

**CAROLINA SHORES PROPERTY OWNERS ASSOCIATION INC.  
DECLARATION OF RESTRICTIONS  
FOR  
HOMESITES, ACREAGE ESTATES AND PATIO HOMES**

**APPLICABILITY**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR HOMESITES, ACREAGE ESTATES AND PATIO HOMES FOR CAROLINA SHORES (hereinafter "Declaration"), is made this the 1st day of June, 2000 by the undersigned Owners of Parcels of real property or lots described and shown on **EXHIBIT A** attached hereto;

WHEREAS, Carolina Caribbean Corporation and Blythe Properties, Inc. doing business as a joint venture under the name Carolina-Blythe Development Company, did, while the owner of Carolina Shores Subdivision, place certain restrictive covenants on record which apply to certain property located in Carolina Shores Subdivision as is more specifically set forth therein, which restrictions are dated April 23, 1973, and are called Carolina Shores Acreage Estates and Homesites Restrictions and are recorded in Book 290, Page 606, of the Brunswick County Registry; and

WHEREAS, CLA Properties, Inc. did, while the owner of certain real property located in Carolina Shores Subdivision, place certain restrictive covenants on record which apply to certain property located in Carolina Shores Subdivision as is more specifically set forth therein, which restrictions are dated December 13, 1978, and are called Carolina Shores Patio Home Lot Restrictions and are recorded in Book 414, Page 788, of the Brunswick County Registry, and

WHEREAS, Paragraph 2 of the restrictive covenants recorded in Book 290, Page 606, of the Brunswick County Registry, provides that the restrictive covenants may be changed in whole or in part by a recorded instrument signed by a majority of the owners of the lots; and

WHEREAS, Paragraph 2 of the restrictive covenants recorded in Book 414, Page 788, of the Brunswick County Registry, provides that the restrictive covenants may be changed in whole or in part by a recorded instrument signed by a majority of the owners of the lots; and

WHEREAS, the undersigned owners represent a majority of the owners of lots subject to the restrictive covenants recorded in Book 290, Page 606, of the Brunswick County Registry as of June 1, 2000; and

WHEREAS, the undersigned owners represent a majority of the owners of lots, subject to the restrictive covenants recorded in Book 414, Page 788, of the Brunswick County Registry as of June 1, 2000; and

RCI Angie Simons  
TOTAL 1626 REV \_\_\_\_\_ TC# \_\_\_\_\_  
REC# 17 CK AMT 1626 CK# 0575  
CASH \_\_\_\_\_ REF \_\_\_\_\_ BY GW

NOW, THEREFORE, the undersigned do hereby declare in consideration of the premises and intending to be legally bound: that all of the real property, described in **EXHIBIT A** attached hereto, shall be hereafter held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described Properties or any part thereof, and shall inure to the benefit of each Owner thereof.

It is the intent of the undersigned that this AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR HOMESITES, ACREAGE ESTATES AND PATIO HOMES FOR CAROLINA SHORES shall amend, revoke, supersede and replace all previous covenants and restrictions recorded in Book 290, Page 606, of the Brunswick County Registry and Book 414, Page 788, of the Brunswick County Registry.

### **Section 1 - DEFINITIONS**

1. Articles shall mean the Articles of Incorporation of CAROLINA SHORES PROPERTY OWNERS ASSOCIATION, INC.
2. Association shall be used to mean and refer to CAROLINA SHORES PROPERTY OWNERS ASSOCIATION INC., a private non-profit corporation formed by the declarant primarily as a Property Owners' Association for the Lot Owners in CAROLINA SHORES, all of whom shall be Members of the Association.
3. Board of Directors or Board shall be the elected board governing the Association and managing the affairs of the Association.
4. By-laws means the By-laws of CAROLINA SHORES PROPERTY OWNERS ASSOCIATION, INC.
5. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
6. Common Expenses means and includes actual and estimated expenses of maintaining and operating the Common Areas, Buffer Areas and landscaped areas within road right-of-ways and operating the Association for general purposes, including any insurance and reasonable reserve, as may be found necessary and appropriate by the Board of Directors pursuant to this Declaration, the By-laws and the Articles of Incorporation of the Association, including the following:
  - a) All sums lawfully assessed by the Association against its members;
  - b) Expenses of administration, maintenance, repair or replacement of the Common Areas;
  - c) Expenses declared to be Common Expenses by the provision of this Declaration or the By-laws;

