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REGISTER OF DEEDS
PENDER COUNTY, NC



Carolyn Justice
PO Box 296
Hampstead NC 28443

STATE OF NORTH CAROLINA
COUNTY OF PENDER

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR PLANTATION POINTE
HOMEOWNERS ASSN., INC.
(Rev. February 2, 2007)

NOW COMES PLANTATION POINTE HOMEOWNERS ASSN., INC., (hereinafter referenced as "Association") a North Carolina nonprofit corporation, and hereby amends and restates the Declaration of Covenants, Conditions and Restrictions for Plantation Pointe Homeowners Association, Inc, recorded in Pender County, North Carolina.

WITNESSETH:

THAT WHEREAS, Belvedere Plantation Development Company recorded a Declaration of Covenants, Conditions and Restrictions, Plantation Pointe At Belvedere Plantation Section VI-C and VI-E on April 20, 1983 in Book 615, Page 288, Pender County Register of Deeds; and

THAT WHEREAS, Belvedere Development Company recorded a Declaration of Covenants, Conditions and Restrictions, Plantation Pointe At Belvedere Plantation Section VI-D on March 21,

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC

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1988 in Book 708, Page 35, Fender County Register of Deeds; and

THAT WHEREAS, Belvedere Plantation Development Company recorded a Declaration of Covenants, Conditions and Restrictions, Plantation Pointe At Belvedere Plantation Section VI-F on April 14, 1989 in book 732, Page 191, Fender County Register of Deeds; and THAT WHEREAS, Paragraph 4J of Plantation Pointe Homeowners Assn., Inc. Rules and Regulations provides that said Rules and Regulations may be amended at any time by the Board of Directors; and

THAT WHEREAS, a majority of the owners of the lots covered by these covenants having voted to amend the above-referenced Declarations of Covenants, Conditions, And Restrictions; Architectural Committee Guidelines, Rules & Regulations; and Homeowners Association Rules and Regulations; and having signed an instrument agreeing to said Amendments; and

THAT WHEREAS, this Amended and Restated Declaration of Covenants, Conditions and Restrictions has otherwise been properly adopted and approved as required by the Bylaws and Articles of Incorporation, as applicable.

NOW THEREFORE, the Plantation Pointe Homeowners Assn., Inc. hereby restates and amends the above-referenced Declarations of Covenants, Conditions, And Restrictions; Architectural Guidelines, Rules & Regulations; and Homeowners Association Rules and Regulations as follows:

1. **DESCRIPTION**

These amendments shall run with the land and shall bind and inure to the benefit of the owner of each lot within the Subdivision, and said property is subject to these protective covenants in all the property shown on those plats of Plantation Pointe at Belvedere, Sections VI-C, VI-D, VI-E, and VI-F, as shown in the corresponding Map Books and Pages of the Pender County Register of Deeds.

2. **LAND USE BUILDING TYPE**

A. No numbered lot shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any such lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars, provided that the same is constructed in line with the general architectural design and construction standards used for the dwelling itself. Every dwelling constructed on a lot subject to these Restrictions shall contain at least twelve hundred (1200) square feet of fully enclosed, heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, and garages.) No mobile homes, trailers, modular homes, or any type of home, the majority of which is constructed off-site, shall be allowed.

B. All garden sheds and similar storage buildings must be approved by the Architectural Control Committee and shall be in strict compliance with all state and local regulations, codes, and requirements.

3. **SETBACK RESTRICTIONS**

The area included within the setbacks is the build able area. All enclosed living areas of dwellings must be contained within the build able area. The Architectural Control Committee (or the Board of Directors serving in their stead) shall have the absolute right to control the building locations within the build able area. Patio walls or fences may extend into the setbacks.

A building location which does not vary by more than ten (10%) percent from a required distance stated herein shall be deemed to be in compliance with the stated requirement. For the purpose of the covenant, eaves, steps and open porches shall not be considered as part of a building provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.

4. **RE-SUBDIVISION OF LOTS**

No lot shall be subdivided, or its boundary lines changed except with the written consent of the Board of Directors. The restrictions and covenants herein apply to each such building lot so created, provided however, that they shall not restrict the owner of a pair of lots from constructing one single-family residence thereon.

