, utility and drainage facilities and easements, and to change, alter or redesignate such other present and proposed amenities or facilities as may, in the sole judgment and discretion of the DECLARANT be necessary or desirable;
- (d) Reserves unto itself, and after all lots are sold to the Association, a perpetual, alienable and releasable easement and right on, over, through and under the ground and riparian areas to erect, maintain and use, fence, walks, streets, bulkhead, pier, electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, television and cable facilities, gas, sewer, water, or other public conveniences or utilities on, in or over any of the property. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar actions reasonably necessary in the opinion of the DECLARANT or the Association;
- (e) Reserves the right to subject the property to contracts with electric, telephone, cable television, and other utilities for the installation of underground cables, wires, pipes or other necessary conduits, for utilities, any of which may require an initial payment and continuing monthly payments for the use thereof by the owners of lots within the development.
- (f) Reserves for itself and the agents and employees of public utility companies, the right to go upon the property of any owner for the purpose of reading and repairing utility meters, lines and equipment.

ARTICLE VI.

GENERAL PROVISIONS

ENFORCEMENT: The Association, the DECLARANT or any owner, shall have the right to enforce, by any proceeding at law or in equity, all of the conditions, covenants and restrictions of these Articles, and any and all liens hereinafter imposed pursuant to the provisions of these Articles. Failure by the Association, the

DECLARANT or any owner to enforce any of the above shall in no event be deemed a waiver of the right to do so thereafter. In addition to the foregoing, the DECLARANT shall have the right, whenever there shall have been built on any lot any structure which is in violation of these Articles, the By-Laws or the Rules and Regulations of the Association, to enter upon said lot where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass.

INVALIDATION: The invalidation of any one of the covenants, conditions or restrictions contained in these Articles by any Court, agency or legislature shall in no way affect any of the other covenants, conditions or restrictions contained in these Articles, and they shall remain in full force and effect.

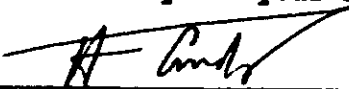
DURATION AND AMENDMENT: All covenants, conditions or restrictions set forth within these Articles shall run with the property, and all portions thereof, and shall be binding upon all parties having any right, title or interest in the property, or any portion thereof, their personal representatives, heirs, devisees, successors and assigns, and shall inure to the benefit of the same, for the term of twenty (20) years, commencing with the date these Articles are recorded in the New Hanover County Registry, after which term these Articles shall be automatically extended for successive periods of ten (10) years, unless five (5) of the then owners agree to revoke the same and do so by an instrument signed by five (5) of the then owners and recorded in the New Hanover County, North Carolina Registry. These Articles may be amended during the first twenty (20) years by an instrument signed by not less than five (5) of the owners and recorded in the New Hanover County Registry; and thereafter by an instrument signed by not less than five (5) of the owners and recorded in the New Hanover County Registry. The word "owner" as used in this Paragraph is intended to include the DECLARANT as well as the owners of lots, but not those having an interest in any of the property for the purpose of securing the performance of any obligation.

GENDER: The use of the masculine gender in these Articles shall be deemed to include the feminine gender and the neuter gender and the use of the singular shall be deemed to include the plural whenever the context so requires.

CAPTIONS: The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Articles, or the intent of any provision thereof.

INCORPORATION: All of the powers, duties, privileges, obligations and rights of the Association, its Board of Directors, officers, members, the DECLARANT and all others who may hereafter own, hold or have any right, title or interest in or to the property or any portion thereof all as set forth in, and all other provisions of, the duly enacted By-Laws and Rules and Regulations, and all duly adopted amendments, modifications and repeals thereof, of the Association are incorporated herein by reference and are made a part hereof as if fully stated herein.

IN WITNESS WHEREOF, HORMOZE A. GOUDARZI, the DECLARANT, has hereunto set his hand and seal, as of the day and year first above written.