- d) Expenses agreed by the members to be Common Expenses of the Association;
  - e) Any ad valorem taxes and public assessments levied against the Common Area.
7. Declaration shall mean this instrument as it may be from time to time amended or supplemented.
  8. Lot shall mean and refer to any of the Lots as shown on any plat of CAROLINA SHORES, recorded in the Brunswick County Registry, as shown on **EXHIBIT A**, together with the single family structure, condominium unit or dwelling.
  9. Member shall mean and refer to each and every person and entity who or which owns a Lot in Carolina Shores.
  10. 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.
  11. Person shall mean and refer to an individual, corporation, limited liability company or partnership, partnership or limited partnership, association, trustee, or other legal entity.
  12. Properties shall mean and refer to that certain real property which is described on **EXHIBIT A** attached hereto and incorporated herein by reference and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
  13. Rules and Regulations shall mean and refer to the published rules and regulations of the CAROLINA SHORES PROPERTY OWNERS ASSOCIATION, INC.
  14. Subdivision means all of that real property known collectively as CAROLINA SHORES described in **EXHIBIT A**.

## **Section 2 - DURATION, AMENDMENT & TERMINATION**

1. Lots, Persons and Entities Subject to the Declarations - All present and future Owners, tenants, and occupants of Lots and their guests or invitees, licensees, employees or agents, shall be subject to, and shall comply with the covenants, conditions, restrictions and affirmative obligations set forth in this Declaration, and the Articles, Bylaws, and Rules and Regulations of the Association, as the same 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 this Declaration are accepted and ratified by such Owner, tenant or occupant and that they will fully comply with the terms and conditions of this Declaration. The covenants, conditions, restrictions and affirmative obligations 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, for a term of ten (10) years from the date this Declaration is recorded in the Brunswick County Registry, after which date this Declaration shall be extended for successive periods of ten (10) years, unless a majority of the then Owners agree to revoke the

same, and the covenants, restrictions, conditions and affirmative obligations of this obligation 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 provision were made a part of each and every deed of conveyance or lease.

2. Amendment - This Declaration may be amended by vote of not less than a majority of the then Owners and an instrument must be recorded at the Brunswick County Registry for such an amendment to be effective. In no event may the Declaration be amended so as to alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein.

### **Section 3 - MUTUALITY OF BENEFIT AND OBLIGATION**

The Restrictions and agreement set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual, equitable servitude upon each of said Lots in favor of each and all of the other Lots therein; to create reciprocal rights between the respective owners of all of said Lots; to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and shall, as to the Owner of said Lot, their heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other Lots in the Subdivision and their respective owners.

### **Section 4 - CAROLINA SHORES PROPERTY OWNERS' ASSOCIATION, INC.**

1. Every person upon acquiring title, legal or equitable, to any Lot in the Subdivision shall become a member of the Carolina Shores Property Owners Association, Inc., a North Carolina non-profit corporation, herein referred to as the 'Association' and as long as he is the owner of any such Lot, he shall remain a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Such membership is not intended to apply to those persons who hold an interest in any lot merely as security for the performance of an obligation to pay money, e.g., mortgages or deeds of trust. However, if such a person should realize upon his security and become the real owner of a lot, he or she will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the subdivision and on members of the Association, including those provisions with respect to payment of annual charges.
2. The general purpose of the Association is to further and promote the community welfare of Owners in the Subdivision and to own, manage, maintain and operate the Common Areas and property required to be maintained by the Association, to enforce this Declaration and to make and enforce rules and regulations governing the Owners' use and occupation of Lots.
3. The Association shall have the following powers:
  - a) Adopt and amend by-laws and rules and regulations;
  - b) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from Lot Owners;