5. ERECTION OF FENCES

All fences must be constructed of southern yellow pine; built in the shadow box style; six (6) feet in height; sealed with a natural stain. All owners must first obtain approval from the Architectural Control Committee before constructing a fence. Some fences will be allowed to be located part way up the side of a house, if the lot is laid out such that the Lot Owner would not otherwise have a backyard of adequate size. The Board will contact neighboring lot owners about connection to fences that they may want to install, before approval is given. Original patio homeowners may ask for permission to enclose their backyard, but must have Architectural Control Committee approval and must leave existing privacy walls as they are. The Architectural Control Committee will provide owners with pictures and detailed drawings of the shadow box design. Fences, walls, shrubbery, hedges, and other impediments to mobility and/or visibility shall be under the jurisdiction and control of the Architectural Control Committee.

6. MAINTENANCE

A. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt condition of home or property, which may tend to substantially decrease the beauty of the neighborhood in whole or in part. Trash, garbage, tree limbs, debris and any other rubbish/waste material shall not be allowed to accumulate in or around the residential property and/or common areas. The cutting of grass and trimming of landscaping on private property is the responsibility of the Lot Owner. Upon failure of the Lot Owner to maintain the property in a responsible and presentable manner, the Association may undertake such maintenance and the cost of same will become an expense assessed to the Lot Owner.

B. All home sites must be landscaped with, at minimum, grass or sod covering all front, sides and rear earth areas not deemed flower/shrub beds within six (6) months of completion of the home. Penalties for violations are found in SECTION 29.

C. Removal of trees: No tree six (6) inches in diameter or greater shall be removed from any lot without the prior approval of the Committee. Diseased, dead, damaged or trees that are an immediate threat to any structure may be removed without the board's approval.

7. GARBAGE AND REFUSE DISPOSAL

No Lot or parcel of land shall be used for dumping or depositing rubbish, trash garbage, and other refuse, nor shall any lot or parcel of land be used as an area for abandoning, storing, or dismantling and/or repairing automobiles, trucks, or other vehicles. Fallen or damaged trees shall not be allowed to remain on any lot, and shall be promptly disposed of.

8. SIGNS

No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot, except that one sign of not more than three square feet in area, may be used to advertise the property for sale. In addition, property owners may place campaign signs on their property, not to exceed three square feet, for any one candidate (one sign per candidate), with the understanding that campaign signs can not be erected

more than 30 days prior to an election and not longer than one after week an election. "For Sale" signs and campaign signs may be placed only on the front half of the Lots. This covenant shall not apply to signs used to identify and advertise the subdivision as a whole. No sign of any kind may be located on any Common Area, except signs erected by the Association or its designee, or any signs required by a governmental unit. Christmas decorations shall be removed by January 6th of the immediately following year and not put up prior to Thanksgiving Day of the subject year.

9. SEWAGE DISPOSAL

Sewage disposal shall only be by a municipal or private sewage company. Tap-on fees and monthly service charges shall be determined by the North Carolina Utilities Commission. All fees and service charges, whenever established, shall be the responsibility of the Lot Owner. Sewage disposal shall not be by individual septic tank systems. In the event the municipal or private sewage company is not available for tap-on at the time any lot owner builds, then individual septic systems may be installed by the Lot Owner, but only until the municipal or private sewage company extends service to the Lot. The Lot Owner shall then be required to connect to the central sewage system within a reasonable time.

10. NUISANCES

These prohibitions extend to any activity on any Lot(s) or Common Area. The Association may implement specific rules regarding conduct and use of any lot. However, the Association is not prohibited by these covenants from finding conduct not specifically mentioned in such rules a nuisance.

A. 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. Specifically, loud and/or offensive noise (whether vocally, electronically, or mechanically produced) and excessive noise produced by pets will be deemed as interfering with the ownership rights and quiet enjoyment of neighboring Lot Owners, and will not be permitted. The subject Lot Owner will receive one warning. Thereafter, fines may be imposed on a daily or per violation basis, at the sole discretion of the Board.

B. No laundry, garments, towels or other items may be hung from a clothes line, privacy wall, fence or other place visible from any street or other residence.

