

BOOK

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RECORDED AND VERIFIED  
NEW HANOVER COUNTY  
REGISTER OF DEEDS  
NEW HANOVER CO. NC

AUG 5 9 55 AM '87

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR WRIGHTSVILLE GREEN

THIS DECLARATION, made the 29 day of JULY, 1987, by  
W-G CONSTRUCTION, INC., a North Carolina corporation, hereinafter  
referred to as "DECLARANT";

WHEREAS, DECLARANT is the owner or contract purchaser of certain  
property in New Hanover County, North Carolina, which is more  
particularly described as follows:

ALL of the land known as WRIGHTSVILLE GREEN as comprised by those  
tracts or Properties more particularly described in Exhibit "A"  
attached hereto: Section 1 of WRIGHTSVILLE GREEN having been recorded  
in Map Book 27 at Page 114, New Hanover County Registry.

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 part thereof, their heirs, successors and assigns,  
and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. ASSOCIATION shall be used interchangeably to  
mean and refer to WRIGHTSVILLE GREEN HOMEOWNERS ASSOCIATION, INC., a  
non-profit corporation formed or to be formed by the developer  
primarily as a homeowners association for the lot owners in  
Wrightsville Green, all of whom shall be members of the Association.

**RETURNED TO**

PREPARED BY:  
POISSON, BARNHILL & BRITT  
P. O. BOX 807  
WILMINGTON, N. C. 28402

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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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The undersigned owners, being the owners of all of the property in WRIGHTSVILLE GREEN other than the property owned by DECLARANT, join in the execution of this instrument solely for the purpose of giving their consent to the execution of this document by and subjecting the lots they own to the provisions hereof, and nothing herein contained shall be construed to establish them as the developers of the properties.

Section 3. PROPERTIES shall mean and refer to that certain real property hereinbefore described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. LOT shall mean and refer to any plot of land shown upon the last recorded subdivision map of the Properties on which such plot appears (provided said map has been approved by Declarant), with the exception of the Common Area, and non-residential areas.

Section 5. LOT IN USE shall mean and refer to any lot on which a dwelling unit, has been fully constructed and occupied as a dwelling unit.

Section 6. COMMON AREA shall mean all real property owned by the Association for the common use and enjoyment of members or designated classes of members of the Association, including private streets, limited Common Area and amenities.

Section 7. DECLARANT shall mean and refer to W-G CONSTRUCTION, INC., and its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the DECLARANT for the purpose of development. The address of the DECLARANT is 264 Greenville Avenue, Wilmington, North Carolina 28403.

Section 8. 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 of enjoyment 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 the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of 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. 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 WRIGHTSVILLE GREEN, in order to extend the scheme of this Declaration to other property, if any, to be developed and thereby bring such additional properties within the jurisdiction of the Association. Each

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additional parcel or tract of land, with the improvements thereon or to be placed thereon, if any, which is subjected to this Declaration shall be designated consecutively as "Section 2", "Section 3", "Section 4", and such other similar designations for any additional phases added.

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 amenities or facilities 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 or patio home use of the lots within the development.

**ARTICLE IV  
EASEMENTS**

Section 1. Easements are reserved as necessary in the Common Areas for installation and maintenance of underground utilities and drainage facilities.

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 if necessary.

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, or drainage structures on any lot or other common areas and facilities, whether or not the cause of any or all of those activities originates on the unit 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;

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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 WRIGHTSVILLE GREEN, 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 areas in the performance of their duties.

Section 6. In case of any emergency originating in or threatening any structure or building on any lot or the common areas and facilities, regardless whether the lot owner is present at the time of such emergency, the Board of Directors or any other person authorized by it, shall have the right to enter any lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the lot owners, and such right of entry shall be immediate.

Section 7. 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.

**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 (2) class of voting membership:

A. CLASS "A": Class A members shall be all Owners with the exception of the DECLARANT and shall be entitled to one (1) 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.

B. CLASS "B": Class B member(s) shall be the DECLARANT and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership 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. January 1, 1999.

