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

Aug 9 12 21 PM '91

STATE OF NORTH CAROLINA

DECLARATION OF RESTRICTIONS  
SUMMER REST LANDING

COUNTY OF NEW HANOVER

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KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned corporation, SAMCO OF WILMINGTON CORPORATION (hereinafter referred to as "Declarant"), is the owner of all of the interest and equity in that certain tract of land known as SUMMER REST LANDING, and it is the desire of the undersigned, to ensure the use of said property for attractive residential purposes only, 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 home with no greater restriction upon the free and undisturbed use of his lot than is necessary to ensure the same advantages to the other lot owners;

NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms, or corporations owning or hereafter acquiring any property in SUMMER REST LANDING, that all of the lots in said subdivision as shown upon a map recorded in Map Book 32 at Page 24, of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

FIRST. RESIDENTIAL USE ONLY: All lots shall be known as single-family residential lots, and shall be used for residential purposes only.

SECOND. SIZE OF STRUCTURES: No single-family dwelling containing less than 2,000 square feet of heated floor space will be allowed on any lot. No two-story dwelling containing less than 2,400 square feet of heated floor space will be allowed on any lot. No three-story dwelling containing less than 3,000 square feet of heated floor space will be allowed on any lot.

An attached garage for not less than two (2) cars must be constructed on each lot at the time of construction of the primary dwelling located thereon.

In cases where the square footage area computed as provided herein is not more than ten percent (10%) below the minimum requirements established herein, Declarant or its designated agents may, in its sole discretion, approve the construction of the dwelling if it is in conformity with the general development of the Subdivision.

Driveways on each lot shall be constructed of exposed aggregate approved by Declarant or its designated agent.

DRAWN BY  
*Chas. J. Hill*  
RETURNED TO  
*Chas. J. Hill*

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**THIRD. DETACHED STRUCTURES:** All detached structures, including pump houses, constructed on any lot shall conform to the design and material specifications and colors approved for the dwelling constructed thereon.

**FOURTH. EXTERIOR COMPOSITION:** Residences shall be constructed in the historical Savannah, Louisiana, Charleston, or Deep South Plantation styles, and each home shall have covered porches on at least two (2) of the four (4) main exterior elevations. No concrete block, concrete brick, asbestos siding, aluminum siding, cinder block nor tar paper composition shall be used for the exterior of any dwelling constructed on any lot.

**FIFTH. SETBACKS AND SIDELINES:** Setbacks from front, side, and rear lot lines shall conform to the requirements of the New Hanover County zoning, land use, and subdivision ordinances.

**SIXTH. USES PROHIBITED:** No lot shall ever be used for business, manufacturing, commercial or professional purposes, it being intended that all lots are restricted to residential use only.

**SEVENTH. TEMPORARY STRUCTURES:** No house, trailer, mobile home, tent, shack, garage, or temporary structure of any nature, shall be located on any lot or used at any time as a dwelling, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

**EIGHTH. FENCING:** Declarant reserves the right, in its sole discretion, to approve all fencing plans for any lot subject to this Declaration. Any owner of any lot who desires to erect a fence thereon must first submit a perimeter plan for said fencing, along with the specifications on materials and design to Declarant and obtain Declarant's approval prior to the beginning of construction of said fence. Fencing along the outside perimeter of the entire subdivision lot lines shall be maintained by the **SUMMER REST LANDING OWNERS ASSOCIATION** perpetually. **Maintenance Easement:** an easement 10' in width shall run along the entire perimeter of the subdivision for maintenance for the same, from time to time, as needed.

**NINTH. CLOTHES LINES:** The outdoor drying of clothes and the erection of outdoor clothes lines or similar devices shall be subject to the approval of Declarant, and then only when thoroughly screened from view.

**TENTH. YARD SALES:** No yard sales or garage sales shall be permitted upon any lot.

**ELEVENTH. SIGNS:** No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot, except that one sign per lot, not to exceed five (5) square feet in area, may be used to advertise a completed dwelling for sale. No "For Sale" signs are allowed on any unimproved lot except by Declarant. This covenant

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shall not apply to signs erected by the Owner of the lot (individual or Declarant) used to identify and advertise the Subdivision as a whole, by the general contractor/builder of the residence doing the construction, or by a bank or mortgage bank advertising that it has provided the financing for said construction, provided that such financing advertising is included on and made a part of the general contractor's/builder's sign.