 (SEAL)
HORMOZE A. GOUDARZI, in his
capacity as Trustee for both the
HORMOZE A. GOUDARZI M.D. F.R.C.S.
P.A. EMPLOYEE PROFIT SHARING PLAN
AND TRUST and the HORMOZE A. GOUDARZI
M.D. F.R.C.S. P.A. EMPLOYEE MONEY
PURCHASE PENSION PLAN

STATE OF NORTH CAROLINA

COUNTY OF NEW HAMOVER

I, Sandra F. Yates, a Notary Public of the County of Brunswick and State aforesaid, do hereby certify that HORMOZE A. GOUDARZI, in his capacity as Trustee for both the HORMOZE A. GOUDARZI M.D. F.R.C.S. P.A. EMPLOYEE PROFIT SHARING PLAN AND TRUST and the HORMOZE A. GOUDARZI M.D. F.R.C.S. P.A. EMPLOYEE MONEY PURCHASE PENSION PLAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

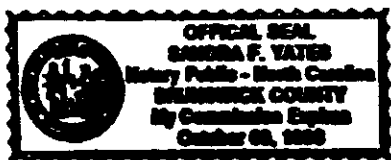
WITNESS my hand and official stamp or seal, this the 12th day of November, 1993.

Sandra F. Yates
Notary Public

My Commission Expires:

10-03-98

(AFFIX NOTARIAL SEAL)



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

Sandra F. Yates
Notary (Notarize) Public in / are certified to be correct.

This the 15 day of Nov. 19 93
Mary Sue Oatis, Register of deeds

by Phyllis Lynn
Deputy / Assistant

/NHMP
RESTRICT

Beginning at a point in the easterly line of South 17th Street (66 foot right-of-way). Said beginning point being located North 4 degrees 39 minutes 35 seconds East 206.50 feet, North 5 degrees 34 minutes 27 seconds East 460.42 feet, North 5 degrees 02 minutes 33 seconds East a chord distance of 142.38 feet and North 4 degrees 08 minutes 15 seconds East a chord distance of 100.00 feet from the intersection of the easterly line of said 17th Street with the northern line of Jumpin' Run Drive (60 foot right-of-way). Said beginning point also being located North 48 degrees 21 minutes 39 seconds East 94.47 feet from a concrete right-of-way monument at the intersection of the westerly line of said 17th Street and the southerly line of Robin Hood Road (60 foot right-of-way). Said beginning point being in a curve having a radius of 7,673.00 feet. Running thence from said beginning point:

1. along the curved easterly line of said 17th Street to a point that is North 3 degrees 22 minutes 12 seconds East a chord distance of 105.59 feet from the preceding point. Last said point being the intersection of said easterly right-of-way line with the southernmost line of a tract deeded to Waleed Advisory Corporation by deed recorded in Book 1410 at Page 1738 of the New Hanover County Registry; thence
2. South 86 degrees 27 minutes 51 seconds East 21.99 feet along said Waleed Advisory Corporation line to a point; thence
3. South 5 degrees 34 minutes 09 seconds West 105.93 feet along the westerly line of the Virginia F. Carter tract according to a map recorded in Map Book 24 at Page 27 of said Registry to an old iron pipe; thence
4. South 85 degrees 35 minutes 10 seconds East 307.63 feet along the easterly line of said Carter tract to an old iron pipe in "Hill" ditch; thence
5. along the run of "Hill" ditch to an old "x" cut on the easterly end of a concrete pipe culvert that is North 30 degrees 49 minutes 24 seconds East 62.75 feet, North 10 degrees 43 minutes 52 seconds East 72.48 feet, North 27 degrees 56 minutes 31 seconds East 31.50 feet, North 58 degrees 32 minutes 59 seconds East 35.73 feet, North 70 degrees 05 minutes East 27.25 feet, South 83 degrees 12 minutes 07 seconds East 39.04 feet, South 73 degrees 36 minutes 01 second East 39.07 feet, South 78 degrees 45 minutes 52 seconds East 31.69 feet, South 54 degrees 59 minutes 35 seconds East 23.73 feet, South 83 degrees 10 minutes 55 seconds East 33.43 feet, North 86 degrees 29 minutes 12 seconds East 40.50 feet and South 57 degrees 34 minutes 01 second East 44.16 feet; thence
6. continuing along the run of "Hill" ditch North 60 degrees 33 minutes 52 seconds East 80.56 feet to a point in the westerly line of a tract described in a deed to Richard A. Shew, et ux by Anita G. Sellers recorded in Book 752 at Page 610 of said Registry; thence
7. continuing along the run of said ditch North 3 degrees 10 minutes 02 seconds East 33.85 feet to an old iron pipe; thence
8. North 6 degrees 51 minutes 27 seconds East 42.65 feet to an old concrete monument at the northwestern corner of said Sellers tract; thence

