

BOOK

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RECORDED AND VERIFIED
REBECCA P. TUCKER
REGISTER OF DEEDS
NEW HANOVER CO. NC

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

Dec 10 1 46 PM '86

DECLARATION OF RESTRICTIONS, CONDITIONS,
EASEMENTS, COVENANTS, AGREEMENTS, LIENS
AND CHARGES (OR RESTRICTIVE COVENANTS)

THIS DECLARATION made this 9th day of December, 1986, by W. P. RAWLS and JOHN E. BRYANT, Joint Venturers, hereinafter called "Declarant";

71

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real property located in New Hanover County, North Carolina, as set forth on those certain survey maps or plats entitled:

"Pine Marsh Subdivision" New Hanover County, North Carolina" (hereinafter sometimes referred to as "map"), which maps or plats are recorded in Map Book 26, Page 150, in the Office of the Register of Deeds of New Hanover County, North Carolina, said property being more particularly described on said map or plat; and

WHEREAS, it is the desire and intention of Declarant to sell the above described real property and to impose upon it mutual, beneficial restrictions, conditions, easements, covenants, agreements, liens and charges under a general plan or scheme of improvements for the benefit of all said lands and the future owners of said lands;

NOW, THEREFORE, Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following provisions, restrictions, conditions, easements, covenants, agreements, liens and charges, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

(a) "Declarant" as used herein shall include W. P. Rawls and John E. Bryant and their respective spouses, heirs, successors and assigns.

(b) "Property" generally means the lands known as Pine Marsh Subdivision, New Hanover County, North Carolina, said lands are also known as "Pine Marsh".

(c) "Record" or "Recording" refers to record or recording with the Register of Deeds for New Hanover County, North Carolina.

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(d) "Residential lots" or "lots" means those portions of the property specifically allocated, platted and/or recorded as lots for sale and/or use as single family residence.

(e) "Association" shall mean the Pine Marsh Property Owners' Association, its successors and assigns.

(f) "Restrictions" shall mean the restrictions and covenants set forth in said Declaration of Restrictive Covenants.

2. Applicability: These Restrictions shall apply to all residential lots designated in Paragraph 3 hereunder.

3. Residential Lots Designated: The following numbered lots as recorded on the Pine Marsh Subdivision map are hereby designated for single family residential use: Lots 1 through 4.

4. (a) Reservations: The Declarant reserves the right to change, alter or redesignate roads, utility and drainage facilities, and to change, alter or redesignate such other present and proposed amenities or facilities as may, in the sole judgment of the Declarant, be necessary or desirable, in conformity with the Subdivision Ordinance of New Hanover County.

(b) Variances: The Declarant and/or the Architectural Committee appointed by the Declarant shall have power to and may allow adjustments of the conditions and restrictions herein in order to overcome practical difficulties and prevent unnecessary hardships in application of the regulations contained herein, provided, however, that such is done in conformity to the intent and purposes hereof, and provided, also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustment of height, size, and setback requirements may be granted hereunder.

(c) Building and Site Improvements: No building, fence, wall, bulkheading or other structure shall be erected, placed or altered on any residential lot, nor shall the grade or elevation or physical characteristics including, but not limited to, slopes, ridges, 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 brick siding, etc., site and grading plans (showing the proposed location of such building 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. Refusal of approval of any such plans, location or specifications may be based by the Declarant upon any ground, 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, 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 Declarant. One (1) copy of all plans and related data shall be furnished the Declarant for its records. The Declarant 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.

5. Approval of Plans: (a) No house plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas. The minimum enclosed dwelling area shall be 2500 square feet for all homes. All homes shall also be required to have an enclosed two-car garage attached to the main house structure.

(b) The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall be 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. Failing completion as above set forth, the Declarant shall have the option of repurchase of the lot concerned at the original selling price.

(c) No more than one single-family home may be constructed on any lot.

(d) No log homes are permitted.

