

2700
1-88

BOOK - PAGE
1405 0849

RECORDED AND VERIFIED
REBECCA P. TUCKER
REGISTER OF DEEDS
NEW HANOVER CO. NC
FEB 17 8:47 AM '88

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF OAKRIDGE

THIS DECLARATION, made the 2nd day of January, 1988, by HOLLIS GENERAL CONSTRUCTION, INC., a Georgia corporation, hereinafter referred to as "Declarant";

Whereas, Declarant is the owner of certain property in Harnett Township, New Hanover County, North Carolina, which is more particularly described as follows:

BEING all of OAKRIDGE, as the same is shown on a map thereof recorded in Map Book 28, Page 74 in the Office of the Register of Deeds of New Hanover County, North Carolina, reference to which is hereby made for a more particular description.

AND, WHEREAS, Declarant desires to provide for a uniform development of said property so as to preserve its value and to protect the present and future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any party thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

3

ARTICLE I.

DEFINITIONS: As used herein, the following terms shall mean:

Section 1. Association and HOA shall be used interchangeably to mean and refer to OAKRIDGE HOA, INC., a private non-profit corporation formed or to be formed by the developer primarily as a Homeowners Association for the lot owners in OAKRIDGE, all of whom shall be members of the Association.

Section 2. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties. Those entities having a security interest in one or more lots for the performance of an obligation shall not be considered to be owners for the purposes of this Declaration.

Section 3. Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

BEING all of that area shown and designated as Common Area, including those private streets shown as Oak Ridge Lane on the map of OAKRIDGE, recorded in Map Book 28, Page 74, of the New Hanover County Registry, North Carolina.

DRAWN BY
RETURNED TO *McC L. McC*

1405 0850

Section 5. Declarant shall mean and refer to HOLLIS GENERAL CONSTRUCTION, INC. , and its successors and assigns. The address of the Declarant is PO Box 1067, Vidalia, GA 30474.

Section 6. Declaration shall mean this instrument as it may be from time to time amended or supplemented.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a. The right of the Association to suspend voting rights and the right to use the common area by an owner for any period during which any assessment against this lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- b. The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;
- c. The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

Section 2. Delegation of Use. An owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.

DEVELOPER'S RIGHTS

Section 1. The Declarant hereby reserves the right to subject to these restrictions other real property contiguous to OAKRIDGE in order to extend the scheme of this Declaration to other property to be developed and thereby bring such additional properties within the jurisdiction of the Association.

Section 2. The rights reserved by Declarant in Section 1 above, include the right to change, alter or redesignate roads, utility and drainage facilities and easements, and to change, alter or redesignate such other present and proposed Common Area as may, in the sole judgment of the Declarant, be necessary or desirable, except that the Declarant shall have no right to change, alter or redesignate the character of the single family use of the lots within the development.

ARTICLE IV.

EASEMENTS

Section 1. Easements are reserved as necessary in the Common Area and on lots for installation and maintenance of underground facilities, drainage facilities, ingress, egress, and regress, and for the repair and maintenance of the Common Area and facilities of OAKRIDGE, INC.

1405 0851

Section 2. The Association, acting through its officers, agents, servants and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform the exterior maintenance called for in Article IX of this Declaration.

Section 3. Each lot and all common areas and facilities are hereby subjected to an easement for the repair, maintenance, inspection, removal or other service of or to all electricity, television, telephone, water, sewer, utility, drainage, painting of the exterior surface of all buildings, improvements, and structures that are on or contiguous to any lot or common area and the repair of all privacy fences on individual lots or other common areas and facilities, whether or not the cause of any or all of those activities originates on the lot in which the work must be performed.

Section 4. Ingress and egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes as the same from time to time may exist upon the common areas and facilities; and, for vehicular traffic over, through and across all streets as from time to time may be paved and intended for such purposes, for all lot owners in OAKRIDGE, their guests, families, invitees, and lessees, the Association, the Declarant, its successors and assigns. Declarant hereby reserves alienable easements over all streets and common areas as necessary to provide access for future development by Declarant or its successors and assigns of any properties adjoining the project.

Section 5. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon the lots and common area in the performance of their duties.