C. No livestock and no domesticated animals other than dogs and cats may be kept by a property owner. Dogs and cats must be on a leash and under the owner's control at all times when off the owner's property. If animals are taken to the Common Area to relieve themselves, the owner is responsible for the immediate removal of animal waste.

D. The maximum total number of dogs and/or cats allowed per Lot Owner is two (2). Owners of record upon adoption of these Amended and Restated Declaration Of Covenants, Conditions and Restrictions are exempted from this restriction. However, dogs and/or cats in excess of the maximum total number of two (2) may not be replaced upon attrition.

11. LIVESTOCK AND POULTRY

In addition to paragraph 10C, *supra*, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lots, except that dogs and cats, as set forth above, may be kept, provided that they are not kept, bred, or maintained for any commercial purposes (e.g., a dog kennel).

12. TEMPORARY STRUCTURES

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

13. WELLS

No water well shall be drilled on any lot for the purpose of human consumption. Water shall be supplied by a municipal or private water company. Tap-on fees and monthly service charges will be set by the North Carolina Public Utilities Commission and all fees so established shall be the responsibility of the Lot Owners. In the event the municipal or private water system is not available at the time a lot owner builds, then a private well may be drilled, but the Lot Owner shall be required to connect to the central water system as soon as it becomes available. Wells may be drilled for the purpose of irrigation. The well head/cover shall not be visible from the street. All fees and expenses associated with connecting to the central water system shall be the responsibility of the Lot Owner.

14. VEHICLES

A. Vehicles with over a $\frac{3}{4}$ ton cargo capacity (per manufacturer's specifications) are not permitted to be parked on Lots or Common Areas except for purposes of immediate loading or unloading. The property owner for whose benefit the loading/unloading is done will be responsible for any damage caused to any Common Area by such vehicles.

B. Airplanes may be kept on the property but must be kept out of sight.

C. Boats of 21 feet or under may be parked in the owner's driveway or on their property out of sight of other property owners, and must be currently registered and stored on a currently licensed trailer. All boats must be seaworthy and in operable condition. No boat shall be parked on the lawn visible from the street. Unightly, inoperable, and unregistered boats cannot be kept on any lot. A boat is deemed unsightly when two (2) or more homeowners and one (1) board member rule it to be such. Penalties for violations are found in SECTION 29.

D. All motor vehicles must be registered, have a current inspection certificate, and be in operating condition. Outdoor storage of an inoperable motor vehicle in excess of seventy-two (72) hours is absolutely prohibited. Outdoor maintenance and repair of an inoperable automobile, truck, or motorcycle cannot exceed twenty-four hours and cannot exceed seven (7) days for a boat.

E. Only registered and licensed vehicles with licensed drivers can be driven on public roads.

F. A maximum of four (4) vehicles is allowed per Lot. This restriction shall not apply to the temporary parking of vehicles. For purposes of this subsection the term "temporary" shall mean a period less than twelve (12) hours.

15. PARKING

Each Lot Owner shall provide off-street parking space for a minimum of two (2) automobiles.

16. SIGHT LINE LIMITATIONS

No fence, wall, hedge, shrub, planting, or other object which obstructs the 100-foot sight lines shown on the recorded plat shall be placed or permitted to remain on any corner lot. No tree or shrub shall be permitted to remain within the sight line distance unless the foliage is maintained in a manner to prevent obstruction of such sight lines.

17. DRAINAGE AND UTILITIES SERVICE EASEMENTS

Easements for installation and maintenance of drainage facilities are reserved as shown on the recorded plat. All maintenance shall be the responsibility of the purchaser of a Lot, his heirs, successors and assigns within said easement. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of drainage facilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Board shall maintain a program for the proper care and maintenance of the drainage ditches in the Subdivision. The annual cost to each Lot owner for the maintenance of the drainage ditches is to be determined by the Board and is payable to the Association in June of each fiscal year. Easements for the installation of utilities (electric, water, sewer, cable etc.) and the maintenance thereof are reserved along the entire distance of all interior lot lines for a perpendicular distance of five (5) feet on either side of said interior lot lines and over the front ten (10) feet and rear ten (10) feet of each lot the entire distance of the front lot lines and rear lot lines.