(e) No detached buildings are permitted, except a lot owner may apply to the Declarant, or its designated Architectural Committee, for permission to erect a greenhouse or detached storage building or servants' quarters or pool-house, that will be in conformity of design with the main residence on the

owner's lot and which will not be located on a lot in such a way as to impair or obstruct the views of all lot owners, and which will not otherwise in any way detract from or impair the use and enjoyment of any lot in Pine Marsh.

(f) Building setback guidelines shall be flexible, subject to approval of the Declarant, except that each residential structure must be located on any given lot in that area that is specifically designated as "Building Area". No building may obstruct a water view of another lot in the subdivision.

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

(h) Each lot owner shall provide space for parking two automobiles off the street but outside of the enclosed garage, prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Declarant.

(i) The Declarant encourages the planting of flowering shrubs and trees; however, no trees, bushes, shrubs, grasses or other vegetation whatever, may be removed, planted or installed from or on any lot without prior written approval of the Declarant, based upon a site plan, landscaping plan or planting plan submitted to the Declarant.

(j) No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any residential lot other than a detached single-family dwelling not to exceed two (2) stories in height, unless the Declarant approves in writing a structure of more than two stories. Any accessory building permitted under Paragraph 5(e) hereof, may not be constructed prior to the construction of the main building. All garages and carports must be attached the main dwelling. No building or other structure, or part thereof, at any time situate on such residential lots shall be used as a professional office or charitable or religious institution, or for business or manufacturing purpose, or for any use whatsoever other than residential and dwelling purposes as aforesaid; and no duplex residence or apartment house shall be erected or placed on or allowed to occupy such residential lots and no building shall be

altered or converted into a duplex residence or apartment house thereon.

(k) If the finished building or other structure does not comply with the submitted plans and specifications, the Declarant retains the right to make the necessary changes at owner's expense, and the further right to file under the North Carolina lien laws notice of liens for any costs incurred. Any changes in plans or specifications must first be reapproved by the Declarant in accordance with the procedure herein specified.

(l) Property owners are encouraged to have their architects contact the Declarant, prior to any costly design work, for information pertaining to the architectural objectives of Pine Marsh.

(m) No chain link fences, or any other kind of fence that would obstruct a view of any lot in the subdivision, shall be permitted. Any fence to be erected on a lot must be approved, prior to its erection, by the Declarant.

(n) Each dwelling shall have a paved driveway, constructed of a material to be approved by Declarant.

(o) All electrical, telephone and other utility wiring shall be underground.

(p) No outside clotheslines shall be permitted on any lot.

6. Residential Use: (a) All of the above designated lots (Paragraph 3) shall be used for residential purposes exclusively.

(b) No trailer, tent, mobile home, 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.

(c) No fuel tanks or similar storage receptacles may be exposed to view. Any such receptacles may be installed only within an accessory building with a screened area, or buried underground; provided, however, that nothing contained herein shall prevent the Declarant from erecting, placing or permitting the placing of tanks, or other apparatus, on the property for uses related to provision of utility of other service.

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(d) A guest site or like facility may be included as part of the main dwelling or accessory building.

7. 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. No junk cars or other inoperable vehicles may be left in any yard.

(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.

(c) No Satellite Dish antenna system shall be installed on any lot.

8. Assessments: (a) The owner of each residential lot shall, by the acceptance of a deed or other conveyance for such lot, be deemed obligated to pay to Pine Marsh Property Owners' Association an annual assessment or charge to be fixed, established and collected on a lot by lot basis as hereinafter provided. Said annual assessment or charge shall be due on January 1 of the year for which it is assessed, provided that the Association may make provision for payment thereof in installments. Each annual assessment or charge (or installment thereof) shall, when due, become a lien against the lot against which such assessment or charge is made. Upon demand, the Association shall furnish to any owner or mortgagee a certificate showing the assessments or charges, or installments thereof, due as of any given date. Each lot subject to these restrictions is hereby made subject to a continuing lien to secure the payment of each assessment or charge (or installment thereof) when due.

