

ARTICLE I

DEFINITIONS

"Association" shall mean and refer to OYSTER HARBOUR Homeowners Association, Inc., a not for profit North Carolina corporation, its successors and assigns.

"Owner shall mean and refer to any contract buyer and/or the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of any of the Property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Declarant shall not be deemed an Owner.

"Property" shall mean and refer to that certain property shown on plat(s) recorded in Plat Books and Pages: 22 of 257, 258, 259, 260 and 261 in the Office of the Register of Deeds for Brunswick County, North Carolina and any additional property which Declarant may make a part of this Subdivision, as provided for in the Declaration of Restrictive Covenants of OYSTER HARBOUR SUBDIVISION, recorded separately. The terms "Property," "Subdivision," and "OYSTER HARBOUR" are interchangeable.

"Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of this Subdivision.

"Dwelling Unit" shall mean and refer to the completed single family home located upon a Lot.

"Declarant" shall mean OYSTER HARBOUR, LLC, a North Carolina Limited Liability Company, and its successors and assigns if such successors and assigns acquire two or more undeveloped lots from the Declarant for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to and assumed by such successors and assigns.

"Common Property" shall mean all property owned by the Association for the common use and enjoyment of all or a designated class of members. Common Property includes without limitation all existing and future roads and right-of-ways and all greenways, median strips, cul-de-sac centers, planting areas, and recreational areas, and facilities, open space, walking trails, casements, boat ramps, community boat slips, and community piers that are developed on the Common Property (it being understood that this enumeration is by way of description of the type of facilities that may be developed and in no way shall bind or obligate the Declarant to provide any of the described facilities) and all entry way, directional, and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Declarant, the Owners, and any member in the Association, including without limitation such Common Property as may be shown on the recorded plat(s) of the Property. Except by the Declarant, the Common Property shall not be used for public commercial purposes, but may be used for enjoyment of the Association's members for fund-raising activities to support the purposes of the Association.

"Committee" shall mean the Architectural Review Committee established by the Declarant for the purpose of administering control over architectural, landscaping, and related matters, as provided in Article V of this Declaration.

ARTICLE II

RIGHTS AND DUTIES OF THE ASSOCIATION
AND PROPERTY OWNERS ASSESSMENTS

Section 1. Owner's Easements of Enjoyment. The Declarant and, to the extent provided by this Declaration, every Owner shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the Property, to be used in common with others, for the purpose of providing access to lot(s) owned or dwelling unit(s) owned by the owner for himself, his family, agents, licensees and invitees, and for his and their non-exclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in this Declaration. Every Owner, and the members of such Owner's family who reside with such Owner or are overnight guests of such Owner, shall have the right to use the recreational areas within the Common Property, subject however to such Owner paying when due the dues and assessments of the Association and abiding by all rules and regulations of the Association, including without limitation those governing the use of the recreational areas and the Common Property. Non-Owners shall only be entitled to use the recreational areas on such terms and conditions as the Association may select.

Section 2. Annual Assessments.

(a) The Association shall have the duty to repair, replace, and maintain all recreational areas and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property. The Association shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each Owner in such periodic installments as the Association may determine, to be used to pay: (1) the operating and administrative expenses of the Association; (2) the costs of maintenance, upkeep, replacement and repair of all recreational areas, and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property; and (3) other expenses necessary or useful to maintain and operate the Association and the recreational facilities (including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the Association). It is understood (by way of example and without limitation) that the assessment funds shall be used for such matters concerning Common Property as the following: maintenance, repair and replacement of improvements within the recreational areas, the seeding and re-seeding road right-of-ways and Common Areas, erosion control, repairing of road shoulders, surfacing, patching and resurfacing of parking lot and road pavement, placement of gravel, and planting and maintenance of shrubs, trees and seasonal flowers.

(b) The annual assessments may also be used by the Association for the purpose of adding to the recreational facilities.

(c) The annual assessment payable by each Owner shall be \$395.00 per lot per calendar year. The annual assessment shall be due and payable on January 31 of each year. This assessment shall be deferred as to any lot purchased by a builder with the intent to build a house for resale to the public at large. This assessment will be payable as to any lot purchased by a builder who purchases a lot for the purpose of building a custom home under contract with the ultimate residents. This assessment will be prorated on a calendar year basis from the date title to each lot for which an assessment is payable is transferred to the Owner.

(d) The annual assessment may be increased or decreased by the board of directors of the Association without a vote of the membership to an amount not more than ten percent (10%) in excess of the annual assessment for the previous year. A majority vote of each class of voting members of the Association must approve an increase or decrease in the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than ten percent (10%).

(e) Annually the board of directors of the Association shall have determined and shall have given written notice to each Owner of the annual assessment affixed against each owner for the immediately succeeding calendar year.

Section 3. Special Assessments.

In addition to the assessments specified herein above, the Association may levy special assessments for the purpose of supplementing the annual assessment if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association as described in Section 2 hereof, provided that any such special assessments shall have the assent of a majority of each class of the voting members of the Association at a duly called meeting.

Section 4. Removal of Obstructions and Unsightly Growth, Debris, and Materials.

(a) The Association may remove any obstructions of any nature located within road right-of-ways or other Common Property (including but not limited to trees, shrubs and mailboxes) which, in the opinion of the Association, either might produce a hazard or might interfere with the ability or willingness of the State of North Carolina (or agency or department thereof) to take over the responsibility for maintenance of the roads.

(b) The Association shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who directly, or throughout his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way or other Common Property, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-ways or other Common Property. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

(c) If the Association, in its sole discretion, determines that any lot has become unsightly due to grass or weeds that have not been mown, or due to debris of any nature having accumulated on the lot, then the Association shall have the right from time to time to enter the said lot for the purpose of mowing the grass or removing the debris. At lest ten (10) days prior to entering a lot for said purpose, the Association shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such lot, to the extent that the Association has been put on written notice in advance by the Owner of the approximate location on a chart or map of such lot showing the location of planted trees to be avoided.