**ARTICLE VI  
COVENANTS FOR ASSESSMENTS**

Section 1. CREATION OF THE PERSONAL OBLIGATIONS OF ASSESSMENTS. Notwithstanding any provision or inference in this Declaration to the contrary, no Lot shall be subject to any annual or special assessments until and unless such Lot becomes a Lot in Use, except as follows: Following approval of each area by both New Hanover County and either the Veterans Administration or the Federal Housing Administration and

the annexation of each such area by the Declarant, and before the sale of any Lot in the area annexed, the Common Area of such annexed area shall be conveyed to the Association. The obligation to pay the annual assessment as to all Lots in each annexed area shall accrue from the first day of the first month following conveyance of the Common Area.

The amount of assessment on each Lot which is not a Lot in Use shall be one-fourth (1/4) of the assessment applicable to a Lot in Use.

The Declarant, for each Lot in Use owned within the Properties, hereby covenants, and each Owner of any Lot in Use, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments on Lots in Use and the annual assessments on Lots which are not Lots in Use, together with such interest thereon and costs of collection thereof, as hereinafter provided, including without limitations, reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot and improvements against which each such assessment is made and shall be the personal obligation of the person who was the Owner of such property for the period of such person's ownership. The personal obligation shall not pass to his successors in title unless expressly assumed by them. All assessments relating to Common Area shall be shared equally by the owners of each Lot in Use.

If any person shall purchase land within the boundaries of the Property and shall apply to the secretary of the Association, or such person who has been designated by the Association for the maintenance of payment records, for information as to whether assessments applicable to the land being purchased is subject to any past due assessments, it shall be the duty of the secretary or other person in charge of assessment records to immediately issue a written statement

as to whether the land being purchased is subject to past due assessments. If such issued statement indicates the status of past due assessments, the purchaser of land shall be entitled to rely upon the accuracy of such statement and shall purchase free of any lien for past due assessments not shown on such statement.

Section 2. PURPOSES OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the beautification of the Properties, the recreation, health, safety, and welfare of the residents in the Properties, the enforcement of these Covenants and the rules of the Association, and, in particular, for the improvement and maintenance of the Properties and providing the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area. Nothing herein shall mean that assessments may not be used for the beautification of areas within the subdivision but which are not part of the Common Areas, such as entrance signs, access easements crossing private property, median strips within public streets or the interior of cul-de-sacs.

Section 3. The Association, its successors and assigns, and its agents are granted the right to enter upon any residential lot, such entry to be made by personnel with suitable devices and equipment, for the purpose of moving, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, or for the purpose of building or repairing drainage ditches or other earthwork, which in the opinion of the Association detracts from or is necessary to maintain the overall beauty, ecology, setting and safety of the property. Such entrance shall not be deemed a trespass. The Association and its agents may likewise enter upon any lot to remove any trash which has collected without such entrance and removal being deemed a trespass. The Association is authorized to make reasonable charges to the owner for such services, which shall become a lien upon the lot. The provisions of this paragraph shall not be construed as an obligation on the part of the Association to undertake any of the foregoing.

Section 4. BASIC AND MAXIMUM ANNUAL ASSESSMENTS. To and including December 31, of the same year the first lot is conveyed the basic (and maximum) annual assessment shall not be in excess of \$480.00 per Lot in Use, except as otherwise provided herein, the exact amount of which shall be determined from time to time as provided in subsection (c) of this Section 4.

(a) From and after December 31, 1987, the basic annual assessment may be increased by the Board of Directors of the Association effective January 1, of each year, without a vote of the membership, by a percentage which may not exceed the greater of five (5%) percent per year or the percentage increase reflected in the U.S. City average, Consumer Price Index-United States and selected areas for urban wage earners and clerical workers, all items most recent index and percent changes from selected dates (published by the U.S. Bureau of Labor Statistics, Washington, DC), or such Index as may replace said Consumer Price Index, for the twelve-month period ending the immediately preceding July 1; such increased assessment shall be the maximum annual assessment.

(b) After December 31, 1987, the basic annual assessments may be increased by an affirmative vote of two-thirds (2/3) of the members or proxies who are entitled to vote at a meeting call for such purposes, and the increased basic annual assessments shall be the basic annual assessment and be thereafter adjusted pursuant to subparagraph (a) of this Section 4. Written notice of such meeting shall be given by the Board of Directors to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the date, time, place, and purpose of the meeting. The provisions of this subsection shall not apply to nor be a limitation upon any change in the basic and maximum assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of the current maintenance costs and

future needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximum as determined in subsection (a) of this Section 4.