18. DRIVEWAY EASEMENTS

A. There are hereby reserved reciprocal easements of seven (7) feet on either side of the interior lot lines and thirty five (35) feet from the front lot lines of all Lots subject to these Restrictions for the construction of common driveways from the roads within the Subdivision into the Lots. The Lot Owners subject to the reciprocal driveway easements and sharing the common driveways shall have the right to enter upon all property located within the easement area from the construction, maintenance, and use of said property for driveway purposes, only. Pairs of lots with reciprocal driveway easements are designated as "-A" and "-B", prefixed by the same lot number.

B. All driveways and parking pads must be constructed of concrete. Lot Owners shall have twenty-four (24) months from the time the Amended and Restated Declaration Of Covenants, Conditions and Restrictions For Plantation Pointe Homeowners Assn, Inc. is approved and recorded in which to complete construction/installation of concrete driveways and parking pads.

19. OWNERSHIP, USE AND ENJOYMENT OF STREETS, AND OTHER AMENITIES

Each of the streets in the Plantation Pointe Subdivision (Patio Homes) now or hereafter designated in any plat of the property, as well as buffer areas and other amenities are private and neither the Developer's execution nor recording of the plat nor any other act of the Developer with respect to the property is, or is intended to be, or shall be construed as a dedication to the public of any said streets, buffer areas and amenities, other than as reflected therein. An easement for the use and enjoyment of each of said streets and areas is reserved to the persons who are, from time to time, members or associate members of the Plantation Pointe Homeowners Assn., Inc. to the residents, tenants and occupants of any residential buildings, and to the invitees of any of the aforementioned persons; the use of which shall be subject to such rules and regulations of these Restrictions and the Association. The Association may dedicate the streets to a public authority if it so desires.

20. BUSINESS ACTIVITY

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise which is intended for profit, altruist purposes, or otherwise, shall be conducted, maintained or permitted on Lot or Common Area within Plantation Pointe. Home-based businesses whose primary channel of communication, in the course of business, is the internet may be excepted from this restriction.

A. No unit may be used in any manner which violates any laws, ordinances or regulations of any duly constituted government body.

B. Owners of record are responsible for any damage to Common Area caused by them, their family, guest or tenants.

C. Nothing may be added or taken away from any Common Area without the written consent of the Board of Directors.

21. ARCHITECTURAL CONTROL COMMITTEE

There shall be, at the discretion of the board, an Architectural Control Committee (hereinafter referred to as "Committee"), composed of three (3) members of the Association appointed by the Board. The Architectural Control Committee shall have the following rights and powers:

A. Written Approval of Committee. All plans and specifications regarding any new construction, additions, sheds, fences, driveways, or culvert pipes, on or moved upon to any Lot, and the proposed locations thereof on any Lot or Lots, the construction materials, the roofs and exterior color schemes, any 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 written approval of the Committee, or Board of Directors acting on behalf of the Architectural Control Committee, before any such work is commenced.

B. Building Plans To Be Submitted. There shall be submitted to the Committee 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, placed 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, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape plantings.

C. Time For Approval. The Committee shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person submitting them and the other copy thereof shall be retained by the Association.

D. Criteria For Approval. The Committee shall establish written architectural and aesthetic criteria to be used in reviewing all home plans, specifications and details submitted for its approval, copies of such criteria may be obtained from the Committee upon request. Such criteria shall be subject to revision or amendment at any time by the Committee.

E. Right To Disapprove. The Committee shall have the right to disapprove any plans, specifications, or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions, the written criteria, or the general plan of the Lots; if the design or color scheme of the proposed buildings 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 Committee 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.

F. Committee Not Liable For Plan Defects. Neither the Committee nor any agents thereof all be responsible in any way for the defects in any plans or specifications submitted, revised or approved ordinance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. Right To Inspection. The Committee 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

22. PLANTATION POINTE HOMEOWNERS ASSN., INC.

A. Membership. Every person upon acquiring title, legal or equitable, to any lots in the subdivision shall become a member of the Plantation Pointe Homeowners Assn., Inc., a North Carolina non-profit corporation, herein referred to as "Association" and as long as he is the owner of such Lot, he must remain a member of the Association. Such membership is not intended to apply to those persons who hold an interest in any Lot or unit 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 will then be subject to all 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 charged and special assessments.