(d) The Association shall have the right in its sole discretion, to charge back the actual cost of mowing the grass or removing the debris against the owner. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

Section 5. Duty to Make Repairs

(a) Until accepted for maintenance by governmental authority, the obligation for the repairs, maintenance and improvements of the roads as shown the aforesaid plat(s) or any other common property shall be the responsibility of the Association with the Owner of each lot except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the Owner of each lot.

(b) The decision to expend Association funds to repair and maintain the roads the roads or other Common Property shall be made by a majority of the board of directors of the Association. By such vote, the board may delegate such authority to any committee of the board. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

(c) Notwithstanding the foregoing, each Owner of a lot shall be solely responsible for any repairs to a road right-of-way or other Common Property caused by the negligent act or acts of said owner, his or her invitees, agents, licensees, or guests. For these purposes, it shall be a negligent act for any building material to be unloaded on any road or road right-of-way.

Section 6. Late Charges and Interest on Unpaid Assessments.

Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the board of directors of the Association, which interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is \$25.00 and shall be charged as to any assessment that is not paid within 30 days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within thirty (30) days of the date due. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is thirty (30) days after the due date. The board of directors may change the initial late charge, interest rate, due dates and lien assessment date by majority vote of the directors.

Section 7. Lien for Unpaid Assessments

(a) In the event the Owner of any lot fails and refuses, after demand by the Association, to pay any annual or special assessment then the Association shall have a lien against said lot and may enforce collection of said assessment in law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such unpaid assessment together with the costs and expenses of collection, including without limitation, reasonable attorneys' fees, shall be a charge and lien against the said lot.

(b) To secure the payment of the annual and special assessments as are levied by the Association, together with the cost of collection including attorney's fees, all such charges shall be a continuing lien upon the lot against which the assessments

are made. Such charges shall also be their personal obligation of the person(s) who were the owner or owners of such lot at the time the assessment came due. Their personal obligation shall remain a lien upon the lot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.

(c) Neither the assessments nor the costs of collection shall be a lien upon any Common Property nor shall the lien upon any lot for such charges be senior to any first lien mortgage or first lien deed of trust regardless of the fact the lien arose prior to the date and time of recording of any such first lien mortgage or deed of trust.

ARTICLE III

MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Membership Every owner of a lot which is subject to this Declaration shall be a member of the Association. Membership is appurtenant to and may not be assigned. If and when Declarant develops additional Sections in the Subdivision the Owners of those lots shall be members of the Association. The Declarant shall also be a member so long as it owns property within this expandable Subdivision.

Section 2. Class Membership Voting The Association shall have two (2) classes of membership:

Class A

Class A members shall be all lot Owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. When more than one (1) person owns an interest in a lot all such persons shall be members but the vote for such lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any lot.

Class B.

(a) Class B members shall be entitled to vote ten (10) votes for each lot owned. Class B membership shall consist of the Declarant, or its successors or assigns, until the happening of either of the following events whichever occurs earlier.

1. The earlier of four months after ninety percent (90%) of all the lots in the Subdivision are sold as well as all adjacent undeveloped acreage sold and conveyed by the Declarant to unrelated third parties; or
2. Ten (10) years from date of recordation of this Declaration; or
3. At such time as Declarant voluntarily relinquishes Majority control of the Association by a duly recorded instrument.

(b) Upon the happening of the earlier of either the three above described events, Class B membership shall cease and terminate and shall be converted to Class A membership.

Section 3. Board of Directors. There shall be three (3) members of the board of directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The directors shall have annual meetings and other

such meetings as may be called at the request of the president of the Association or by any two (2) directors. So long as the Declarant, or its successors and assigns, is the Class B member, it shall select the board.

Section 4. Suspension of Voting Rights. The Association shall have the right to:

- (a) Suspend the voting rights (if any) of an Owner for any period during which assessment on his lot remains unpaid and enforce collection of the same; and
- (b) Suspend the voting rights (if any) of each Owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to terms of said contract are delinquent, during which period of time the Declarant shall succeed to the voting rights of said contract buyer.

Section 5. Additional Sections

The Declarant reserves the right (but is not obligated) to develop one or more additional Sections of OYSTER HARBOUR SUBDIVISION and incorporate the same within the provisions of this declaration.

ARTICLE IV

CONVEYANCE OF COMMON PROPERTY

Within ten (10) years from the date of recording of this Declaration, Declarant will convey by deed its right, title, and interest in and over the road right-of-ways and any other Common Property within the Subdivision to the Association.

ARTICLE V

ARCHITECTURAL CONTROL

(a) In order to control design and location of the houses and other improvements to be constructed, erected, placed, or installed (hereinafter "improvements") upon the lots in the Subdivision, the Declarant hereby creates an Architectural Review Committee (hereinafter "Committee") for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such improvements (regardless of when such Improvements are made), and the landscaping of each lot. This Committee is also created for the purpose of reviewing, approving, suggesting changes to, and rejecting swimming pools, out buildings, boat houses, ramps, piers, driveways, enclosures for satellite dishes, and if Declarant so desires, for mailbox design. This Committee will be responsible for the control of size, color, materials, and content of rental and sales signs in this Subdivision, and for the approval or disapproval of boats, boat trailers, travel trailers, motor homes, tractor trailer trucks, or any other such vehicle, that are kept or maintained or located upon any lot unless located within enclosed garages. The Committee will also be responsible for the control of temporary construction shelters or vehicles in this Subdivision. The Committee will require a fee of \$250.00 to review house plans for each Owner wishing to build. The review process may be subcontracted out at the discretion of the Committee.