**TWELFTH. FUEL TANKS, STORAGE RECEPTACLES, ETC.:** No fuel tanks or similar storage receptacles located on any lot may be exposed to public view. Any such receptacles must be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

**THIRTEENTH. SATELLITE DISHES, ETC.:** Possession and placement of television antennas, or television or radio satellite dishes shall require the express written approval of Declarant. Thorough and effective screening for the same shall be one of the essential conditions for the granting of such approval by Declarant.

**FOURTEENTH. ANIMALS, NUISANCES, ETC.:**

(a) No noxious or offensive activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property which may be or may become an annoyance or nuisance to the neighborhood.

(b) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Barking dogs shall be muzzled and restrained by their owners to the satisfaction of the surrounding residents. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of any lot so that no person shall quarter on said lot cows, horses, bees, hogs, sheep, goats, guinea fowls, chicks, geese, rabbits, chickens, turkeys, skunks, snakes, or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) household pets will be permitted on any lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification, and further, must be kept on a leash when not confined within the fenced area.

(c) Unsightly or inoperative junk cars, equipment, materials and like exposures cannot be maintained on the property either prior to or after the residence has been erected on any lot. Further, automobile maintenance and repair should occur inside the garage, and at no time shall automobiles be allowed to be placed on jacks or blocks, in the view of neighboring residents, even for a brief time period.

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**FIFTEENTH. CONSTRUCTION APPROVALS:**

(a) It is the intent of the Declarant that all home construction should be in and consistent with the historical Savannah, Louisiana, Charleston, or Deep South Plantation styles. All building plans for any structure to be constructed shall be approved by the Declarant prior to the beginning of construction. Front, rear and side elevations, together with specifications on the exterior siding, windows, doors, roofing and exterior colors, (together with actual color samples to be submitted simultaneously with the specifications referenced herein), as well as complete interior floor plans, must first be submitted to Declarant for review and approval prior to the beginning of construction, to include sitework. Should owner or builder fail to construct the home according to the plans as approved by Declarant, Declarant reserves the right to halt construction until such plans as approved are followed.

(b) Landscaping shall be approved by the Declarant simultaneously with the building plans. Plans submitted for approval shall include a site plan with lot lines, building outlines, driveways and parking areas. It is the intent of the Declarant to maintain the natural beauty of the lots subject to this Declaration, and to leave in place all trees with a caliper of three inches or more on the property. Such trees shall not be removed without the approval of the Declarant. Landscaping plans shall include sufficient cover to screen air condition compressors, trash receptacle areas, and shall provide visual breaks to the building foundation. Each lot shall include significant areas of turf, and all landscaping shall be maintained and watered by underground irrigation sprinkler systems. At the time of submission of the landscaping plans, the lot owner shall submit a detailed sprinkler system plan for approval by Declarant, and the contractor to be employed for installation of the system shall be approved by the Declarant. All landscaping shall be consistent throughout the subdivision in plans and materials. All landscaping, including underground irrigation and sprinkler systems, shall be purchased and installed at the expense of the individual lot owner. The duties and responsibilities for repair and maintenance of the same, however, shall belong to the SUMMER REST LANDING OWNERS ASSOCIATION, INC., and, to that end, a perpetual right of ingress, egress and regress is hereby granted to the said SUMMER REST LANDING OWNERS ASSOCIATION, INC.

(c) All trash and debris shall be cleaned from the site within fifteen (15) days after completion of the main structure on any lot. During construction, trash and debris shall be removed from the site daily to prevent unsightly accumulations and the resulting spread thereof to adjacent property. Dumpsters or fenced areas shall be required for the placing of loose trash and debris. Dumpsters shall not be placed within any street right of way. Upon a lot owner's failure to collect and dispose of such trash and debris within fifteen

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(15) days after receipt of written notice from the Declarant, Declarant may collect and dispose of same at the lot owner's expense.

(d) All property improvements on any lot must be completed within six (6) months after the beginning of construction.