- c) Hire and discharge managing agents and other employees, agents, and independent contractors;
  - d) Institute, defend or intervene in litigation or administrative proceedings on matters affecting the Subdivision;
  - e) Make contracts and incur liabilities;
  - f) Regulate the use, maintenance, repair, replacement and modification of the Common Area;
  - g) Cause additional improvements to be made as a part of the Common Area;
  - h) Acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property, provided that Common Area may be conveyed or subjected to a security interest only pursuant to applicable law;
  - i) Grant easements, leases, licenses, and concessions through or over the Common Area;
  - j) Impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Area and for services provided to Lot Owners;
  - k) Impose reasonable charges for late payment of assessments and to suspend privileges or services provided by the Association (except rights of access to lots) during any period that assessments or other amounts due and owing to the Association remain unpaid;
  - l) Impose reasonable fines or suspend privileges or services provided by the Association for reasonable periods for violations of this Declaration or the By-laws and Rules and Regulations of the Association;
  - m) Impose reasonable charges in connection with the preparation and recordation of documents, including, without limitation, amendments to this Declaration or statements of unpaid assessments;
  - n) Provide for the indemnification of and maintain liability insurance for its officers, directors, employees and agents;
  - o) Assign its rights to future income, including the right to receive common expense assessments;
  - p) Form committees to assist in the management and operation of the Association, including an Architectural Control Committee;
  - q) Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association; and
  - r) Exercise any other powers necessary and proper for the governance and operation of the Association.
4. There shall be only one vote per Lot in the Association. When more than one person holds an interest in any Lot, all such persons shall be Members. If only one of the multiple owners of a Lot is present at a meeting of the Association, the Owner who is present is entitled to cast the vote allocated to that Lot. If more than one of the multiple owners are present, the

vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Majority agreement is conclusively presumed if any one of the multiple owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot.

#### **Section 5 - COVENANTS FOR ASSESSMENTS**

1. Creation of Lien and Personal Obligation of Assessments. - Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:
  - a) General assessments or charges for Common Expenses; and
  - b) Special assessments for capital improvements, or special assessments as established by the Board of Directors; and
  - c) Special assessments against specific Lot(s) or property, in the event an Owner fails to comply with the provisions of this Declaration, the Articles, By-laws or Rules and Regulations of the Association. The Association, through its Board of Directors, may perform such required task or remedy such matter, or assess a fine for such failure to comply and may levy the cost of the cost of such fine, performance or remedy against the Owner(s) and the Owner's Lot or property as a special assessment.

Assessments levied under paragraphs 1.a. and 1.b. above shall be uniform as to all Lots. The general and special assessments, together with interest, late fees, costs, or other charges and reasonable attorney's fees associated with the collection of the assessment(s), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessment shall not pass to any successors in title unless specifically assumed by them.

2. Purpose of Assessments - The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the improvements and maintenance of the Common Area and to pay the taxes and other municipal charges or fees of the Common Area.
3. Special Assessments for Capital Improvements - In addition to the general assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including buffer areas, fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments for capital improvements shall be fixed to a uniform rate for all Lots.

4. Notice and Quorum for any Action Authorized Under Section 3 - Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting.
5. Due Dates - The Board of Directors shall fix the amount of the general assessment against each Lot at least thirty (30) days in advance of each general assessment period. Written notice of each general assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Board of Directors shall require the general assessments to be paid at least annually, but may require the general assessments to be paid more often. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Condominium have been paid .
6. Effect of Nonpayment of Assessments and Remedies of the Association - Any assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest as established by the Board of Directors, costs of collection, court costs, late fees and reasonable attorney's fees, shall constitute a lien against the Lot upon which such assessments are levied. The Association may record notice of the same in the office of the Clerk of Superior of Brunswick County, or file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot or for any other reason.
7. Subordination of the Lien to Mortgages - The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
8. Exempt Property - All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments

#### **Section 6 - GENERAL PROHIBITIONS AND REQUIREMENTS**

1. On Lots designated as Acreage Estates all plumbing fixtures are required to be connected to a proper sewage system approved by the proper governmental agency regulating such matters. All other Lots shall be connected to the central sewer system. No outside toilet shall be constructed or permitted on any lot except for construction personnel.