(d) The Declarant shall be required to pay only 25% of any annual or special assessment on Lots owned by the Declarant until said Lots are transferred to a Class A member; however, in the event Declarant rents or offers to rent any Unit constructed on a Lot then full payment of said assessments shall be due and payable from that date forward.

Section 5. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENT. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction of described capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto; provided that any such assessments shall be adopted by a two-thirds (2/3) affirmation vote of each class of members voting in person or by proxy 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, setting forth the times, place and purpose of the meeting.

Section 6. UNIFORM RATE OF ASSESSMENTS. Both annual and special assessments relating to the Common Area must be fixed at a uniform rate for all Lots in Use and may be collected on either a monthly, quarterly, or annual basis. Similarly, annual assessment relating to the Common Areas must be fixed at a uniform rate for all other Lots and may be collected on a monthly, quarterly, or annual basis. Assessments may be collected in advance or in arrears.

Section 7. QUORUM FOR AN ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. At the first meeting called for the purpose stated in Section 4 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes is not forthcoming at any meeting, another meeting may be called, subject to the notice

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requirement set forth in Section 4 and 5, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Such subsequent meeting shall be held within sixty (60) days following the preceding meeting.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots in Use on the first day of the month following its conveyance out as a Lot in Use. The first annual assessments shall be adjusted according to the number of months remaining in the fiscal 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. If the Board of Directors of the Association shall determine that it would be inequitable to require the payment of the full amount of annual assessment as might be the case if only a portion of the amenities are available for the use of members the Board may waive payment of any portion of the assessment. The due dates and appropriate penalties for late payment shall be established by the Board of Directors. The Association upon demand at any time shall furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made to defray the actual cost of furnishing such certificate. Such certificate shall constitute conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, assessment shall bear interest from the date of delinquency at the lesser of the highest lawful rate or twelve (12%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of each assessment. No owner may waive or otherwise

escape liability for the assessment 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; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from from liability for any assessment thereafter becoming due or from the lien thereof.

Section 11. WORKING CAPITAL ASSESSMENT. At the time title is conveyed to an Owner, said Owner shall contribute to the Association as a working capital reserve an amount equal to a two-months' estimated common area assessment. Such funds shall be used solely for initial operating and capital expenses of the Association, such as pre-paid insurance, supplies for the common areas and facilities, furnishings and equipment, etc. 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.

Section 12. OWNERS' INSURANCE. Every Owner shall maintain in full force and effect at all times fire and hazard (and flood insurance if in a flood zone) in an amount equal to the full insurable value of his patio home, except that the amount shall not be required to exceed the replacement cost of the patio home. An Owner shall exhibit to the Board upon demand evidence that such insurance is in effect.

**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 of 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 lots in use plus reserve funds.

**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 specifications 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 of the Association, or by an architectural 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 have a minimum of 1,200 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum requirements 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.

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, unless the architectural control committee approves in writing a structure of more than two (2) stories and one (1) or more small accessory buildings (which may include a detached private garage,

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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, wood piles, and trash and garbage accumulations are to be kept or stored in an area 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.

#### ARTICLE IX 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 not to exceed two (2) stories in height. 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.

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

Section 5. RECREATIONAL VEHICLES. No boat, motor boat, camper, trailer, motor or mobile home, or similar type vehicle shall be permitted to remain on any lot, or in parking spaces, at any time, unless by consent of the Association, and if properly stored out of sight or in garages.

Section 6. 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 purposes and provide further that they are not allowed to run free and are at all times properly leashed and personally escorted. WRIGHTSVILLE GREEN is being developed as a high density residential area, and therefore, no dog shall be kept on the property if it is deemed to be a nuisance by the Board of Directors of the Association. Excessive dog barking, among other factors, will be deemed a nuisance.

Section 7. OUTSIDE ANTENNAS. No outside radio or television antennas or satellite dishes shall be erected on any lot or dwelling house 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 8. FENCING. No fence shall be constructed on the property without the approval of the Board of Directors of the Association or its architectural control committee.