(e) Declarant may appoint a committee to assist it in the review of plans and specifications hereunder. After all lots have been sold and closed, all of Declarant's responsibilities for such approvals will be turned over to a committee appointed for such purpose by SUMMER REST LANDING OWNERS ASSOCIATION, INC.

(f) No structure, planting or other material may be placed in such a manner or location as to impede the installation and maintenance of utilities and drainage facilities, unless the location and manner of use thereof has been first approved in writing by the Declarant.

**SIXTEENTH. PARKING:** No vehicles other than personal automobiles, vans, minivans, pickup trucks, and motorcycles may be parked on the lots subject to this Declaration.

**SEVENTEENTH. EASEMENTS AND MAINTENANCE:**

(a) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of SUMMER REST LANDING. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements.

All maintenance required hereunder shall also include that area from the lot line to paved streets and any easements that traverse any portion of the lot.

(b) The maintenance of all yards, driveways, private streets, and other common areas, including mowing, raking, cleaning, and other landscaping, shall be the responsibility of the Owners Association, and the cost of same shall be a common expense of the Association.

(c) The general grading, slope and drainage plan of a lot may not be altered without the express written approval of New Hanover County authorities, and Declarant, and other appropriate agencies having authority to grant such approval.

(d) Each lot owner shall maintain the exterior of all buildings, fences not installed by Declarant, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts,

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Community Water System, or their successors. Lot owners may, however, drill shallow wells for irrigation purposes and for non-domestic usage. An eight (8) foot radius from each water meter shall be an easement for maintenance and repair of such meter. Additionally, the front ten (10) feet of each lot is hereby reserved for utility easements.

The Declarant hereby grants an easement to the community water company along all streets and roads in the subdivision for the purpose of installing, maintaining, repairing and replacing water lines.

(b) Sewage disposal systems shall be only into the New Hanover County sewage collection system.

**TWENTY-SECOND. BOAT SLIPS AND DOCKING FACILITIES:** Each lot set forth on the Subdivision plat recorded in Map Book 32, at Page 24, of the New Hanover Registry, Exhibit "A", shall include a Class "A" membership in the non-profit corporation established by the Declarant and known as **SUMMER REST LANDING YACHT OWNERS ASSOCIATION, INC.**, and by acceptance of a deed to a lot subject to this Declaration, every owner shall be deemed to own, possess, and have accepted such membership. Membership in the said Association shall include the obligation to pay assessments pursuant to the By-laws and Declarations of that Association, and, by virtue of membership in the said Association, each lot owner shall be assigned one non-severable boat slip in the marina dock area as shown on that plat of the **FACILITIES OF THE SUMMER REST LANDING YACHT OWNERS ASSOCIATION, INC.**, together with the right to use the other amenities, facilities, and common areas of the said Association. The rights, responsibilities, and duties of each lot owner in respect to membership in **SUMMER REST LANDING YACHT OWNERS ASSOCIATION, INC.**, is set forth in the Articles of Incorporation of the said Association, the Declaration of Covenants, Conditions, and Restrictions of **SUMMER REST LANDING YACHT OWNERS ASSOCIATION, INC.**, and in the By-laws of the Association, reference to which is hereby made.

**TWENTY-THIRD. OWNERS ASSOCIATION:** To provide for the maintenance, repair, upkeep and replacement of the private streets, street signs, yards, subdivision sign, walkways, and other amenities and common areas, Declarant has formed **SUMMER REST LANDING OWNERS ASSOCIATION, INC.**, a non-profit corporation organized pursuant to Chapter 55A of the General Statutes of North Carolina. The Association shall be responsible for providing any necessary liability insurance. The Articles of Incorporation for said corporation are recorded in Book 1563, at Page 962 of the New Hanover County Registry. The By-Laws for said corporation are attached hereto as Exhibit "B", and are incorporated herein by reference.

Every owner of a fee simple title to a lot subject to this Declaration shall be deemed to own, possess and have accepted:

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exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner. The maintenance referenced herein shall be supervised and regulated by the Owners Association. In the event that the lot owner shall fail to comply, the Owners Association is expressly hereby authorized, and the lot owner hereby expressly agrees, that said maintenance and/or repair may be effected by the said Owners Association with the expenses incurred for the same to be assessed against the individual lot owner as a special assessment and subject to the regulations regarding liens and assessments as set forth herein in Paragraph Twenty-Fourth.