Section 6. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

Section 7. An easement for installation and maintenance of a water line is hereby granted to Coastal Plains Utilities, its successors and assigns, to install and maintain a water line.

ARTICLE V.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

- a. CLASS "A". Class A members shall be all owners with the exception of Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

1405 0852

- b. CLASS "B". The Declarant shall be the only Class B member and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A on the happening of either of the following events, whichever occurs earlier:
- (1) when the total votes outstanding in Class A membership equals the total votes outstanding in the Class B membership, or
 - (2) June 1, 1992.

ARTICLE VI.

COVENANTS FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges, and
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the common area, the repair of all privacy fences installed by the Declarant, and the repair, maintenance and upkeep of all private streets situated upon the properties.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be FOUR HUNDRED EIGHTY DOLLARS (\$480.00) per lot.

- a. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year above five per cent (5%) by a vote of two-thirds (2/3) of each class 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 annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction,

1405 0853

reconstruction, repair or replacement of a capital improvement upon the common area, 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 each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. INSURANCE. It shall be the duty of the Association to maintain in effect casualty and liability insurance upon the common areas and facilities, including the private streets, as follows:

- a. Amount and Scope of Insurance. All insurance policies upon the common area and, etc., shall be secured by the Board of Directors. Properties shall be secured by the Board of Directors, or its assignee, on behalf of the Association with full authority which shall obtain such insurance against (1) loss or damage by fire or other hazards normally insured against, and (2) such other risks, including public liability insurance, as from time to time shall be customarily required by private institutional mortgage investors for projects similar in construction, location and use as the properties and the improvements thereon all under such terms and conditions as the responsible authority shall determine. However, such liability coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries, and deaths of persons in connection with the operation, or maintenance or use of the common areas and legal liability arising out of lawsuits relating to employment contracts of the Association.
- b. Insurance Provisions. The Board of Directors shall make diligent efforts to ensure that said insurance policies provide for the following:
- (1) A waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the lot owners and their employees, agents, tenants and invitees.
 - (2) A waiver by the insurer of its right to repair and reconstruct instead of paying cash.
 - (3) Coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the named insured and all mortgagees.
 - (4) Coverage will not be prejudiced by act or neglect of the lot owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the property over which the Association has no control.
 - (5) The insurance coverage on the property cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual lot owners.
 - (6) The insurance coverage on the property cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any lot owner or any mortgagee.

1405 0854

- c. Proceeds. All insurance policies purchased pursuant to these provisions shall provide that all proceeds thereof shall be payable to the Board as insurance trustee or to such attorney-at-law or institution with trust powers as may be approved by the Board of Directors.
- d. Policies. All insurance policies purchased by the Board of Directors shall be with a company or companies permitted to do business in the State of North Carolina and holding rating of "A" or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Association and the Board of Directors thereof, as their respective interests may appear, and shall provide that all proceeds thereof shall be payable to the Board of Directors.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) 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 sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum.

Section 7. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND DUE DATES. The annual assessment provided for herein shall commence as to all lots except those lots owned by the Declarant (the Declarant shall not be required to pay annual assessments) on the first day of the month following the conveyance of the lots by the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro rata monthly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the Association setting forth whether the assessments on a specified lot have been paid.

Section 9. EFFECT OF NONPAYMENT OF ASSESSMENTS AND 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 rate of twelve per cent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

1405 0855

Section 11. WORKING CAPITAL ASSESSMENT. At the time title is conveyed to an owner, each owner shall contribute to the Association as a working capital reserve an amount equal to two months estimated common area assessments. Such funds shall be used solely for initial operating and capital expenses of the Association such as prepaid insurance, and the common areas and facilities. Amounts paid into the working capital fund are not to be considered as advance payment of regular assessments. Any working capital funds remaining at the end of the first full operating year shall be transferred to and become part of the general funds of the Association, in the discretion of the Board of Directors.

ARTICLE VII.

FIDELITY BONDS

Section 1. GENERAL. The Association shall maintain blanket fidelity bonds for all officers, directors, employees and all other persons handling or responsible for funds of the Association. If the Association shall delegate some or all the responsibility for the handling of its funds to a management agent, such fidelity bonds shall be maintained by such management agent for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.