Section 9. EXTERIOR MAINTENANCE AND COLOR. It shall be the responsibility of the individual owners to maintain yard and exterior building in an attractive and repaired state. In the event an owner of any Lot in the Properties shall fail to maintain the premises and

the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. A well-integrated color scheme is essential to the beauty of the development; no color change to the exterior of any house or patio home may be made without the approval of the architectural control committee or the Board of Directors of the Association. No extensive yard planting, miscellaneous yard ornamentation, or mailbox shall be constructed or placed on any lot by an Owner without the approval of the architectural control committee or the Board of Directors.

Section 10. GUESTS. Visitors and guests of Owners shall be accompanied by an Owner while using common areas, facilities, and amenities.

Section 11. LEASES. In an effort to prevent transient, short-term lodging or rentals, no lease term of less than thirty (30) days shall be entered into by an Owner/landlord.

Section 12. SIGNS. No billboards, signs, or advertising of any kind shall be placed on any lot with the exception of sale signs approved by the DECLARANT, its successors or assigns.

Section 13. MAILBOXES. The DECLARANT shall provide a standard mailbox for each lot.

#### ARTICLE X

#### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 2. If the DECLARANT, its successors or assigns, shall

develop all or any portion of any land contiguous to or within one mile from 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 WRIGHTSVILLE GREEN.

Section 3. The rights of DECLARANT reserved in Section 2 above shall expire automatically on January 1, 1999, if not exercised prior thereto.

**ARTICLE XI  
GENERAL PROVISIONS**

Section 1. MUNICIPAL WATER AND SEWER SERVICE. Municipal water and sewer service shall be provided by the City of Wilmington, New Hanover County, or Cape Fear Utilities.

Section 2. ANNEXATION. All of the developed properties may be annexed to the City of Wilmington without the assent of the lot owners.

Section 3. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, 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 restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. 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

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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 shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; however, the DECLARATION may be amended by the DECLARANT for any change deemed necessary by a government organization (HUD, state, county or other) within one year of recordation of these DECLARATIONS. Any amendment must be recorded.

The Federal Housing Administration or the Veterans Administration shall have the right to veto amendments with respect to annexation of additional properties, dedication of Common Area, and any other amendments of this Declaration while there is a Class B membership. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles shall control. In the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

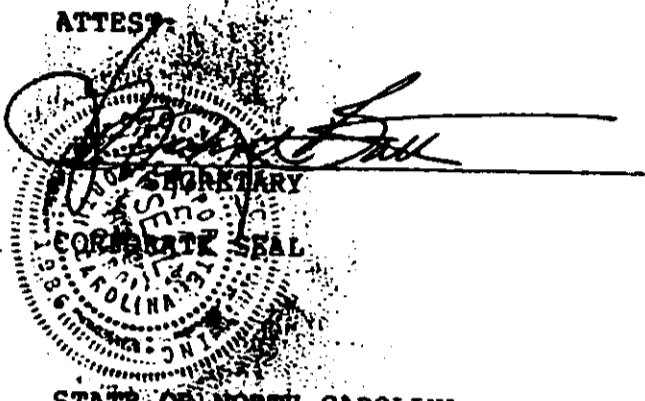
IN WITNESS WHEREOF, W-G CONSTRUCTION, INC., the DECLARANT, has caused this instrument to be executed by its proper corporate officers and sealed with its corporate seal this the 29 day of

July, 1987.

DECLARANT:

W-G CONSTRUCTION, INC.

BY: [Signature]  
PRESIDENT



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Susan M. Green, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Batts personally appeared before me this day and acknowledged that he/she is Michael Secretary of W-G CONSTRUCTION, INC., 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 him/her as its Secretary. Witness my hand and seal this the 29 day of July, 1987.



Susan M. Green  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires April 21, 1988

JOINDER AND CONSENT OF MORTGAGE HOLDER

ROBERT F. KNOWLES, WILLIAM F. PETNER, AND ROBERT D. BURROWS, join in the execution of this Declaration, along with DONALD E. BRITT, JR., Trustee, for the purpose of subjecting, submitting, and subordinating any and all right to the interest in the property described in said Declaration that they have by virtue of that Purchase Money Deed of Trust recorded in Book 1347 at Page 640, New Hanover County Registry, North Carolina, to said Declaration and every provision hereof and to the jurisdiction of WRIGHTSVILLE GREEN HOMEOWNERS ASSOCIATION, INC. as the same may be amended or supplemented from time to time.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the 29 day of July, 1987.