**EIGHTEENTH. STORMWATER RUNOFF REGULATIONS:** Restriction of built upon areas:

A. Built upon area, defined: Built upon area shall mean that portion of each lot that is covered by impervious or partially impervious cover, including building, pavement, recreational facilities, etc., but not including decking. The built upon area for each lot shall not exceed 4,280 square feet, unless and until, the State of North Carolina shall revise its stormwater runoff regulations to permit a greater built upon area for each lot.

B. Built upon area, restricted: No more than 4,280 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways, driveways or patios of brick, stone, slate or similar materials, all of which constitute effective impervious cover which is controlled by North Carolina Coastal Stormwater Regulations. The Declarant reserves the absolute right to re-calculate the maximum allowable built upon area for each lot if required by North Carolina Coastal Stormwater Regulations. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina, and therefore compliance may be enforced by the State of North Carolina.

**NINETEENTH. UTILITY EASEMENTS RESERVED:** Declarant reserves the right to subject the real property subject to this Declaration to a contract with Carolina Power and Light Company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payment to Carolina Power and Light Company by the owner of each residence.

**TWENTIETH. POST AND PAPER BOXES:** Each lot shall have only one (1) mailbox and one (1) paper box to be mounted on a single post, and all such boxes shall be as approved by Declarant.

**TWENTY-FIRST. WATER AND SEWER:**

(a) All water to be used for domestic purposes shall be obtained from the Community Water System, unless other sources are approved by the City-County Board of Health and the owner of the

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(a) The membership in the SUMMER REST LANDING OWNERS ASSOCIATION, INC., appertenant to his lot(s);

(b) An undivided equal interest with all other owners, for each membership in the Association owned, in the Association and all of its assets;

(c) An easement of enjoyment, equal to that of all other owners, in and to the common areas and amenities, subject to the right of the Association to dedicate or transfer all or any part of the common areas and amenities, for such purposes and subject to such conditions as the Association may determine, acting by and pursuant to the provisions of its duly enacted By-Laws.

(d) The duty of complying with and abiding by all of the provisions of these Articles, the By-Laws of the Associations and the Rules and Regulations of the Associations, including the payment of dues and assessments as provided elsewhere herein.

**TWENTY-FOURTH. LIENS AND ASSESSMENTS:** The Association has heretofore been given the authority to administer the operation and management of the common areas and the amenities 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 subject hereto to properly administer the operation and management of the common areas and amenities. The Association will incur, for the mutual benefit of all the owners of such 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, which for the purposes of these By-Laws shall be deemed to include, but not be limited to, the common areas and amenities, and all other improvements, the following shall be operative and binding upon the owners of all lots:

(1) The owner of any lot subject hereto, with the exception of the Declarant, 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.

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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. The personal obligation for delinquent assessments shall not pass to any successor in title unless expressly assumed by him.

(iii) Until all of the lots are sold in the subdivision, such that each owner pays an equal pro-rata share of the Association's expenses, Declarant shall pay any remaining expenses that are direct operating expenses of the day to day operation of the Association and its facilities, and not otherwise paid by the assessments assessed to the lot owners. Declarant shall not be responsible for contribution to any capital improvement expense or contingency fund established by the Association.

(iv) Notwithstanding the foregoing, no lot owner shall be required to pay more than the pro-rata one-third share of the Association expenses attributable to his or her membership.

(2) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the property in particular for the maintenance, repair and replacement of all common areas, including, but not limited to, all amenities and streets.

(3) The annual assessments 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) 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 or replacement of a capital improvement to the common areas, amenities and streets, provided that any such assessment shall have the assent of a majority of the vote of the members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed to the uniform rate for all lots and may be collected on a monthly basis.

(5) Written notice of any meeting called for the purpose of taking any action authorized under (4) shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance

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of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) 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 one-half (1/2) 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) The annual assessments provided for herein shall be collected on a quarterly basis and shall commence as to all lots on the first day of the month following recordation of this Declaration of Restrictions. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Upon the transfer of each lot, the new owner shall pay to the Association the balance of the assessment due for the quarter in which the transfer occurs, together with the quarterly payment for the succeeding quarter.