(b) The Committee shall consist of three persons designated or appointed from time to time by the Declarant. After 90% of the lots in Subdivision are sold and 90% of undeveloped acreage is sold by the Declarant, its successors or assigns, said Committee shall be elected by a majority vote of the Board of Directors; provided, however, Declarant, its successors or assigns, shall be entitled to at least one Committee member until all of its lots in this Subdivision have been sold.

(c) Except within the building site (unless within 20' of the main dwelling), no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the Committee. No building, fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained, or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents.

(d) The Plans include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.) proposed building plans and specifications, exterior color, finish, and materials. The areas over which the approval shall be required shall include but shall not be limited to the size and plan of the principal residential structure, and all accessory buildings, structures and improvements on the lot, the location of the well, the size and plan of the garage or carport, location and manner of construction of each driveway, swimming pool, utility building, patio, tennis court, and other improvements for athletic, recreational, or gymnastic purposes, and all other exterior improvements, the composition and color of raw and finished materials used on the exterior of all structures, and the location and type of any landscaping, shrubbery, and other plantings.

(e) With a set of plans, a \$500.00 refundable road repair bond must be posted with the Homeowners Association. If the road shoulders and road have not been damaged during construction, the bond will be refunded.

(f) The Committee or its designated agents shall have forty five (45) days after physical receipt of the plans to accept or reject the same in whole or in part. If no response by the Committee has been made in writing within said forty five (45) days, the plans shall be deemed to be approved as submitted. After the plans are approved and after the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration and, in this regard each Owner shall provide the Committee with the foundation survey as soon as it is made. The Committee shall have the right to waive setback violations when the remedial costs of correcting such violation, in the Committee's opinion, would impose undue hardship upon the violator.

(g) The actual construction shall be the responsibility of the Owner of the lot and his builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Declarant or the Committee or its designated agent of the structural stability, design or quality of any building or other improvement or of the contractor who constructs such buildings or other improvements.

ARTICLE VI

GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property, that the Property shown on the recorded plat(s) herein referred to, and all Property presently owned as part of OYSTER HARBOUR SUBDIVISION which plat(s) are to be recorded, and all

Property which may be acquired in the future to be made a part of OYSTER HARBOUR SUBDIVISION, is made subject to the Declaration of Restrictive Covenants of OYSTER HARBOUR SUBDIVISION as may be amended or modified (hereinafter referred to as "Restrictions") which Restrictions shall be recorded separately and shall refer to this Declaration and incorporate it by reference.

ARTICLE VII

CAPTIONS, ENFORCEMENT AND INVALIDATION

Section 1. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

Section 2. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

Section 3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable attorneys' fees.

Section 4. Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

Section 5. The Declarant reserves the right to amend this Declaration from time to time without joinder of any of the Owners.

ARTICLE VIII

THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Covenants, Conditions and Restrictions of OYSTER HARBOUR SUBDIVISION and OYSTER HARBOUR Homeowners Association, Inc. are to run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a sixty-six percent (66%) majority of the then Owners of the lots, and the Declarant and has been recorded agreeing to change said Declaration in whole or in part.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions and Restrictions of OYSTER HARBOUR SUBDIVISION and OYSTER HARBOUR Homeowners Association, Inc. to be duly executed this _____ day of February, 2000.

OYSTER HARBOUR, LLC.

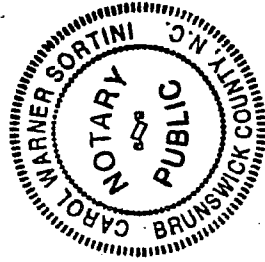
Inst # 36716 Book 1357page: 1096

By: Will Allen

Manager

STATE OF NORTH CAROLINA)
COUNTY OF Brunswick)

I, a Notary Public of the County and State aforesaid, certify that William G. Allen personally came before me this day and acknowledged that he is the Manager of Oyster Harbour, LLC., a North Carolina limited liability company, and that by authority duly given and as the act and deed of the said company the foregoing instrument was signed him.



Notary Public: Carol Warner Sortini

Commission expires: 1-2-2002

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of CAROL WARNER SORTINI

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this _____ 8th _____ Day of _____ February _____, 2000
in the Book and Page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

12011101
Superceded by
BK 1403
P1 1
35882

(6)

BRUNSWICK COUNTY—Register of Deeds
Robert J. Robinson
Inst #36717 Book 1357/ Page 1097
02/08/2000 09:18am Rec#

DECLARATION OF
RESTRICTIVE COVENANTS
OF
OYSTER HARBOUR SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS OF OYSTER HARBOUR SUBDIVISION is made this 7 day of February, 2000 by Oyster Harbour, LLC hereinafter referred to as "Declarant", and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration of Restrictive Covenants of OYSTER HARBOUR Subdivision, hereinafter "Restrictions."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Brunswick County, North Carolina known as OYSTER HARBOUR Subdivision; and

WHEREAS, Phase 1 of OYSTER HARBOUR Subdivision is more particularly described by plat(s) thereof recorded in the following Plat Book(s) and Page(s), 22 of 257, 258, 259, 260 + 261 in the Office of the Register of Deeds for Brunswick County to which reference is hereby made for a more complete description; and plat(s) for additional phases made a part of this subdivision will be recorded at a later date; and

WHEREAS, said lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of the owner to convey the aforesaid lots to persons who will erect thereon residences to be used for single family purposes, subject to the provisions hereinafter set forth; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to these Restrictions, and the Declaration of Covenants, Conditions and Restrictions of OYSTER HARBOUR Subdivision and OYSTER HARBOUR Homeowners Association, Inc., hereinafter "Declaration", recorded separately in the Office of the Register of Deeds for Brunswick County for the benefit and protection of the property and for the mutual protection, welfare and benefit of the present and the future owners thereof; and

WHEREAS, Declarant desires to provide for the preservation of the values of OYSTER HARBOUR Subdivision made subject to these Restrictions and the Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements thereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described herein on above said recorded plat(s) is made subject to these Restrictions and the Declaration and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of OYSTER HARBOUR Subdivision as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties now or hereafter subjected to these Restrictions and the Declaration, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

REC Russell Davis
TOTAL \$0.00 REV 8812.50 IC#
REC# 17 CK AMT. 0.00 CK# 7118
CASH REF BY

PROPERTY SUBJECT TO THESE RESTRICTIONS AND THE DECLARATION

AND ADDITIONS THERETO

1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions and the Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Brunswick County, North Carolina, and is shown on maps recorded in Map Book (s) and Page(s) Plat Book _____, Page _____ in the Office of the Register of Deeds for Brunswick County.