*Robert F. Knowles* (SEAL)  
ROBERT F. KNOWLES

*William W. Petner* (SEAL)  
WILLIAM W. PETNER

*Robert D. Burrows* (SEAL)  
ROBERT D. BURROWS

*Donald E. Britt, Jr.* (SEAL)  
DONALD E. BRITT, JR., TRUSTEE

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Susan M. Green, a Notary Public in and for the state and county aforesaid, do hereby certify that ROBERT F. KNOWLES personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.

1987. Witness my hand and official seal, this 29 day of July.



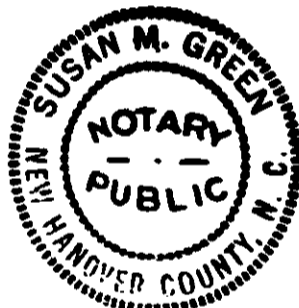
Susan M. Green  
Notary Public  
My Commission Expires April 21, 1988  
My commission expires: \_\_\_\_\_

STATE OF NORTH

COUNTY OF New Hanover

I, Susan M. Green, a Notary Public in and for the state and county aforesaid, do hereby certify that WILLIAM W. FETNER personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.

1987. Witness my hand and official seal, this 29 day of July.



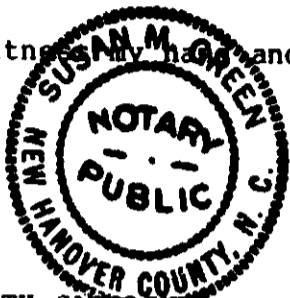
Susan M. Green  
Notary Public  
My Commission Expires April 21, 1988  
My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Susan M. Green, a Notary Public in and for the state and county aforesaid, do hereby certify that ROBERT D. BURROWS personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.

1987. Witness my hand and official seal, this 29 day of July.



Susan M. Green  
Notary Public

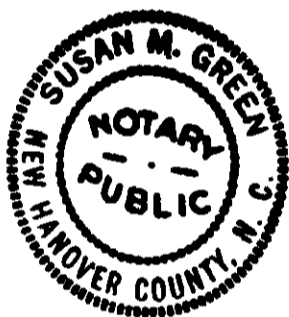
My commission expires: My Commission Expires April 21, 1988

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Susan M. Green, a Notary Public in and for the state and county aforesaid, do hereby certify that DONALD E. BRITT, JR., TRUSTEE personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.

1987. Witness my hand and official seal, this 29 day of July.



Susan M. Green  
Notary Public

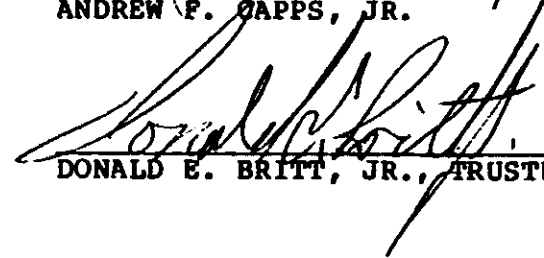
My commission expires: My Commission Expires April 21, 1988

## JOINDER AND CONSENT OF MORTGAGE HOLDER

ANDREW F. CAPPS, JR. joins in the execution of this Declaration, along with DONALD E. BRITT, JR., Trustee, for the purpose of subjecting, submitting, and subordinating any and all right to the interest in the property described in said Declaration that they have by virtue of that Purchase Money Deed of Trust recorded in Book 1347 at Page 627, New Hanover County Registry, North Carolina, to said Declaration and every provision hereof and to the jurisdiction of WRIGHTSVILLE GREEN HOMEOWNERS ASSOCIATION, INC. as the same may be amended or supplemented from time to time.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the 29 day of July, 1987.