(b) Such assessment or charge shall be in an amount to be fixed from year to year by the Association, which may establish different rates from year to year as it may deem necessary and may establish different rates for various general classifications of lots according to the use or location of said lots. Assessments shall not exceed the sum of \$1,000.00 per year prior to January 1,

1988 exclusive of any assessment required for Community or County owned water and sewer service, at which time a new figure shall be determined by the Association. Declarant shall make up any deficits realized up until January 1, 1988. The Association may levy additional assessments if necessary to meet any emergency conditions arising out of the prosecution of the purpose outlined in 8(c) below.

(c) The funds arising from said assessment or charge or additional assessment may be used for any or all of the following purposes: Maintenance, operation, improvement and protection of the property; collecting and disposing of garbage, ashes, rubbish and the like; maintenance and improvement of the streets, roads, drives, rights-of-way, community land and facilities, lakes, dams, ponds, green areas; enforcing these restrictions; 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 Pine Marsh Subdivision.

(d) Upon the failure of the owner of any lot to pay any such assessment or charge, additional assessment, or installment thereof when due, the Declarant shall have the right on behalf of the Association 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. Such rights and powers shall continue in the Declarant and the lien of such charge 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 ten percent (10%) from the due date thereof, until paid.

(e) 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 manner and to the extent as the Association may determine, in accordance with Paragraph 8(c) hereof, for the benefit of the residents of Pine Marsh Subdivision. The judgment of the Association in the

making of assessments or charges or additional assessments and the expenditures of funds shall be final.

(f) 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.

(g) The Association shall have authority, in its discretion, to borrow money to expend for the purposes set forth in Paragraph 8(c) hereof upon such terms and security and for such periods as it may determine, and to repay such borrowings and the interest thereon from the assessments or charges or additional assessments provided for in this paragraph 8.

(h) No assessments shall be levied on given lot until such time as all streets have been completed up to and in front of said lot.

(i) Expenses for the maintenance and operation of any community amenity, such as a tennis court or pool, shall not be included in this assessment. The expenses for the maintenance of common areas and any amenities shall be determined separately, but shall nevertheless be binding on any lot owner if and when such amenities are constructed.

9. Entry: The Declarant reserves for itself, its successors and assigns, and its agents the right to enter upon any residential lot, such entry to be made by personnel with tractors or other suitable devices, for the purposes of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, or for the purpose of building or repairing any land contour or other earthwork, which in the opinion of the Declarant 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 Declarant and its agents may likewise enter upon any lot to remove any trash which has collected without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant to undertake any of the foregoing.

10. Sales and Rentals: (a) In the event an owner desires to sell property (including improvements, if any) within Pine Marsh Subdivision, then

said owner shall be permitted to place a "For Sale" sign on his lot and another at the entrance to the subdivision, but any such sign shall not exceed 2 feet by 2 feet in size, exclusive of the standard on which it is mounted.

(b) In the event an owner desires to lease property (including improvements, if any), within Pine Marsh Subdivision, then said owner shall, if the Declarant so elects, submit a proposed written lease agreement to the Declarant for its approval prior to any such leasing actually taking place, and any such leasing may be subject to rules and regulations established therefor from time to time by the Declarant or the Homeowners Association.

11. Miscellaneous Easements: The Declarant reserves unto itself, its 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 telephone equipment, gas, sewer, water or other public conveniences of utilities on, in or over each lot numbered 1 through 4. The Declarant may cut drainways for surface water whenever action may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include 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. 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 itself, its successors or assigns, the right to replat any two (2) or more contiguous lots, that are owned by the Declarant, shown on the plat of the 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 to be limited to the relocation of easements, walkways, and rights-of-way to conform to the new boundaries of the said replatted lots. No lot shall be

increased in size by filling in the waters on which it abuts without prior written approval of the Declarant and state and federal agencies.

13. Docks, etc.: (a) No private docks, piers, moorings, boat houses, slips or similar structure may be erected on, placed on or connected to any lot, unless specifically authorized in the deed to said lot.