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

A lot owner who is twelve (12) or more months delinquent in the payment of Association fees or assessments shall lose all Association voting privileges.

B. Notice and Quorum For Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized for establishing and collecting annual and special assessments shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting maybe called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

C. Purpose. The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivision.

D. Maximum Annual Assessment. The maximum annual assessment shall be ONE HUNDRED SEVENTY FIVE DOLLARS (\$175.00) per lot, except

i. From and after January 1 of each year, the maximum annual assessment may be increased each year, not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

ii. From and after January 1 of each year, the maximum assessment may be increased above five percent (5%) by vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

ii. From and after January 1 of each year, the maximum assessment may be increased above five percent (5%) by vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

iii. There shall be an annual road assessment fee of \$100.00, for a period of 5 (five) years, commencing in 2005 and expiring in 2010.

E. Special Assessments For Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that 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 maintenance and repair, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Lot Owners, who are voting in person or by proxy, at a meeting duly called for this purpose.

F. Maintenance of Roads and Common Areas. The Association shall be responsible for the maintenance, repair and upkeep of the private streets and other private areas within the Subdivision. The Association shall also promulgate and enforce all regulations necessary for the use and enjoyment of such streets and such other properties as it may from time to time be entitled to use or own. Roads and shoulders must at all times be maintained in an excellent state of repair and landscaped.

G. Damage To Roads. Lot Owners are responsible for any and all damage to roads and/or Common Areas caused by them, their family, guest or tenant. Lot Owners are also liable for any damage to roads and/or Common Areas caused, in whole or in part, by their contractors or subcontractors.

H. Powers of Association. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to levy against every member of the Association a uniform annual charge per lot owned within the Subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation. The Association may also charge any user or member a fee for the use of any amenities owned or operated by it

i. Every such charge so made shall be paid by the member to the Association or its designee on or before the due date established by the Association. The Board of Directors of the Association shall fix the amount of the annual charge per lot at least thirty (30) days before the due date and written notice of the charge so fixed shall be sent to each member.

ii. If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and/or a monthly late fee of \$10.00, whichever amount is greater. The annual charge shall if unpaid within thirty (30) days of its due date become a lien or encumbrance upon the Lot and acceptance of each deed, not including acceptance by a mortgagee, shall be construed to be a covenant to pay

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the charge. The Association may publish the names of the delinquent members, and may record a Lien to secure payment of the unpaid charge plus costs, late fees, interest and reasonable attorney fees. Every such lien may be foreclosed at any time. In addition to the remedy of lien foreclosure, the Association shall have the right to sue for such unpaid charges, interest, late fees, costs, and reasonable attorney fees, in any court of competent jurisdiction as for a debt owed by any delinquent member to the Association. Every person who shall become the owner of the title (legal or equitable) to any lot in the Subdivision by any means shall be conclusively held to have covenanted to pay the Association or its designee all charges that the Association shall make pursuant to any paragraph or subparagraph of these Restrictions or its Bylaws.

iii. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association certifying that the charges on a specified lot have been paid or that certain charges against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any charges therein stated to have been paid.

H. Application of Assessments. The fund accumulated as the result of the charges levied by the Association shall be used exclusively to promote the recreational facilities of, and the health, safety and welfare of the members of the Association and in particular for the improvements and maintenance of the streets, and other property within the Subdivision which shall have been conveyed to or acquired by or subject to use by the Association.

I. Subordination of The Lien To Mortgages. The lien on the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

23. COMMON AREAS

The Common Areas shown on the Plats referred to above and on Plats hereafter filed are restricted for use as herein provided. The Common 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 Common 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.

Annexation of Additional Property:

A. Except as provided in Section B, below, annexation of additional property shall require the assent of two-thirds (2/3) of the members at a meeting duly called for said 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.

B. The Association reserves the right absolutely to change, alter or re-designate the allocated, planned, platted, or recorded use, area, or designation of any Lot or other property shown on any map of the Subdivision and all other property not designated as Lots on the recorded maps of Sections VI-C and VI-E (so long as the Association, its successors and assigns retains title to the property involved), including, but not limited to, the right to change, alter or re-designate lands for condominium, multi-family or single family residential use, to change, alter or re-designate roads, utility and drainage facilities and to change, alter or re-designate such other present and proposed Lot lines and facilities as may, in the sole judgment of the Association, be necessary or desirable.