  
\_\_\_\_\_  
ANDREW F. CAPPS, JR. (SEAL)

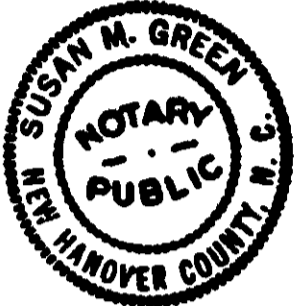
  
\_\_\_\_\_  
DONALD E. BRITT, JR., TRUSTEE (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Susan M. Green, a Notary Public in and for the state and county aforesaid, do hereby certify that ANDREW F. CAPPS, JR. personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.

1987. Witness my hand and official seal, this 29 day of July.



Susan M. Green  
Notary Public

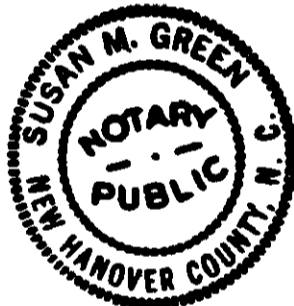
My commission expires My Commission Expires April 21, 1988

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Susan M. Green, a Notary Public in and for the state and county aforesaid, do hereby certify that DONALD E. BRITT, JR., TRUSTEE personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.

1987. Witness my hand and official seal, this 29 day of July.



Susan M. Green  
Notary Public

My commission expires: My Commission Expires April 21, 1988

JOINDER AND CONSENT OF MORTGAGE HOLDER

PEOPLES BANK AND TRUST COMPANY joins in the execution of this Declaration, along with L. L. WRIGHT, III, Trustee, for the purpose of subjecting, submitting, and subordinating any and all right to the interest in the property described in said Declaration that they have by virtue of that Deed of Trust recorded in Book 1369 at Page 945, New Hanover County Registry, North Carolina, to said Declaration and every provision hereof and to the jurisdiction of WRIGHTSVILLE GREEN HOMEOWNERS ASSOCIATION, INC. as the same may be amended or supplemented from time to time.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the 11th day of AUGUST, 1987.

PEOPLES BANK AND TRUST COMPANY

BY: B. Mason Haynes  
Vice PRESIDENT

ATTEST:

Conrad H. Kumbach  
SECRETARY



L. L. Wright III (SEAL)  
L. L. WRIGHT, III, TRUSTEE

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Cheryl F. Cooper, a Notary Public in and for the County and State aforesaid, do hereby certify that Charles H. A. [unclear] personally appeared before me this day and acknowledged that he/she is 1551 Secretary of Peoples Bank and Trust Company, 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 Vice President, sealed with its corporate seal, and attested by him/her as its Asst. Secretary. Witness my hand and seal this the 4th day of August, 1987.



Cheryl F. Cooper  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/17/89

STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

I, Cheryl F. Cooper, a Notary Public in and for the state and county aforesaid, do hereby certify that L. L. WRIGHT, III, TRUSTEE personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.

Witness my hand and official seal, this 4th day of August, 1987.



Cheryl F. Cooper  
Notary Public

My commission expires: 4/17/89

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing Certificate of Susan M. Green & Cheryl F. Cooper  
Notaries Public  
is certified to be correct.  
This the 5 day of Aug. 19 87

Rebecca B. Tucker, Register of Deeds  
By Phyllis [unclear]  
Deputy

## EXHIBIT "A"

TRACT 1:

BEGINNING at a new iron pipe in the northerly line of Greenville Avenue, also known as S.R. No. 1421 (30 foot right of way). Said iron pipe being North 60 degrees 00 minutes 00 seconds West 207.67 feet and as measured along said northerly line of Greenville Avenue from a point that is North 30 degrees 00 minutes 00 seconds East 13.53 feet from an old railroad spike. Said old railroad spike being North 30 degrees 00 minutes 00 seconds East 1.47 feet from the intersection of the centerline of said Greenville Avenue and the westerly right of way line of White Avenue, S.R. No. 1422, if said westerly right of way line were extended northwardly. Said beginning pipe also being the southwesterly corner of a tract conveyed to A.F. Capps, Jr. by Deed dated October 24, 1964. Running thence from said beginning point:

1. North 60 degrees 00 minutes 00 seconds West 188.95 feet along said northerly line of Greenville Avenue to an old iron pipe, a corner of a tract conveyed to Larson by Deed recorded in Book 596, at Page 33, of the New Hanover County Registry; thence
2. North 29 degrees 37 minutes 18 seconds East 280.55 feet along said Larson line to an old iron pipe in the dividing line between said Larson tract recorded in Book 596, at Page 33, and a tract conveyed to A.F. Capps, Jr. by Deed recorded in Book 872, at Page 407, of said Registry; thence
3. North 59 degrees 48 minutes 26 seconds East 188.74 feet along said Capps tract recorded in Book 872, at Page 407, of said Registry, to a new iron pipe in said Capps line conveyed by said Deed dated October 24, 1964; thence
4. South 29 degrees 34 minutes 47 seconds West 281.18 feet along last said Capps tract line to the point of beginning.