2. Once construction of improvements is started on any Lot the improvement shall be completed, in accordance with plans and specifications as approved, within six (6) months from commencement, unless an extension is granted by the Association.
3. All structures constructed on any Lot shall be built of new material and no used structures shall be relocated or placed on any such Lot. Any deviation shall be approved by the Association.
4. No animals or livestock of any description, except the usual household pets, shall be kept on any Lot. Any droppings or other damage upon any Lot, caused by said household pets, are the animal owner's responsibility for cleanup or repair. Dogs are to be kept on a leash when off the owner's property.
5. Any vehicle parked anywhere in Carolina Shores must be operational, registered and capable of being driven from its parking area. This regulation does not cover vehicles in a garage nor to disabled vehicles waiting for repairs (which must be accomplished within 48 hours). Any vehicle not meeting these conditions may be towed by the Association at the Owner's expense.
6. No vehicle shall be parked for storage overnight or longer on any vacant Lot.
7. Each Owner shall provide space for parking two (2) automobiles off the street.
8. No vehicles shall be parked on any street or on any buffer zone without Association approval, except for vehicles owned by visitors or short term guests.
9. No boat, motor home, travel trailer, truck (non-commercial trucks excepted) or commercial vehicle except an automobile may be stored overnight on any Lot unless the same be within a garage or carport. Random unavoidable parking of such vehicles must be reported by the home Owner to the Association as soon as possible.
10. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street or recreation area.
11. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.
12. Any dwelling or outbuilding on any Lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.
13. There shall be no access to any Lot on the perimeter of the Subdivision except from designated roads within the Section or Subdivision.



14. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of brush, rubbish or debris shall be permitted. Any dead, broken or uprooted trees shall be removed from a Lot within forty-five (45) days.
15. No trash, ashes, garbage or other refuse shall be dumped, stored or accumulated on any a Lot in the Subdivision. In the event that the Owner of any Lot permits trash to collect on the same and on request fails to remove the trash within thirty (30) days, agents of the Association may enter upon the said Lot to remove the trash, without such entrance and removal being deemed a trespass, all at the expense of the owner of said Lot. This provision shall not be construed as an obligation on the part of the Association to provide trash removal service. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.
16. No noxious, offensive or illegal activities shall be permitted on any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
17. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any Lot provided, however, that the Association may grant permission for any such temporary structures for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
18. No sign (including but not limited to "For Sale" or similar signs), billboards or other advertising structure of any kind may be erected or maintained upon any Lot except after applying to and receiving written permission from the Association.
19. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the Association. Every heat pump or air conditioning unit or outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or screened or so placed and kept as not to be visible from any street or recreation area.
20. No structure erected upon any Lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Association.
21. No Lot shall be subdivided or its boundary lines changed except with the written consent of the Association.
22. No tree over six (6) inches in diameter shall be removed from any Lot without the prior written consent of the Association.
23. No contract work shall be performed before 7:00 AM or after 7:00 PM. No contract work of any kind shall be performed on Sunday, with the exception of any work of an emergency nature which requires immediate repair. In such instances, the Owner shall be responsible to ensure that such work is carried out so as to not constitute a nuisance or annoyance to any neighbor.

24. A business will be permitted within a Lot only if (1) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (2) the activity does not involve regular visitation of the Lot by clients, employees, agents, customers, suppliers, or other business invitees, delivery services, or door-to-door solicitation of residents in the Subdivision; (3) the activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board and (4) the activity is otherwise consistent with applicable law.
25. Owners shall be responsible for any damage done to any Common Area, property owned by the Association or property of other Owners within the Subdivision which may be caused by any Owner, his agents, employees, guests, licensees or invitees. The Association shall have the authority to assess any Owner for such damage and such charge shall be a special assessment and may be enforced in accordance with Section 5 herein.