(b) All lot owners who construct or cause to be constructed private docks, piers, moorings, boat houses, slips or similar structure pursuant to Paragraph 13(a) hereof must maintain said structures in good repair and keep the same clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Declarant shall be the judge as to whether such structures are clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards, and where the Declarant notifies the particular lot owner in writing that such structures fail to meet acceptable standards, said lot owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Declarant, and that failing to so remedy such conditions, the lot owners hereby covenant and agree that the Declarant may make the necessary repairs, but is not obligated to make such repairs or take such action as will bring such structures up to acceptable standards, all such repairs and actions to be at the expense, solely, of the lot owner in question.

14. Approval: Prior to purchasing any lot, the purchases must be approved as a member of the Association and by the recording of the deed to the lot purchased becomes and agrees to continue to be a member of the Association and agrees to abide by, and be subject to, the charter and by-laws of the Association and these Restrictions. Any purchaser, his heirs, or assigns, who purchases residential property in Pine Marsh Subdivision at a sale held pursuant to foreclosure of, or sale under a power of sale contained in, a deed of trust or mortgage executed to secure an indebtedness to a bank, savings and loan association or insurance company, shall be automatically approved as a member of the Association, provided the following conditions have been fully complied with:

(i) That upon default in the payment of the indebtedness secured by said deed of trust or mortgage, the Debtor has offered in writing to assign said indebtedness, all notes evidencing same, and the deed of trust or mortgage securing

same, to the Declarant for the amount due thereon, which said offer shall have remained open for thirty (30) days and (ii) the Declarant shall have refused to accept said offer.

15. Covenants Run With the Lands: All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Declarant, for a period of ten (10) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of lots substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

16. Violations: In the event of a violation or breach of any of these Restrictions by any lot owner, or agent of such owner, the Declarant or owners of any other property in Pine Marsh 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 Declarant shall have the right, whenever there shall have been built on any lot any structure which is in violation, and said violation continues to exist, the right to 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 for removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition 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.

17. Modifications: The Declarant specifically reserves the right to amend or change any part or all of the restrictions, covenants, and conditions herein set out by the filing in the Office of the Register or Deeds of New Hanover County, prior to the conveyance of more than two lots in the subdivision, a declaration of amended restrictive covenants, which such amendments, modifications, or additions to the restrictive covenants contained in this

Declaration which shall be made applicable to the conveyance of lots made subsequent to the recording of such declaration of amended restrictive covenants.

18. Dedication to Public Use: Nothing in these Restrictions shall dedicate (or be deemed to dedicate) to public use any of the streets, bridges, common lands or other grounds within Pine Marsh Subdivision, unless the recorded plat or any deed to a lot in said subdivision shall contain any such dedication, or unless the New Hanover County Subdivision Ordinance and/or any other applicable law or regulation requires such dedication to public use.

19. Easement of Access and Open Space: (a) Each and every lot owner is hereby granted an easement to pass over, use and enjoy open spaces now or subsequently designated on recorded plats as community open space, and all roads, bridges, and rights-of-way, provided, however, that the Declarant, its successors and assigns, and the Homeowners Association, shall, in their sole discretion, retain the right to establish rules and regulations for the use and enjoyment of all such property.

(b) The Declarant reserves the right to erect and maintain utilities, drainways, and other public conveniences in common lands, including the right to cut any trees, bushes or shrubbery, make any gradings of the soil, build buildings or take any similar action reasonably necessary to desirable to provide economical and safe installation and service, to establish reasonable fees, and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by a licensee of the Declarant.

(c) The Declarant expressly reserves to itself, and its successors and assigns, every reasonable use and enjoyment of said common lands, facilities, roads and bridges, in a manner not inconsistent with the provisions of this Declaration.

(d) It is expressly understood and agreed that the granting of these easements in no way places a burden of affirmative action on the Declarant, that the Declarant is not bound to make any of the improvements noted herein, or extend to the grantee any service of any kind.

20. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, nor oil, gas or mineral exploratory activity, shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot; nor shall sand, clay, or other

materials be removed from any lot for use elsewhere.

21. All signs such as builders signs, realty signs, etc., shall be approved by the Declarant. Under no circumstances may signs be nailed to trees. Such signs may be used only on a temporary basis as required.