The above described tract contains 1.22 acres and is a portion of that tract conveyed to W.G. Butler by Deed recorded in Book 110, at Page 274, of said Registry, and is subject to a 15 foot access easement described in a Deed recorded in Book 690, at Page 64, of said Registry, and is subject to a 40 foot wide sanitary sewer easement, the centerline of which is described as follows: Beginning at a point in the northerly right of way line of Greenville Avenue (30 foot right of way) that is North 60 degrees 00 minutes 00 seconds West 13.24 feet from the beginning corner of the above

described tract. Running thence from said beginning point:

1. North 31 degrees 48 minutes East 126.50 feet; thence
2. North 19 degrees 46 minutes 18 seconds East 156.62 feet to a point in the northeasterly line of the above described tract that is North 59 degrees 48 minutes 26 seconds West 35.00 feet from the easternmost corner of the above described tract.

TRACT 2:

Beginning at an old iron pipe at the northwestern corner of a tract conveyed to Robert Knowles by Deed recorded in Book 1337 at Page 1446 of the New Hanover County Registry. Said beginning pipe being located North 29 degrees 37 minutes 18 seconds East 280.55 feet from an old iron pipe in the northerly right-of-way line of Greenville Avenue, also known as S. R. No. 1421. Said old pipe in said northerly line being North 60 degrees 00 minutes West 397.10 feet from an old iron pipe in said northerly line that is North 31 degrees 19 minutes 39 seconds East 14.08 feet from an old railroad spike on the westerly line of White Avenue (S.R. 1422), if said westerly line were extended northwardly. Running thence from said beginning point:

1. North 60 degrees 13 minutes 26 seconds West 162.46 feet to an old iron pipe at the westerly corner of a tract conveyed to Andrew F. Capps, Jr. by Deed recorded in Book 690 at Page 64 of said Registry; thence
2. North 29 degrees 10 minutes 02 seconds East 274.85 feet to a new iron pipe in a ditch; thence
3. North 33 degrees 33 minutes 35 seconds East 487.68 feet along said ditch to a new iron pipe in the highwater line of Bradley Creek; thence
4. Continuing North 33 degrees 33 minutes 35 seconds East about 6 feet to the run of said creek; thence
5. Down the run of Bradley Creek in a southeasterly direction to a point that is North 29 degrees 56 minutes 42 seconds East about 12 feet from a point in the low water line of said creek. Said point in the low water line of said creek being

South 68 degrees 42 minutes 20 seconds East 36.82 feet  
 North 71 degrees 43 minutes 25 seconds East 83.02 feet  
 North 37 degrees 00 minutes 43 seconds East 86.36 feet

South 78 degrees 16 minutes 24 seconds East 32.99 feet  
 South 14 degrees 41 minutes 39 seconds East 56.19 feet  
 South 38 degrees 04 minutes 39 seconds West 83.51 feet  
 South 4 degrees 02 minutes 18 seconds West 59.30 feet  
 South 87 degrees 29 minutes 34 seconds East 124.65 feet  
 North 75 degrees 45 minutes 23 seconds East 100.90 feet  
 South 34 degrees 21 minutes 14 seconds West 88.55 feet  
 South 34 degrees 20 minutes 04 seconds East 24.45 feet  
 South 76 degrees 48 minutes 12 seconds East 46.33 feet  
 South 69 degrees 58 minutes 42 seconds East 13.49 feet  
 South 31 degrees 44 minutes 28 seconds East 14.53 feet  
 South 24 degrees 34 minutes 28 seconds East 22.97 feet  
 South 67 degrees 13 minutes 45 seconds East 32.40 feet  
 North 48 degrees 05 minutes 51 seconds East 52.89 feet  
 South 87 degrees 36 minutes 33 seconds East 49.80 feet  
 South 62 degrees 26 minutes 29 seconds East 57.19 feet  
 and