(7) Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of fourteen percent (14%) per annum from the date due until paid. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose on 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.

(8) 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

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absorbed and paid by all owners of all lots as 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.

**TWENTY-FIFTH. INVALIDATION:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

**TWENTY-SIXTH. VIOLATION:** If the parties hereto, or any of them, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons, owning any real property subject to this Declaration to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing or to recover damages or other dues for such violation.

**TWENTY-SEVENTH. VALIDITY:** 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 declarant, for a period of twenty (20) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

**TWENTY-EIGHTH. DECLARANT'S RIGHT TO AMEND:** So long as Declarant owns a majority of the lots subject to this Declaration, Declarant shall have the right, at any time prior to December 31, 1995, to amend these Restrictions, in whole or in part, without the consent or joinder of any owner of any lot in said subdivision. Declarant shall, however, give to the lot owners in said subdivision adequate notice of such amendment.

**TWENTY-NINTH. ANNEXATION OF ADDITIONAL PROPERTIES.** Declarant reserves the right to annex additional properties other than those properties herein made subject to this Declaration, and such annexation shall be made without approval by the owners of any lots or tracts herein made subject to this Declaration. declarant shall, however, give to the lot owners in said subdivision adequate notice of such annexation.

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IN TESTIMONY WHEREOF, SAMCO OF WILMINGTON CORPORATION has caused this instrument to be signed in its corporate name by its President and attested by its Secretary, and sealed with its corporate seal, this 9<sup>th</sup> day of August, 1991.



J. Sanders, Sec.  
J. Sanders, Secretary

SAMCO OF WILMINGTON CORPORATION

BY: Nathan S. Sanders, Pres.  
Nathan S. Sanders, President

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, a Notary Public of said County and State, do hereby certify that Judia B. Sanders personally appeared before me this day and acknowledged that she is the Secretary of SAMCO OF WILMINGTON CORPORATION, a North Carolina Corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal, and attested by herself as its Secretary.

Witness my hand and notarial stamp or seal, this the 9<sup>th</sup> day of August, 1991.

Daniel D. Mahal  
Notary Public

My Commission Expires:  
10-14-95  
(AFTER NOTARIAL SEAL)



STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing/Annexed Certificate/s of

Daniel D. Mahal  
Notary (Notarize) Public is/are certified to be correct.

This the 9<sup>th</sup> day of Aug., 1991

Rebecca P. Tucker, Register of Deeds  
REBECCA TUCKER CHRISTIAN  
By: Linda P. Alton  
Deputy/Assistant

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## EXHIBIT "A"

BY-LAWS  
OF  
SUMMER REST LANDING OWNERS ASSOCIATION

## ARTICLE I

## General Provisions

SECTION 1. - IDENTITY: These are the By-Laws of SUMMER REST LANDING OWNERS ASSOCIATION, a nonprofit corporation organized pursuant to the laws of the State of North Carolina; the Articles of Incorporation for which have been recorded in Book 153, at Page 0662, in the Office of the Register of Deeds of New Hanover County, North Carolina.

SECTION 2. - INCORPORATION: The provisions of these By-Laws supplement and are enacted pursuant to the provisions of the above referenced Articles of Incorporation and are applicable to the record owners of lots located upon or within that certain development of real property known as SUMMER REST LANDING, as shown upon a map thereof recorded in Map Book 32, at Page 24, of the New Hanover County Registry, as well as other lots or tracts made subject to the Declaration of Restrictions of SUMMER REST LANDING.

SECTION 3. - APPLICATION: These By-Laws shall, in conjunction with the above referenced Articles of Incorporation govern the affairs, rights, privileges, duties and obligations of the Association, all owners, the Developer, all mortgagees, beneficiaries under Deeds of Trust, Lessees and occupants of all lots subject hereto, their employees and all others who may use or enjoy any of the property subjected hereto, and the acceptance of a Deed for or conveyance of, or the succeeding to title to, or the entering into a lease for, or the actual occupancy of, or use of a lot, the common areas, streets, and amenities, or any of the improvements thereon by any of the above shall constitute an acceptance by the same of the provisions of these By-Laws, the Rules and Regulations enacted pursuant hereto and the provisions of the herein above referenced Articles, and an agreement to comply and abide by the same.