2. Additions to Existing Property. Additional property may be brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association:

(a) Declarant reserves the right to subject to this Declaration other certain contiguous property that it owns or may acquire, which may be developed into tracts and roadways and may later be made a part of OYSTER HARBOUR Subdivision. Declarant shall have and hereby reserves the right and option, from time to time and for so long as the Declarant owns any contiguous property, to subdivide all or any portion of the same into additional tracts by the filing of a plat designating such tracts on the records of Brunswick County, North Carolina, and upon any such filing the number of tracts located on the property shall be increased to include such additional tracts:

(b) Additional residential property and common area, consisting of not more than five hundred (500) acres, outside of the area may be annexed to the properties and brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association in future stages of development without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within ten (10) years after the date of this instrument.

(c) The additions authorized under subsections (a) and (b) shall be made by filing of record Supplementary Declarations of Declaration of Restrictive Covenants of OYSTER HARBOUR Subdivision and by filing of record Supplementary Declarations of Declaration of Covenants, Conditions and Restrictions of OYSTER HARBOUR Subdivision and OYSTER HARBOUR Homeowners Association, Inc., with respect to the additional properties which shall extend the scheme of these Restrictions and the Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessments for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of these Restrictions and the Declaration as may be necessary.

GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property that the Property is hereby subject to these Restrictions as to the use thereof and do agree, publish and declare that the deeds hereinafter made by it to purchasers of the Property shall be made subject to the Declaration and to the following Restrictions:

1. Except as otherwise provided in these Restrictions, the lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and related structures incidental to the residential use of the lot, such as garages and boat houses, which otherwise comply with these Restrictions, except that Declarant reserves

the exclusive right to construct a roadway over any lot owned by it in order to grant access to other property acquired by Declarant and in such cases the remainder of any such lot not used for the roadway shall still be subject to these Restrictions.

2. Each single-family dwelling shall have an enclosed, heated living area (exclusive of open porches, garages, and other unheated spaces) not less than Two Thousand Four Hundred (2,400) square feet on waterfront lots and One Thousand Eight Hundred (1,800) square feet on water access lots. The design, location, and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved in advance by the Architectural Review Committee, hereinafter referred to as the "Committee", which Committee is established pursuant to the Declaration.

3. All improvements to the lot must comply with Brunswick County setback requirements or those set out in the recorded plat.

4. More than one lot (as shown on said plat(s)) or portions thereof, may be combined to form one or more lots by (or with the written consent of) Declarant, its successors and assigns. No lot may be subdivided by sale or otherwise, except by (or with the written consent of) Declarant, its successors and assigns. Upon combination or subdivision of lots, the building line requirements prescribed herein shall apply and the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined or subdivided. The resulting building site and structures erected thereon must otherwise comply with these Restrictions and the new property line of the resulting building site shall be used to compute the set-back lines as set forth herein.

5. All connections of private driveways to OYSTER HARBOUR road system, and all connections of private easements and right-of-ways to that road system shall be constructed and maintained in accordance with the rules, regulations and specifications as approved by The Architectural Review Committee of OYSTER HARBOUR Homeowners Association, Inc.

6. There shall be no signs, fencing, or parking permitted within the road right-of-way.

7. No building, fence, wall, pool, outbuilding, driveway, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents. The Committee's refusal or approval of plans may be based upon purely aesthetic considerations, which in its sole discretion the Committee shall deem sufficient, but approval shall not unreasonably be withheld. One copy of all plans and related data shall be furnished to the Committee for its records. If no action is taken by the Committee within forty five (45) days after plans are submitted to it, the owner may proceed to build without approval.

8. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in this subdivision, excepting however, Declarant's mobile offices provided for hereinbelow.

9. With the exception of construction which is interrupted or delayed due to physical damage to the work in progress (such as damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion, or theft), any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, or, if the Declarant so designates, by the Committee. The normal period of completion time for outbuildings or other improvements shall be presumed to be four (4) months

from the issue date of the building permit. In the event that completion of the dwelling, outbuildings, or other improvements on any lot is not completed within one year, and it is determined that construction progress has diminished to such an extent that completion of the dwelling, outbuildings, or other improvements is unlikely within 120 days, OYSTER HARBOUR Homeowners Association, Inc., hereinafter referred to as the "Association", will be advised of this determination. The Association shall then have the right to give notice to the owner that the owner has the obligation, within 30 days, to complete the removal of all the construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the lot so that it is restored to its natural grade level, and the Association shall have the right to undertake this work upon owner's failure to do so and charge the cost to the owner and place a lien upon the lot upon owner's failure to pay these charges.

10. No trailer, truck, van, mobile home, tent, camper, barn, garage, or other outbuilding or temporary structure parked or erected on lots in this Subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any lot after completion of construction. The Committee shall have the right to approve or disapprove these temporary construction shelters or vehicles. The Committee, upon approval of a temporary construction shelter or vehicle, will issue a letter stating the length of time such shelter will be allowed to remain upon such lot and where such shelter is to be located upon such lot.