### **Section 7 - BUILDING PLANS & SPECIFICATION**

1. All Lots shall be used for single-family residential purposes. No structures shall be erected, placed or permitted to remain on any lot other than one (1) detached, single-family residence dwelling and such outbuildings as are usually accessory to a single-family residence dwelling including a private garage, except for the existing condominiums. The Association shall have the right to adopt guidelines regarding the construction of any structure or improvement.
2. All plans and specifications for any structure or improvements whatsoever to be erected on any Lot and the proposed locations thereof on any Lot or Lots, the construction material, the roofs and exterior color schemes, and later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any Lot shall be subject to, and shall require the approval in writing of the Association before any such work is commenced.
3. There shall be submitted to the Association a Building Permit Application along with two (2) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired and no structures or improvements of any kind shall be erected, altered or maintained upon any Lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location of the building on the Lot, heat pump or air conditioner, privacy wall, fence or other structure proposed to be constructed, altered, or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof. Color samples shall be submitted with plans and shall be retained by the Association.
4. The Association shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans, specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other set, along with the color samples, shall be retained by the Association for its permanent files.

5. The Association shall have the right to approve or disapprove all plans, specifications and details submitted to it, to assure the same are not in violation with any of the provisions of these Restrictions, or if the color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete, or in the event the Association deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the Owners thereof. Refusal of approval of plans, location or specifications may be based by the Association upon any grounds, including purely aesthetic considerations which the Association, in its sole and uncontrolled discretion, shall deem sufficient. The decisions of the Association shall be final and not subject to appeal or review.
6. Neither the Association nor any architect, engineer or agent thereof shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
7. Prior to commencement of construction, a Building Permit must be obtained from the Association. The Association or its agents shall have the right to inspect all construction to insure that the structure is in accordance with the approved plans, specifications and details. No structure or improvement shall be made unless it conforms strictly to the approved plans, specifications and details. These required certificates are in addition to those required by the local, county or state authorities.
8. There shall be paid a Building Permit fee in an amount determined by the Board of Directors. This fee must be paid before a Building Permit will be issued and construction can be started. There shall also be posted a Completion Security Bond in an amount established by the Association. The Association shall be entitled to deduct from the Bond any costs, fines, or expenses incurred by the Owner and due the Association as a result of construction by Owner. Prior to return of the Completion Security Bond a Certificate of Completion must be obtained from the Association.
9. Owners shall be bound by the rules and regulations specified in the Building Permit.
10. Once construction is completed and approved by the Association a Certificate of Completion will be issued. There will be no charge for issuance of said Certificate of Completion unless the approval is denied for failing to follow approved plans and specifications.
11. Owner(s) shall be responsible for compliance with all applicable governmental statutes, ordinances and regulations, including, but not limited to, land use, zoning and building regulations.

## Section 8 - SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES

### 1. ACREAGE ESTATES, HOMESITES AND PATIO HOME LOTS

- a) Every residential dwelling constructed on a Lot subject to these restrictions shall contain at least 1400 square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other buildings) any exceptions have to be approved by the POA Board of Directors.
- b) Each dwelling shall be of single story construction.
- c) The Association shall have the authority to establish rules and regulations pertaining to the style, design, height and size requirements of all other types of structures, including but not limited to fences, walls and copings.

### 2. ACREAGE ESTATES AND HOMESITES

- a) No above-grade structure (except approved fences or walls) may be constructed or placed on any Lot except within:
  - 1) Fifty (50) feet from the front line of each Acreage Estate lot and thirty (30) feet from the front line of any Lot. For an undersized Lot a variance may be requested.
  - 2) Fifteen (15) feet from each Lot side line including corner Lots.
  - 3) Twenty-five (25) feet or twenty-five (25) percent of the Lot, whichever is greater, from the rear line of each Lot. On lots adjoining the golf course the rear yard must be at least thirty (30) feet deep.
  - 4) A corner Lot shall be deemed to have a front line on each street on which the lots abut, and such Lot need only have one rear yard as defined by paragraph c. above.