SECTION 4. - PRINCIPAL OFFICE: The principal office of the Association and of the Board of Directors shall be located at 110 Hinton Avenue, Wilmington, North Carolina 28403

**ARTICLE II.**

**Membership**

**SECTION 1. - IDENTIFICATION:** The Association shall have two classes of voting memberships:

**Class A.** Class A members shall be those Owners, with the exception of the Developer until its Class B membership has converted to Class A membership, who own lots within SUMNER REST LANDING and such other owners of lots that may be made subject to that Declaration of Restrictions of SUMNER REST LANDING. Each Class A member shall be entitled to one vote for each such lot so owned.

**Class B.** The Class B member shall be the Developer, and it shall be entitled to two (2) votes for each lot owned by it. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or on December 31, 1995.

**SECTION 2. - RECORDS:** The Secretary of the Association shall maintain at the principal office of the Association a register of all of the current owners of memberships in the Association and the mailing address of each owner and of all mortgagees or beneficiaries under Deeds of Trust of all such lots.

**SECTION 3. - VOTING RIGHTS:** If a membership is owned by one (1) person his right to vote shall be established by the record title to his lot. If a membership is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for such membership shall be designated by a certificate signed by all of the record owners of such membership and filed with the Secretary of the Association. If a membership is owned by a corporation, the person entitled to cast the vote for that membership shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or the Assistant Secretary of such corporation and filed with the Secretary of the Association. If a membership is owned by a partnership, whether general or limited, or a joint venture, the certificate designating the voting member shall be signed by all partners or joint venturers, as the case may be. Such certificates shall be valid until revoked or superceded by a subsequent certificate or until a change occurs in the ownership of the membership concerned. A certificate designating the person entitled to cast the vote of a membership may be revoked by any owner of such membership. If such a certificate is not on file, the vote of such membership shall not be considered in determining the requirements for a quorum nor for any other purpose under these By-Laws.

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**SECTION 4. - MORTGAGEES AND TRUSTEES UNDER DEEDS OF TRUST:** In the event that any such lot is conveyed by mortgage or by Deed of Trust, then the rights, duties, obligations, powers and privileges appurtenant to the membership appurtenant to such lot shall be exercised by the owner of the equity in the lot, and not by the mortgagee under any mortgage or the trustee or beneficiary under any Deed of Trust against such lot.

**SECTION 5. - ANNUAL MEETINGS:** Subject to the provisions of Article VI of these By-Laws, the annual meetings of the Association shall be held on the first Monday in September of each year unless such date shall occur on a legal holiday, in which event, the meeting shall be held on the next succeeding business day. The purpose of the annual meeting shall be for the election of the Directors of the Association for the succeeding year and for the transaction of any and all business of the Association as may properly come before the meeting.

**SECTION 6. - SPECIAL MEETING:** It shall be the duty of the President to call a special meeting of the membership if so directed by resolution of the Board of Directors or upon a petition calling for a special meeting presented to the Secretary of the Association and signed by at least twenty-five percent (25%) of the owners of memberships in the Association. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

**SECTION 7. - NOTICE OF MEETINGS:** The Secretary shall mail to each owner of a membership in the Association notice of each annual or special meeting of the membership at least ten (10) days but not more than sixty (60) days prior to such meeting stating the purpose thereof as well as the time and place where it is to be held. Said notice shall be mailed to the address which the owner of each membership has designated to the Secretary and maintained by the Secretary on his current register of owners. The mailing of a notice of a meeting in the manner provided in this section shall be considered service of notice.

**SECTION 8. - ADJOURNMENT OF MEETINGS:** If any meeting of the membership cannot be held because a quorum has not attended, a majority of the membership who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not more than forty-eight (48) hours from the time the original meeting was called.

**SECTION 9. - QUORUM:** A quorum at all membership meetings shall consist of persons representing and entitled to cast the vote appurtenant to at least fifty-one percent (51%) of the memberships in the Association. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the membership, except when approval by a greater number of members is