Section 2. AMOUNT OF COVERAGE. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three months aggregate assessments on all units plus reserve funds.

Section 3. OTHER REQUIREMENTS. Fidelity bonds required herein must meet the following requirements:

- a. Fidelity bonds shall name the Association as an obligee.
- b. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.
- c. The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense.
- d. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association, to any insurance trustee and each eligible mortgage holder.

ARTICLE VIII.

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors

1405 0856

of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. No house plans will be approved unless the proposed house shall be a one story house and shall have a minimum of 1,200 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum requirement shall be the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided, further, that shed type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area".

Section 3. Since the establishment of inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, the site and location of any house or dwelling or other structure upon any lot shall be controlled by and must be approved absolutely by the architectural control committee.

Section 4. The exterior of all houses and other structures must be completed within twelve (12) months after the 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. No exposed concrete block, concrete brick, asbestos siding, aluminum siding, cinder block, or tar paper composition shall be used for the exterior of any residence constructed on lots within the subdivision.

Section 5. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling not to exceed two (2) stories in height (exclusive of pilings), unless the architectural control committee approves in writing a structure of more than two (2) stories pursuant to Paragraphs 4A and 5A hereof, and one (1) or more small accessory buildings (which may include a detached private garage, servants quarters or guest facilities) provided the use of such dwelling or accessory building does not in the opinion of the architectural control committee overcrowd the site, and provided further, that such buildings are not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

Section 6. All service utilities, fuel tanks, clothes lines, wood piles, and trash and garbage accumulations are to be enclosed within a fence, wall, or plant screen of a type and size approved by the architectural control committee, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision.

Section 7. Off street parking for not less than two (2) passenger automobiles must be provided on each lot prior to the occupancy of any dwelling constructed on said lot, which parking areas and the driveways thereto shall be constructed of concrete, brick or asphalt, or landscape paving blocks, as approved by the architectural control committee.

1405 0857

Section 8. Modular and previously constructed houses may not be erected or placed on any lot.

Section 9. No yard or garage sales shall be permitted on any lot in this development.

ARTICLE IX.

EXTERIOR MAINTENANCE

In addition to maintenance upon the common area, the Association shall provide exterior painting for all dwellings and structures and repair of all privacy fences installed by the Declarant.

ARTICLE X.

USE RESTRICTIONS

Section 1. LAND USE AND BUILDING TYPE. All lots shall be used for residential purposes except that so long as the Declarant shall retain ownership of any lots, it may utilize any such lot or lots for sales or rentals, offices, models or other usage for the purpose of selling or renting lots within said project. The Declarant may assign this limited commercial usage right to any other person or entities as it may choose; provided, however, that when all lots have been sold, this right of commercial usage by the Declarant, its successors and assigns shall immediately cease. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling no to exceed two stories in height exclusive of pilings. Any building erected, altered, placed or permitted to remain on any lot shall be subject to the provisions of Article VIII of this Declaration of Covenants, Conditions and Restrictions relating to architectural control.

Section 2. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No machinery will be allowed that produces excessively loud noises.

Section 3. JUNK VEHICLES. No inoperable vehicle or vehicle without current registration and insurance will be permitted on the premises. The Association shall have the right to have all such vehicles towed away at the owner's expense.

Section 4. FOR SALE SIGNS PROHIBITED. No "For Sale" signs or any other signs shall be permitted on any lot or in the common areas and facilities.

Section 5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence either temporarily or permanently.

Section 6. VEHICLES AND RECREATIONAL VEHICLES. No boat, motor boat, camper, trailer, motor or mobile homes, trucks over 3/4 ton, or similar type vehicle shall be permitted to remain on any lot, or in parking space, at any time, unless by consent of the Association, and if properly stored out of sight in garages.

Section 7. ANIMALS. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purpose and provided further that they are not allowed to run free and are at all times properly leashed and personally escorted.

1405 0858

Section 8. OUTSIDE ANTENNAS. No outside radio or television antennas or satellite dishes shall be erected on any lot or dwelling unit within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 9. EXTERIOR LIGHTS. All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white or non-frost lights or yellow bug bulbs.