### 3. PATIO HOME LOTS

- a) No dwelling shall be constructed on a Patio Home Lot unless in conjunction therewith there shall be constructed a Patio Wall as defined herein. The Patio Wall must be constructed three (3) feet inside and parallel to the Lot line of each Lot designated (PW) on the recorded plat of each Lot. The Patio Wall may be a part of the dwelling provided there are no windows therein. The Patio Wall must be at least six (6) feet in height and no greater than eight (8) feet in height and extend to no less than ten (10) feet from the front and rear property lines.
- b) There is reserved upon each servient Lot, and granted for the benefit of each dominant lot, an easement in the three (3) foot wide strip of land lying between the Patio Wall and the property line for the adjacent Lot Owner, for his use to plant and maintain shrubbery and other landscaping, provided such use does not interfere with the structural integrity or maintenance of the Patio Wall. Such three (3) foot strip may also be used to connect a wall or enclosure on the adjacent Lot to the Patio Wall. There is reserved upon the

servient Lot, and granted for the benefit of the dominant Lot, an easement within the seven (7) foot wide setback along the sideline opposite the Patio Wall (PW) line for use by the adjacent property Owner for necessary access to construct and for necessary access to maintain, repair or replace the Patio Wall on the adjacent Lot.

- c) The enclosed area of the Patio Homes may not be constructed so as to cover or occupy in excess of forty (40%) percent of the entire area of the Patio Home Lot.
- d) Setback restrictions affecting Patio Home Lots are as follows:
  - 1) Patio Walls must be built three (3) feet inside and parallel to the side Lot line designated on the plat by (PW), except those lots where the recorded plat shows no adjacent Lot, but open space equal to or greater than ten (10) feet in width, then the Patio Wall may be built up to the property line. No construction may be made between the Patio Wall and the property line except enclosing walls extending from the adjacent Lot.
  - 2) On the side property line opposite the Patio Wall, a seven (7) foot building setback is required. Enclosing walls or fences may extend across the width of such setback, but may not be constructed along the length of such setback, except on such lots where the recorded plat shows no Lot adjacent to such side line and shows open space at least ten (10) feet in width for the length of such line.
  - 3) The front setback for construction of the dwelling is twenty (20) feet inside of and parallel to the front property line. Space must be provided for parking two automobiles within the Lot, which space may be within such setback.
  - 4) The rear setback for dwelling construction is at least ten (10) feet inside of and parallel to the rear property line.
- e) The area included within the setbacks above is the buildable area. All enclosed dwelling areas of the Patio Homes must be contained within the buildable area. Patio Walls may be extended into the setbacks and walls or enclosures may be built up to the front and at rear property lines, subject, however, to the required approval of the plans therefor, which may be denied for aesthetic or other permitted reasons.
- f) Open Areas - The open areas shown on any Patio Home Lot Plats are restricted for use as herein provided. The open areas so restricted shall be any area fully enclosed by survey lines shown on the plat and not designated as a lot by a numeral or as a road. Such areas shall be maintained as open areas and there shall be no construction thereon except that such areas may be used for placement, construction, repair and maintenance of utility lines, irrigation lines and drainage ditches, and for screening, either by landscaping or fencing. The Association hereby specifically reserves to itself, its successors or assigns a right and easement in such open areas for such permitted purposes.

**Section 9. - OWNERSHIP, USE AND ENJOYMENT OF COMMON AREAS AND RECREATIONAL AMENITIES**

1. Every common area, recreational facility and other amenity within the Subdivision is a private facility or amenity and neither the Association's execution nor recording of the plat nor any other act of the Association with respect to the property is, or is intended to be, or shall be construed dedication to the public of any recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of areas designated as common areas/recreational facilities is reserved to the Association and its successors and assigns for the common use and enjoyment of owners. The use shall be subject to such rules and regulations as may be prescribed by the Association.
2. The ownership of the recreational amenities within the Subdivision which may include, but shall not be limited to, tennis courts, swimming pools, recreation areas, clubhouses and adjacent clubhouse grounds shall be in the Association or its successors, grantees, or assigns and the use and enjoyment thereof shall be on such terms and conditions as the Association, its successors, grantees or assigns, shall from time to time license.