11. All homes constructed in OYSTER HARBOUR Subdivision must be supplied with water for normal domestic use from a public utility company, if available. If public water is not available or a property owner wants a well for other uses the individual owner shall locate the well drilled on such owner's lot so as to comply with all the governmental regulations regulating the minimum distance between such well and septic fields proposed or approved for owner's lot and all lots adjoining such owner's lot. Before drilling a well, each owner must submit a site plan locating the proposed building site, drainage and repair septic field and well site.

12. Exposed exterior walls composed of the following materials shall be prohibited from OYSTER HARBOUR Subdivision: concrete block, imitation asphalt brick siding, imitation asphalt stone siding, tar paper.

13. Declarant shall be permitted to erect one mobile office on any lot that it owns for the purpose of maintaining a sales information center and construction office.

14. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind, except dogs and cats and other indoor household pets may be kept on any lot. Each owner must see to it that all of the owner's dogs are kept on the owner's property unless leashed. No dogs shall be permitted to roam the property and the Association may have strays and dogs that are not leashed and are found off their owner's lot picked up by governmental authorities. The throwing or dumping of trash, garbage, and waste materials shall not be permitted. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be screened from public view. There shall be no above-ground swimming pools, unless approved by the Committee.

15. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads, all other lots, and from the Common Property provided that the Declarant, prior to the sale of such lot, may use portions of such lot as a burial pit in accordance with governmental regulations.

16. In addition to the easements that are shown on the recorded plats of OYSTER HARBOUR Subdivision, easements ten (10) feet in width along the lot lines of all lots are reserved by Declarant for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of twenty (20) feet is reserved for such purposes along the rear lines of all lots that do not adjoin other lots or properties within OYSTER HARBOUR Subdivision. As between the easements reserved by these Restrictions and the easements that are located in the same areas as shown on the record maps, the easements that are greater in width shall be the easements that are in effect.

17. Declarant reserves a temporary construction easement of thirty-five (35) feet in width along both sides and running parallel to streets or roads, which easements shall expire eighteen months after the particular road construction commences, or upon the acceptance of such streets or roads for maintenance by governmental authority.

18. No outside clotheslines shall be permitted. No satellite dishes shall be permitted unless concealed from view from all lots and open spaces. The design of such enclosures must be approved prior to erection by the Committee. Mailboxes shall be of a design, color and choice of materials as designated by the Declarant or, if the Declarant so designates, by the Committee, and may not violate North Carolina Department of Transportation standards.

19. There shall be no junk automobiles, junk of any sort, unserviceable vehicles, or salvage stored or placed or allowed to remain on or in any portion of this Subdivision. Unless located within enclosed garages, no large boat and/or boat trailer (over 28 feet in length), travel trailer, motor home, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the Committee. Other boats and/or boat trailers (less than 28 feet in length) must be stored behind the building set back line. No vehicles that are disabled or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars, if present must be stored out of sight in a garage. Large trucks shall not be parked on a regular basis within this Subdivision. No lot shall be used for storage of building materials prior to the issuance of the building permit for the Primary Residence. Large truck shall be defined as any non-passenger vehicle larger than a pick-up truck.

20. No billboards or signs of any description shall be displayed upon any lot with the exception of those approved by the Declarant or if the Declarant designates, by the Committee, the Declarant reserves the right to place and maintain appropriate development signs at the entrance to this Subdivision. All sign colors must be approved by Declarant, or if Declarant so designates, by the Committee. Declarant also reserves the right to erect and maintain signs designating streets, boat landings, recreational areas, and any other sign that will aid in the development of OYSTER HARBOUR Subdivision.

21. Except within the building site or within 20 feet of the main dwelling, no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the Committee.

22. Declarant, or its successors and assigns, will deed a lot or right of way to the Association which will provide access for lot owners to a community pier, boat ramp, community beach or other amenities which will be constructed by the Declarant and maintained by the Association. Notwithstanding anything herein to the contrary, Declarant will also deed to the Association at least one (1) acre fenced for dry boat

Storage, or for any other use permitted in these Restrictions, for its use and maintenance. Declarant will, if permitted by Brunswick County, provide a security gate across the entrance road, to OYSTER HARBOUR Subdivision to be maintained by the Association. Other amenities provided by Declarant and deeded to the Association will be maintained by the Association.

23. As provided for herein (see Section 2 of "Property Subject To These Restrictions and Declaration and Additions Thereto"), it is understood that Declarant, its successors and assigns, may develop, subdivide or sell additional tracts or parcels of land. Declarant reserves the right for its successors or assigns to connect such additional property to this Subdivision and to grant easements to use the roads and community access to the intracoastal waterway and recreational areas of this Subdivision.

24. DEFINITIONS: Reference to "Subdivision" in this document is intended to refer to Phase _____ OYSTER HARBOUR consisting of _____ sheets in the Brunswick County Registry. Reference to "Association" in this document is intended to refer only to "OYSTER HARBOUR Homeowners Association, Inc."

25. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this Subdivision other than the Property that is subjected to these Restrictions. The Property herein described is also made subject to the Declaration of Covenants, Conditions and Restrictions of OYSTER HARBOUR Subdivision and OYSTER HARBOUR Homeowners Association, Inc. recorded separately, which Declaration is incorporated herein by reference.

26. Enforcement of these Restrictions may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of these Restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including without limitation reasonable attorneys fees.

27. The Declarant and purchasers of lots in OYSTER HARBOUR Subdivision understand that the vesting of rights relating to proposed piers, docks, boat access ramps, floats, boathouses or disturbance of the shoreline buffer is subject to the terms and conditions set out by various state, county or federal regulatory agencies.

28. Declarant reserves the right to assign its rights to a successor who also assumes the Declarants responsibilities.

29. Judicial invalidation of one or more of the provisions hereof shall not adversely affect the remainder hereof which shall remain in full force and effect.