22. No mail box or paper box or other receptacle of any kind for the use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building lot unless and until the size, location, design and type of material for said box or receptacle shall have been approved by the Declarant.

23. Exterior radio and television aerials for reception of commercial broadcasts shall not be permitted in the Pine Marsh Subdivision; and no other aerials (for example, without limitation, amateur short wave or ship to shore) shall be permitted in Pine Marsh without permission of the Declarant as to design, appearance and location.

24. During construction all vehicles involved including those delivering supplies must enter the building lot on the driveway only as approved by the Declarant so as not to damage unnecessarily trees, street paving and curbs. During construction builder must keep the homes, garages, and building sites clean. All building debris, stumps, trees, etc., must be removed from each building lot by builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.

25. All grass area of yards must be sodded and must have underground sprinkling for watering purposes.

26. No property owner will do or permit done any act upon his property which may be or is or may become a nuisance to any other property owner or resident. There shall be no discharging of firearms, guns or pistols, of any kind, caliber, type, or method of propulsion, and no hunting of any type shall be carried on or conducted on said land.

27. No sign of any character shall be displayed upon any part of the property except a sign bearing the name of the owner, size 5 inches by 20 inches, to be approved by the Declarant.

28. No animals, birds, or fowl shall be kept or maintained on any part of the property except dogs, cats and pet birds, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not

for any commercial use or purpose. All pets must be kept under control at all times, and must not become a nuisance by barking or other acts.

29. No boats or canoes on or off trailers may be parked overnight on any part of the property unless inside an enclosed garage. These prohibitions also apply to the common easement area.

30. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon, including vacant parcels.

31. No changes in the elevations of the land shall be made on the premises without prior written approval of the Declarant, nor any fill used to extend the property beyond the lot and bulkhead line on any waterfront property.

32. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid, or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

33. The Declarant may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

34. The Declarant may at any time release any one or more lots shown on the plat of the Property from any or all of the restrictions and covenants running with the land herein set forth, and also from any and all additional restrictions and covenants imposed pursuant to any provisions of this Declaration, provided the written consent thereto of the owner or owners of not less than three-fourths in number of the lots shown on said plats shall be obtained.

35. If the Declarant shall transfer or assign the development of such subdivision or if it shall be succeeded by another in the development of such subdivisions, then such transferee, assignee, or successor shall be vested with the several rights, powers, privileges or authorities given said Declarant by any part or paragraph hereof. The foregoing provisions of this paragraph shall be automatic, but the Declarant may execute such instrument as it shall desire to evidence the vesting of the several rights, powers, privileges and authorities in such transferee, assignee or successor. In the event that

at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges and authorities given said Declarant under the provisions hereof, such rights, powers, privileges and authorities shall be vested in and exercised by a committee to be elected or appointed by owners of a majority of the lots of said land in such event such committee shall then have the same rights, powers, privileges and authorities in said committee except in the event aforesaid.

36. The owner, from time to time, of each lot, prior to commencement of the erection of any residence on such lot, shall cut, or cause to be cut, and keep cut or cause to be kept cut, all weeds and brush on such lot and shall remove any resulting debris. Should such owner fail to do so, the Declarant may do so, and the reasonable expenses thereof shall be paid by such owner to the Declarant within thirty days thereafter. In the event of a failure of such owner to pay the Declarant as above provided, the Declarant shall have the right to file a notice of lien in the office of the Clerk of the Superior Court of New Hanover County, North Carolina, and from and after the filing of such notice of lien, the Declarant shall have a lien on such lot for the payment of such sum, with interest at the rate of 8% per annum, all in like manner as if the Declarant had performed such work at the instance and request of such owner. Any such lien, however, shall be subordinate and inferior to any mortgage then or thereafter encumbering such lot.

37. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person claiming under the Declarant shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the Declarant, or any person or persons owning any residential lot on said land: (a) To prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation, provided however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies nor or hereafter provided by law. Without limiting the foregoing provisions of this paragraph enforcement of these covenants and restrictions may be by the Pine Marsh Property Owners Association, of which every record owner of a fee or undivided fee interest in any lot