### **Section 10 - EASEMENTS**

1. Every Owner of a Lot within the Subdivision, as an appurtenance to such Lot, shall have a perpetual easement over and upon the Common Area within the Subdivision for each and every purpose or use to which such Common Area was intended as determined by their type, or for which such Common Area generally is used, including, but not limited to, easement of access, maintenance, repair or replacement of the Common Area. Such easements shall be appurtenant to and shall pass with the title to every Lot located within the Subdivision, whether or not specifically included in a deed thereto.
2. The Association hereinafter may grant easements for utility purposes for the benefit of the Subdivision and the Lots now or hereafter located thereon, over, under, along and through the Common Area. Provided, however that no such grant of easement shall have a material adverse effect on the use, enjoyment or value of any Lot.
3. Any Owner may delegate, in accordance with the Rules and Regulations, his right of enjoyment to the Common Area to the members of his family, guests, licensees, tenants and contract purchasers who occupy the Lot.
4. Every Owner shall have a right and easement of enjoyment in and to any and all other Common Areas which are owned or leased by the Association for the enjoyment of the Owners; this right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot.
5. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on any Owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

**Section 11 - ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE**

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon, in a good, clean and attractive condition the Association shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon, without being guilty of trespass. Such right shall not be exercised unless two thirds (2/3) of such Board of Directors shall have voted in favor of its being exercised. The cost of such exterior maintenance shall be added to and become a special assessment to which such Lot is subject and until paid shall be a lien on said Lot. The Board must notify the Lot Owner of the violation and grant a minimum of thirty (30) days to correct the violation.

**Section 12 - REMEDIES**

In the case of failure of any Owner or occupant to comply with the terms of this Declaration, the Articles, By-laws and Rules and Regulation of the Association, the following relief shall be available:

- a) The Association, any property Owner or any party to whose benefit this Declaration inures may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions, the Articles, By-laws, and Rules and Regulations of the Association, and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.
- b) The Association shall have the right to remedy the violation and assess the costs of remedying same against the offending Owner as a special assessment as provided in Section 5 herein.
- c) For any violation by an Owner, including, but not limited to, the non-payment of any general or special assessment, the Association shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his agents, lessees, employees, licensees and invitees of the Common Areas in the Subdivision for any period during which a violation continues. Fines may not be for more than sixty (60) days for violation of any of the Association's published Rules and Regulations. Suspension of other privileges and its duration is at the discretion of the Board. It shall also be in effect as long as there is non-payment of fines and/or assessments.
- d) The Association may establish a schedule of fines for the violation of this Declaration or the Articles, By-laws or Rules and Regulations of the Association.
- e) The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity or under any statute.
- f) No delay or failure on the part of the Association or an aggrieved party to invoke an available remedy in respect of an violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him

upon the recurrence or continuation of said violation or the occurrence of different violations.

#### **Section 13 - GRANTEE'S ACCEPTANCE**

1. The grantee of any Lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Association or a subsequent Owner of such Lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and agreements therein contained, and also the jurisdiction, rights and powers of the Association, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Association, and to and with the grantees and subsequent Owners of each of the Lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.
2. Each such grantee also agrees, by such acceptance, to assume as against the Association, its successors or assigns, all the risks and hazards of ownership of occupancy attendant to such Lot, including but not limited to its proximity to any recreational facility.
3. Each such grantee whose lots are adjacent to available underground electrical service, if any, also agrees to complete the underground secondary electrical service to their respective residences.

#### **Section 14 - SEVERABILITY**

Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

#### **Section 15 - CAPTIONS**

The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.



**Exhibit A**

**BEING** all of that real property described in the map cabinet set forth below and all revisions and additions thereto, which maps are all recorded in the Brunswick County Registry:

<u>Section</u>	<u>Map Cabinet</u>	<u>page</u>
2	15	53
	15	54 (lots 45-46)
	Z	113 (lot 52)
3A	13	45
	T	394
3B	13	46
3C	15	54 (revision)
3D	J	106
	J	160
3E	J	161
3F	J	162
3G	J	289
3H	K	1
	K	28
	K	73 )lots 7-11)
3I	K	173
	K	174 (lot 35)
4A	13	1
	I	156 (lots 34-36)
4B	13	2
4C	13	3
4D	15	52
4E	J	351
4F	K	2
	K	74 (lots 11-14)
4G	K	172
	K	279 (lot 29)
4H	L	30
5	none	none
6A	12	56
6B	12	57
6C	12	58
A, B, C, D,	13	4
C, D, E, F, G	13	5
Revision to 13-5	15	45
Condo	5	1-6