24. EASEMENTS

Easements are reserved as follows:

A. Roads. The Association expressly reserves unto itself, its successors and assigns, and subjects the properties which are the subject of this Declaration to an easement and right of way over the roadways shown on the maps as recorded in the Map Book verify 20 at Page 41 and in Map Book 20 at Page 59 of the Fender County Registry, for access to adjoining properties owned by Developer and such easements as maybe necessary to provide public utility service to adjoining properties owned by Developer.

B. Building Encroachments. In the event that by reason of the construction, reconstruction, settlement or shifting of any of the buildings upon any Lot, should any buildings encroach upon an adjoining Lot or upon any portion of the Common Areas and facilities, (whether the same now exists or may be caused or created by existing construction or alterations), then a valid easement appurtenant to such Lot shall exist for the continuance of such encroachment onto the Common Areas or onto the adjoining Lot for so long as such encroachment shall naturally exist.

25. ENFORCEMENT

The Association, or any Lot 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 any Lot Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

A. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

B. Lots Subject to Declaration. All present and future owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of the Declaration and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, their respective legal representatives, heirs, successors, and assigns, and shall run with and bind the land and shall bind any person

having at any time any interest or estate in any Lot as though such provisions were made a part of each and every deed of conveyance of lease.

C. Amendment of Declaration. The covenants and restrictions of this Declaration may be amended by an instrument, agreeing to change said covenants in whole or in part and signed by a majority of the owners of the lots covered by these covenants, duly recorded in the office of the Pender County Register of Deeds; provided that no amendment shall alter any obligation to pay *ad valorem* taxes assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein.

26. POWERS OF BOARD

The Board of Directors, in addition to all other powers granted in the Declarations, Articles of Incorporation, and Bylaws, shall have those powers set forth in North Carolina General Statute 47F-3-102 as may be amended from time to time.

Above-ground pools shall be subject to application to and approval by the Board of Directors. No above-ground pool may be visible from any Association street, lot or Common Area.

27. ADOPTION OF CERTAIN PROVISIONS OF THE N.C. PLANNED COMMUNITY ACT

The provisions of North Carolina General Statutes 47F-3-107, 47F-3-115, 47F-3-116, and 47F-3-120 shall be applicable to the Association, its Members, Lot Owners and Board of Directors, and the Amended and Restated Declaration of Covenants, Conditions and Restrictions is hereby amended to include those provisions.

28. RULES AND REGULATIONS

The Board of Directors may promulgate, from time to time, such Rules and Regulations as it deems reasonable and necessary governing the administration, management, operation, and use of the Common Areas, so as to promote the common use and enjoyment thereof by Lot Owners, and for the protection and preservation thereof, in addition, the Board may adopt such rules and regulations as it deems reasonable and necessary with respect to lots, to provide for the common good and enjoyment of all Lot Owners, including, without limitation, the right to adopt such rules and regulations with reference to tenants, in no event shall any rules or regulations be inconsistent or materially more restrictive than the provisions contained in the Declaration and Bylaws. Any such rules or regulations adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations may be adopted by Members/Lot Owners at an annual or special meeting. Any such rules and regulations shall control over any contrary rule or regulation then and thereafter adopted. All rules and regulations shall be equally and uniformly applicable to all Lot Owners. Copies of all such rules and regulations, and any amendments thereto shall be furnished to all Lot Owners, and a copy shall be posted or otherwise made available to Lot Owners. However, failure to furnish, or post, or make available such rules and regulations shall not affect, in any way, their validity and enforceability.

29. FINES

A. Fines. The Board shall, in addition to all other powers granted in the Declarations, Articles of Incorporation, and Bylaws, have the power to fine the Lot Owners for violations of the Declarations, Articles of Incorporation, Bylaws, and Rules and Regulations. Provided, however, the decision of the Board to impose a fine shall not be deemed an election to waive any other rights or remedies to enforce compliance with the provisions of the Declaration, Articles or Incorporation, Bylaws, and Rules and Regulations, and all such remedies maybe pursued simultaneously.