South 25 degrees 40 minutes 14 seconds East 124.80 feet  
 from the previously mentioned iron pipe in the high water  
 line of Bradley Creek; thence

6. South 29 degrees 56 minutes 42 seconds West 17.91 feet to a new iron pipe replacing an old rusted iron pipe in said high water line; thence
7. South 29 degrees 56 minutes 42 seconds West 327.05 feet along the easterly line of a tract conveyed to Andrew F. Capps, Jr. by Deed dated January, 1967 to a fence post corner; thence
8. North 60 degrees 54 minutes 33 seconds West 172.20 feet along the southerly line of said tract conveyed to Capps by Deed recorded in January, 1967 to a fence post corner; thence
9. South 31 degrees 37 minutes 18 seconds West 361.65 feet along the easternmost line of a tract conveyed to Andrew F. Capps, Jr. by Deed recorded in Book 1259 at Page 450 of said Registry and along the westerly line of a tract now or formerly owned by Tart to an iron pipe at the northeasterly corner of Lot 1 as shown on a map recorded in Map Book 26 at Page 73 of said Registry; thence
10. North 60 degrees 50 minutes 11 seconds West 74.20 feet along the northerly line of said Lot 1 to an iron pipe; thence
11. South 31 degrees 37 minutes 18 seconds West 133.68 feet along the westerly line of said Lot 1 to a new iron pipe; thence

12. North 60 degrees 58 minutes 16 seconds West 142.36 feet to a new iron pipe in the easterly line of said tract conveyed to Robert Knowles by Deed recorded in Book 1337 at Page 1446 of said Registry; thence
13. North 29 degrees 34 minutes 47 seconds East 64.32 feet along the easterly line of said Knowles tract to a new iron pipe; thence
14. North 59 degrees 48 minutes 26 seconds West 188.74 feet along the northerly line of said tract conveyed to Robert Knowles to the point of beginning.

The above described tract contains 12.64 acres, including 1.0 acres, more or less, below the apparent high water line of Bradley Creek. Together with a 15 foot wide access easement crossing said tract conveyed to Robert Knowles by Deed recorded in Book 1337 at Page 1446 of said Registry. Said 15 foot access easement being described in a Deed recorded in Book 690 at Page 64 of said Registry. The above described tract is subject to a 40 foot wide sanitary sewer right-of-way. The center-line of which is described as follows: Beginning at a point in the dividing line between the above described tract and the northerly line of a tract conveyed to Robert Knowles by Deed recorded in Book 1337 at Page 1446 of the New Hanover County Registry. Said point being South 59 degrees 48 minutes 26 seconds East 153.74 feet from the northwesterly corner of said Knowles tract. Running thence from said beginning point;

1. North 19 degrees 46 minutes 18 seconds East 15.04 feet; thence
2. North 11 degrees 23 minutes 42 seconds East 441.85 feet; thence
3. North 8 degrees 56 minutes 57 seconds East 190.46 feet; thence
4. South 56 degrees 16 minutes 57 seconds East 342.99 feet; thence
5. South 58 degrees 13 minutes 15 seconds East 307.99 feet to a point in the easterly line of a tract conveyed to Andrew F. Capps, Jr. by Deed dated January, 1967. Said point in said easterly line being South 29 degrees 56 minutes 42 seconds West 184.72 feet from an iron pipe in said easterly line and in the high water line of Bradley Creek.

Subject, also, to a 45 foot wide utility right-of-way. The center-line of which is described as follows: Beginning at the end of the third call of the above described 40 foot utility right-of-way center-line. Running thence from said beginning point;

1. North 18 degrees 32 minutes 18 seconds West 109.91 feet to a point in the westerly line of the above described tract and in the westerly line of a tract conveyed to Andrew F. Capps, Jr. by Deed recorded in Book 690 at Page 64 of the New Hanover County Registry. Said point being located South 33 degrees 33 minutes 35 seconds West 76.48 feet from an iron pipe at the intersection of said westerly lines with the high water line of Bradley Creek.