Section 10. CONSTRUCTION. Construction activity on a lot shall be confined within the boundaries of the lot. Each lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's failure to collect and dispose of such trash within thirty (30) days after receipt of written notice from the homeowners' association or developer, either may collect and dispose of the rubbish and trash at the lot owner's expense.

Section 11. The lot owner shall keep his lot mowed regularly, including that area from the lot line to the edge of the paved street, and clear of any unsightly objects; in the event that the lot owner breaches this restriction, the Association reserves the right to enter upon said lot and mow the grass, clean up the lot and remove unsightly structures and objects at the owner's expense.

ARTICLE XI.

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Except as provided in Sections 2 and 3 below, annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 2. If the Declarant, its successors or assigns, shall develop all or any portion of any land contiguous to the property which is subject to this Declaration, such additional tract or tracts may be annexed to said Properties without the assent of the Class A members, provided however, the development of the additional tract described in this section shall be in accordance with the same general scheme of development as OAKRIDGE.

Section 3. The rights of Declarant reserved in Section 2 above shall expire automatically on June 1, 1992, if not exercised prior thereto.

ARTICLE XII.

GENERAL PROVISIONS

Section 1. WATER AND SEWER SERVICE. Water service for the development shall be provided by Coastal Plains Utilities, a private utility company. It is mandatory that each lot owner obtain connections to the Coastal Plains Utilities water system. No private well will be permitted on any lot except for irrigation purposes. Sewer service shall be provided by individual septic systems on each lot which shall be the responsibility of the lot owner.

Section 2. ENFORCEMENT. The Association, or any owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, reservations

1405 0859

liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise effect any other provisions which shall remain in full force and affect.

Section 4. LOTS SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of lots and their guests or invitees, shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the owner of any lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 6. AMENDMENT OF DECLARATION. The covenants and restrictions of this Declaration may be amended by an instrument duly recorded in the Office of the Register of Deeds of New Hanover County signed by not less than two-thirds (2/3) of the owners, subject to the provisions of Article V - the Declarant shall be an "owner" as to each lot owned by it and shall have three (3) votes as to each lot owned by it subject to the limitations of Article V - provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. In no event may the Declaration be amended so as to deprive the Declarant of any rights herein granted or reserved unto Declarant, including the right of Declarant to develop contiguous property and to extend the scheme of this Declaration to such other property by the recording of subsequent Declarations as herein provided.

IN WITNESS WHEREOF, HOLLIS GENERAL CONSTRUCTION, INC., the Declarant has caused this instrument to be executed by its proper corporate officers, this the 29th day of January, 1988, and affixed its seal hereto.

DECLARANT:

HOLLIS GENERAL CONSTRUCTION, INC.

BY: Allen Hollis

PRESIDENT

ATTEST:

Wynelle Batton

SECRETARY



1405 0860

STATE OF NORTH CAROLINA

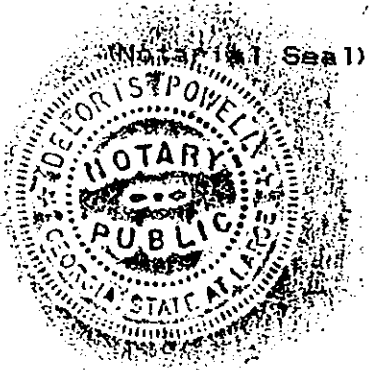
COUNTY OF NEW HANOVER

I, Deloris Powell, a Notary Public in and for the county aforesaid do hereby certify that Wynelle Patton personally came before me this day and acknowledged that she is _____ Secretary of HOLLIS GENERAL CONSTRUCTION, INC., a Georgia corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its _____ Secretary.

Witness my hand and official stamp or seal, this the 29th day of January, 1988.

Deloris Powell
Notary Public

My commission expires: My Commission Expires March 26, 1989.



STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of _____
Deloris Powell
A Notary Public _____
is certified to be correct.
This the 17 day of Feb. 19 88

Rebecca P. Tucker, Register of Deeds
By Phillip [Signature]
Deputy