30. The Declarant reserves the right to amend those Restrictions from time to time without joinder of any other person(s).

THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Restrictive Covenants of OYSTER HARBOUR Subdivision and the Declaration of Covenants, Conditions and Restrictions of OYSTER HARBOUR Subdivision and OYSTER HARBOUR Homeowners Association, Inc. compose the general plan of development for the Property herein described and run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a sixty-six percent (66%) majority of the then owners of the lots or condominiums and the Declarant has been recorded agreeing to change said Restrictions in whole or in part. These Restrictions may be amended by the affirmative vote of the owners representing sixty-six percent (66%) of the lots and the Declarant at the time of the vote.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants of OYSTER HARBOUR Subdivision to be duly executed this 7th day of February, 2000.

OYSTER HARBOUR, LLC

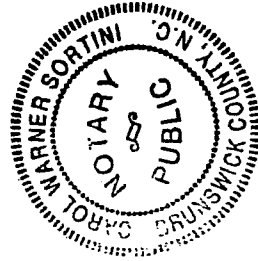
BY: Will Park
Manager

Inst # 36717 Book 1357Page: 1103

STATE OF NORTH CAROLINA)
COUNTY OF Brunswick)

I, a Notary Public of the County and State aforesaid, certify that by authority duly given and as the act and deed of the said limited liability company, the foregoing instrument was signed in its name by William G. Allen as its Manager.

Witness my hand and seal this 7th day of February, 2000.



Notary Public: Carol Warner Sortini

My Commission Expires: 1-2002

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

CAROL WARNER SORTINI

The Foregoing (or annexed) Certificate(s) of _____

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this _____ 8th _____ Day of _____, 2000
in the Book and Page shown on the First Page hereof.

February _____, 2000

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

SUBDIVISION STREET DISCLOSURE STATEMENT

SUBDIVISION: OYSTER HARBOUR, Phase _____, County of Brunswick, State of North Carolina, consisting of all lots as shown on plat recorded in the Brunswick, County Public Registry, North Carolina in Plat Book _____ at Page (s) _____, said recording shall hereinafter be referred to as "Recording."

The undersigned Developer and Seller does hereby certify that there are various 50-foot private road(s) shown on said Recording and that said 50-foot private road (s) are designed and are to be built to Brunswick County and State of North Carolina standards and have been approved as proposed, as it relates to stone and pavement width and depths.

The undersigned Developer and Seller further certifies that said 50-foot private road(s) aforesaid will be dedicated as private road(s) under the Brunswick County Subdivision Ordinance and that said road(s) is/are defined as a private road(s) for the purposes of maintenance as related to the County and/or State Highway Department.

The undersigned Developer certifies and represents that certified funds in an amount satisfactory to the Planner and Supervisor of Subdivision Approval for Brunswick County have been placed with Brunswick County, said sum equaling 100% of the projected cost of the construction of said road(s) in the judgement of the County Planner.

The undersigned Developer and Seller further hereby discloses that it reserves unto itself, its successors and assigns, an easement 35' wide across the front of each lot adjoining any of the roadways to be built for the purpose of construction and/or slope easements to permit the creation of the roadways as aforesaid. The Developer also reserves a general but temporary sediment basins for erosion control during road construction which will be removed after grass is established on the road shoulders.

Until such time as said 50-foot private road(s) shall meet the minimum standards adopted by the County and/or State Highway Department for acceptance in the Highway System, the responsibility for maintenance and repair to said private road(S) shall be borne by OYSTER HARBOUR Homeowners Association, Inc.

This the 7th day of February, 2000.

Inst # 36717 Book 1357Page: 1104

DEVELOPER AND SELLER:

OYSTER HARBOUR, LLC

By: _____

Manager

120011811

Superke

*Remove certain
property from The
Assoc. from The
Beginning*

①

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK
Brunswick County—Register of Deeds
Robert J. Robinson
Inst #39300 Book 1363Page 1291
03/10/2000 01:35pm Rec# 37699

**AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR OYSTER HARBOUR SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, the undersigned Declarant of Oyster Harbour Subdivision in Lockwood Folly Township, Brunswick County, North Carolina, docs hereby adopt and declare the following actions by setting its hand and seal hereto;

WITNESSETH:

THAT WHEREAS, the Declarant of Oyster Harbour Subdivision (herein "DECLARANT") filed a Declaration of Covenants, Conditions and Restrictions of Oyster Harbour Subdivision in Book 1357 at Page 1087 of the Brunswick County Registry (herein "DECLARATION"); and

WHEREAS, said Declaration provided that the said DECLARANT reserves the right to amend this DECLARATION from time to time without joinder of any of the Owners; and

WHEREAS, the DECLARANT deems it expedient to amend said DECLARATION by withdrawing certain of the property subject to said

DECLARATION from the covenants, conditions and restrictions contained therein;

NOW, THEREFORE, the undersigned DECLARANT docs hereby amend said Declaration of Covenants, Conditions and Restrictions of Oyster Harbour Subdivision by withdrawing the property shown on maps recorded in Map Cabinet 22 at 257, 258 designated as Lot 50 (0.57 acres), Lots 10 and 12 (0.63 acres), Tract 2 (2.15 acres), the

RET Russell Davis
TOTAL 10- REV TC# 38
REC# CK AMT 464- CK# 751
CASH REF BY TS

property shown on a map recorded in Map Cabinet 22 at Page 260 identified as the Davis Tract, Lot 8D and Tract 2 and the property shown on a map recorded in Map Cabinet 22 at Page 259 of the Brunswick County Registry from the covenants, conditions and restrictions set forth in that DECLARATION recorded in Book 1357 at Page 1087 of the Brunswick County Registry.

IN WITNESS WHEREOF, the undersigned DECLARANT has hereunto set its hand and seal this the 17th day of March, 2000.