B. Notice. Prior to the imposition of any fine, the Board or a committee appointed by the Board shall serve the alleged violator with written notice setting forth a.) the nature of the alleged violation; b.) the proposed fine to be imposed; c.) a statement that the alleged violator may present a written request for a hearing to the Board, or a committee appointed by the Board, within fifteen (15) days of the notice; and d.) a statement that the proposed fines shall be imposed as contained in the notice unless a request for hearing is received within fifteen (15) days of the notice. If a timely request is not received, the fines stated in the notice shall be imposed; provided however, the Board or its committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fifteen (15) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same. In the event of a continuing violation, each day the violation continues beyond the fifteen (15) day period constitutes a separate offense, and fines may be imposed on a *per diem* basis without further notice to the violator. In the event of the same violation re-occurring within one (1) year from the date of any notice hereunder, the board or its committee may impose a sanction without notice to the violator.

C. Hearing. If the hearing is requested within the allotted fifteen (15) day period, the hearing shall be held before the Board or a committee appointed by the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any fine hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Officer, Director or Agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or his representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, imposed, which written statement shall be mailed by first class mail to the violator.

D. Amount. If it is decided that a fine should be imposed, a fine in an amount set forth in a schedule as published in the Rules and Regulations, or if the violation is not included in the schedule, in an amount not more than \$150, shall be imposed for the violation, and if said violation is continuing, said fine may in the discretion of the Board or committee be imposed for each day that the violation occurs. Such fines shall be deemed assessments and shall be collected by any legal means, including, but not limited to, the provisions set forth in G.S. 47F-3-116.

E. Fines can be discussed, revoked or enforced by the offending homeowner, two (2) board members and two (2) homeowners of the offenders' choosing. Majority rule will stand.

30. ACQUISITION OF TITLE

The term "acquisition of title" as set forth in North Carolina General Statute 47F-3-115(f) shall mean, for purposes of this Declaration, the end of the redemption period or upset bid period applicable to such foreclosures and the purchaser at such foreclosure sale shall be liable for assessments against the Lot/Unit which became due after the end of the redemption period or upset bid period.

31. AUTHORITY OF ASSOCIATION TO BID AT FORECLOSURE SALE

In any action by the Association to foreclose the Claim of Lien for Assessments in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes pursuant to North Carolina Statute 47F-3-116, the Association or its designee, may bid at the foreclosure and take title to the Lot/Unit and convey the same in the same manner as any other purchaser. While a Lot/Unit is owned by the Association following foreclosure a.) no right to vote shall be exercised on its behalf; b.) no assessment shall be levied on it; and c.) each other Lot/Unit shall be charged, in addition to its usual assessments, its pro rata share of the assessment that would have been charged such Lot/Unit had it not been acquired by the Association.

The undersigned, being the President of Plantation Pointe Homeowners Assn., Inc., does, by his/her execution hereof, certify that this Amended And Restated Declaration Of Covenants, Conditions and Restrictions For Plantation Pointe Homeowners Assn., Inc. was duly adopted by a vote of at least a majority of the Members of the Association, in person or proxy on January 25, 2007 (see "Exhibit A", appended hereto) and was duly adopted by affirmative vote of the Board of Directors, and that all the procedures, steps and requirements necessary to amend Declaration Of Covenants, Conditions and Restrictions For Plantation Pointe Homeowners Assn., Inc. have been duly complied with, this day and year.

Plantation Pointe Homeowners Assn., Inc.

By: _____ President

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, _____, Notary Public, do certify that _____, President of Plantation Pointe Homeowners Assn., Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing document on behalf of said corporation.

Witness my hand and official seal this the ___ day of _____, 2007.

Notary Public: _____

My Commission expires: _____

I/we _____, owner/s of Lot # _____ in Plantation Pointe Homeowners Association, Inc. do hereby approve the Amended and Restated Declaration of Covenants, Conditions and Restriction for Plantation Pointe Homeowners Assn., Inc.

Signature: _____

Signature: _____

STATE OF: _____

COUNTY OF: _____

I, _____, Notary Public, do certify that _____, owner of Lot # _____ of Plantation Pointe Homeowners Assn., Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing document on behalf of said corporation.

Notary Public: _____

My Commission expires: _____