9. South 83 degrees 57 minutes 47 seconds East 120.72 feet to an old granite stone marked "C.F.C.C." at the northeastern corner of said Sellers tract; thence
10. South 5 degrees 22 minutes 49 seconds West 123.19 feet along the eastern line of said Sellers tract to an old concrete monument; thence
11. South 4 degrees 04 minutes 47 seconds West 242.27 feet to an old concrete monument at the southeastern corner of said Sellers tract. Said concrete monument being in the northerly line of a tract described in a deed to Centennial Homes, Inc. by Richard A. Shew and wife Idalora W. Shew recorded in Book 963 at Page 584 of said Registry; thence
12. North 84 degrees 25 minutes 20 seconds West 125.09 feet to an old concrete monument at the southwestern corner of said Sellers tract, a corner of said tract described in said deed to Centennial Homes, Inc.; thence
13. South 4 degrees 31 minutes 29 seconds West 455.16 feet along a westerly line of said Centennial Homes, Inc. tract to an old concrete monument; thence
14. South 84 degrees 15 minutes 46 seconds East 287.41 feet to an old railroad spike in the base of a pine tree; thence
15. South 5 degrees 31 minutes 50 seconds West 411.53 feet to an old iron pipe at the northeastern corner of Lot 3, Section 1, Seventeenth East as shown on a map recorded in Map Book 22 at Page 83 of said Registry; thence
16. North 83 degrees 49 minutes 45 seconds West 140.00 feet to an old iron pipe at the northeastern corner of Section 8, Jumpin' Run as shown on a map recorded in Map Book 26 at Page 108 of said Registry; thence
17. North 65 degrees 05 minutes 17 seconds West 100.00 feet along a northerly line of said Section 8, Jumpin' Run to an old iron pipe; thence
18. North 83 degrees 54 minutes 14 seconds West 151.47 feet to an old iron pipe at the common corner of said Section 8, Jumpin' Run, Section 2, Jumpin' Run as shown on a map recorded in Map Book 25 at Page 44 of said Registry and Section 1, Jumpin' Run as shown on a map recorded in Map Book 24 at Page 61 of said Registry; thence
19. North 44 degrees 38 minutes 26 seconds West 173.51 feet along a northerly line of said Section 1, Jumpin' Run to an old iron pipe; thence
20. North 69 degrees 28 minutes 42 seconds West 213.66 feet along a northerly line of said Section 1, Jumpin' Run to an old iron pipe; thence
21. North 4 degrees 39 minutes 35 seconds West 46.36 feet to a new iron pipe; thence
22. North 5 degrees 34 minutes 27 seconds East 460.21 feet to a new iron pipe; thence
23. North 5 degrees 02 minutes 27 seconds East 148.46 feet to a new iron pipe; thence
24. North 85 degrees 35 minutes 10 seconds West 300.00 feet to a new iron pipe in said curved easterly line of said 17th Street; thence