OYSTER HARBOUR, LLC

BY: Will Roll (SEAL)
MANAGER

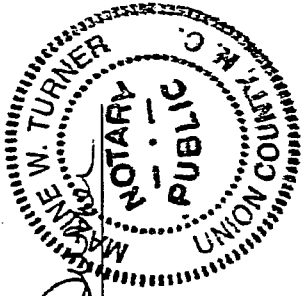
STATE OF NORTH CAROLINA
Union
COUNTY OF BRUNSWICK

I, a notary public of the county and state aforesaid, certify that William
B. Allen personally came before me this day and

acknowledged that he is the Manager of OYSTER HARBOUR, LLC, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed by him.

Witness my hand and official stamp or seal, this 17th day of March, 2000.

Maxine W. Turner
NOTARY PUBLIC
My Commission Expires: 6-20-2003



STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of MAXINE W TURNER

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 10th Day of March, 2000
in the Book and Page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

1300/10-13

2

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

Brunswick County—Register of Deeds
Robert J. Robinson
Inst #39301 Book 1363 Page 1293
03/10/2000 01:36pm Rec# 31699

**AMENDMENT OF DECLARATION OF RESTRICTIVE COVENANTS
FOR OYSTER HARBOUR SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, the undersigned Declarant of Oyster Harbour Subdivision in Lockwood Folly Township, Brunswick County, North Carolina, does hereby adopt and declare the following actions by setting its hand and seal hereto;

WITNESSETH:

THAT WHEREAS, the Declarant of Oyster Harbour Subdivision (herein "DECLARANT") filed a Declaration of Restrictive Covenants of Oyster Harbour Subdivision in Book 1357 at Page 1097 (herein "RESTRICTIONS") of the Brunswick County Registry; and

WHEREAS, said RESTRICTIONS provided that the DECLARANT reserves the right to amend the RESTRICTIONS from time to time without joinder of any other person; and

WHEREAS, the DECLARANT deems it expedient to amend said RESTRICTIONS by withdrawing certain of the property subject to said RESTRICTIONS from the restrictive covenants contained therein;

NOW, THEREFORE, the undersigned DECLARANT does hereby amend said Declaration of Restrictive Covenants of Oyster Harbour Subdivision by withdrawing the property shown on maps recorded in Map Cabinet 22 at 257, 258 designated as Lot 50 (0.57 acres), Lots 10 and 12 (0.63 acres), Tract 2 (2.15 acres), the property shown on a

RET Russell Davis
TOTAL 10- REV _____ TC# 38
REC# _____ CK AMT 464- CK# 7151
CASH _____ REF _____ BY TJ

map recorded in Map Cabinet 22 at Page 260 identified as the Davis Tract, Lot 8D and Tract 2 and the property shown on a map recorded in Map Cabinet 22 at Page 259 of the Brunswick County Registry from the restrictive covenants set forth in the RESTRICTIONS recorded in Book 1357 at Page 1097 of the Brunswick County Registry.

IN WITNESS WHEREOF, the undersigned DECLARANT has hereunto set its hand and seal this the 17th day of March, 2000.

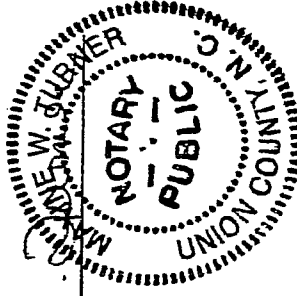
OYSTER HARBOUR, LLC

BY: Will Hall (SEAL)
MANAGER

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK - Union

I, D. Allen, a notary public of the county and state aforesaid, certify that Will Hall personally came before me this day and acknowledged that he is the Manager of OYSTER HARBOUR, LLC, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed by him.

Witness my hand and official stamp or seal, this 17th day of March, 2000.



Maxtine W. Turner
NOTARY PUBLIC
My Commission Expires: 6-20-2003

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of MAXTINE W TURNER

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 10th Day of March, 2000
in the Book and Page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

Brunswick County—Register of Deeds
Robert J. Robinson
Inst #47415 Book 1383Page 906
06/15/2000 02:44:58pm Rec# 45995

OUT parcel
Nothing To do
w/ The Assoc.

**OYSTER HARBOUR PLANNED COMMUNITY
OUTPARCEL RESTRICTIONS**

The foregoing described property is subject to the following covenants, conditions and restrictions:

1. Except as otherwise provided in these restrictions, all lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single family dwelling and related structures incidental to the residential use of the lot, such as garages and boathouses, which otherwise comply with these restrictions.
2. Each single family dwelling shall have an enclosed, heated living area (exclusive of open porches, garages, and other unheated spaces) not less than sixteen hundred (1600) square feet. The design, location, and construction of all improvements on each lot (regardless of when such improvements are made) must be by design approved in advance by the architectural review committee.
3. All improvements to lots must comply with Brunswick County setback requirements.
4. More than one lot or portions thereof, may be combined to form one or more lots. No lot may be subdivided by sale or otherwise. Upon combination of lots, the building line requirements prescribed herein shall apply. The resulting building site and structures erected thereon must otherwise comply with these restrictions and the new property line of the resulting building site shall be used to compute the setback lines as set forth herein.
5. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a lot and remodeling or converting the same into a dwelling unit in this subdivision.
6. With the exception of construction which in interrupted or delayed due to physical damages to the work in progress (such as damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion or theft), any dwelling constructed upon a lot must be completed within one year subsequent to commencement of construction. The normal completion time for outbuildings or other improvements shall be presumed to be four months from the issue date of the building permit.

RET Henry Foy - Edna
TOTAL 12 REV. TO#
REC# 581 CK AMT 288 CK# 7203
CASH 2.50 REF. BY UF

7. No trailer, truck, van, mobile home, tent, camper, barn, garage, or other outbuilding or temporary structure parked or erected on lots in this subdivision shall at any time be used as a private residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any lot after completion of construction.
8. All homes constructed in the subdivision must be supplied with water for normal domestic use from a public utility company, if available. If public water is not available or property owner wants a well for other uses the individual owner shall locate the well drilled on such owner's lot so as to comply with all the governmental regulations regulating the minimum distance between such well and septic fields proposed or approved for owner's lots and all lots adjoining such owner's lots.
9. Exposed exterior walls composed of the following materials shall be prohibited from the subdivision: concrete block, imitation asphalt brick siding, imitation asphalt stone siding, tar paper.
10. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind, except dogs and cats and other indoor household pets may be kept on any lot. Each owner must see to it that all of the owner's dogs are kept on the owner's property unless leashed. The throwing or dumping of trash, garbage, and waste material shall not be permitted. There shall be no excavation, which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be screened from public view. There shall be no above ground swimming pools.
11. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads, and lots, in the Oyster Harbour Planned Community.
12. No outside clotheslines shall be permitted. No satellite dishes shall be permitted unless concealed from view from all lots and Oyster Harbour Planned Community and open spaces.
13. There shall be no junk automobiles, junk of any sort, unserviceable vehicles or salvage stored or placed or allowed to remain on or in any portion of this subdivision. Unless located within enclosed garages, no large boat and/or boat trailer (over 28 feet in length), travel trailer, motor home, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot. Other boats and/or trailers (less than 28 feet in length) must be stored behind the building setback line. No vehicles that are disabled or under repair shall be kept upon any lot unless located within the enclosed garages. Unlicensed automobiles, including antique cars, if present must be stored out of site in a garage. Large trucks shall not be parked on a regular basis within this subdivision. No lot shall be defined as any non-passenger vehicle larger than a pickup truck.

- 14. No billboards or signs of any description shall be displayed upon any lot.
- 15. Except within the building site or within twenty (20) feet of the main dwelling, no trees of any kind in excess of six (6) inches in diameter at ground level may be removed without written approval of the Architectural Review Committee.

IN WITNESS WHEREOF, the Declarant has caused these Outparcel Restrictions of Oyster Harbour Planned Community to be duly executed this 13 day of June, 2000.

OYSTER HARBOUR, LLC

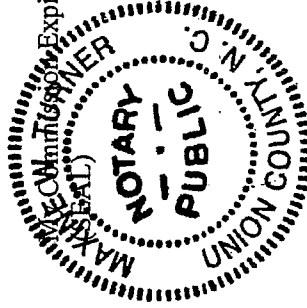
BY: [Signature]
Manager

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a notary public of the county and state aforesaid, certify that William
[Signature] personally came before me this day and acknowledged that he is the Manager of Oyster Harbour, LLC, a North Carolina limited liability company and that by authority given and as the act and deed of the said company the foregoing instrument was signed by him.

Witness my hand and official stamp or seal, this 13th day of June, 2000.

[Signature]
Notary Public



Expires: 6-20-2003

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of MAXINE W TURNER

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 15th Day of June, 2000
in the Book and Page shown on the First Page hereof.

[Signature]
ROBERT J. ROBINSON, Register of Deeds

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

Brunswick County—Register of Deeds
Robert J. Robinson
Inst #53622 Book 1399Page 260
08/28/2000 10:11:16am Rec# 51914

Remove
Certain
Tracts

**AMENDMENT OF DECLARATION OF RESTRICTIVE COVENANTS
FOR OYSTER HARBOUR SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, the undersigned Declarant of Oyster Harbour Subdivision in Lockwood Folly Township, Brunswick County, North Carolina, does hereby adopt and declare the following actions by setting its hand and seal hereto;

W I T N E S S E T H:

THAT WHEREAS, the Declarant of Oyster Harbour Subdivision (herein "DECLARANT") filed a Declarations of Restrictive Covenants of Oyster Harbour Subdivision in Book 1357 at Page 1087 and 1097 (herein "RESTRICTIONS") of the Brunswick County Registry; and

WHEREAS, said RESTRICTIONS provided that the DECLARANT reserves the right to amend the RESTRICTIONS from time to time without joinder of any other person; and

WHEREAS, the DECLARANT deems it expedient to amend said RESTRICTIONS by withdrawing certain of the property subject to said RESTRICTIONS from the restrictive covenants contained therein;

NOW, THEREFORE, the undersigned DECLARANT does hereby amend said RESTRICTIONS by withdrawing the following described property from the restrictive covenants set forth in the RESTRICTIONS recorded in Book 1357 at Page 1087 and 1097 of the

Brunswick County Registry:

BEGINNING at an existing iron pipe located in the eastern right of way of Martin Lane, SW said iron pipe being located as follows: From the northeast corner of Lot 50 of Brunswick Villas Subdivision as shown on a map entitled map of Brunswick Villas and recorded in Map Book 1 at Page 15A of the Brunswick County Registry, runs

RET: Nelane-ACF
TOTAL 10 REV 38 TC# 38
REG# 24 CK AMT 534
CASH REF BY

PREPARED BY: FRINK, FOY & YOUNT, P.A.

thence north 56 degrees 44 minutes 46 seconds east 603.38 feet to an existing iron pipe, THE PLACE AND POINT OF BEGINNING, from said place and point of Beginning thus located runs thence north 25 degrees 48 minutes 50 seconds east 108.16 feet to an iron pipe; runs thence north 82 degrees 38 minutes 02 seconds east 159.08 feet to an iron pipe; runs thence south 00 degrees 34 minutes 58 seconds west 74.89 feet to an iron pipe; runs thence south 76 degrees 58 minutes 36 seconds west 99.95 feet to an iron pipe; runs thence south 77 degrees 73 minutes 33 seconds west 96.99 feet to the place and point of Beginning according to a map of survey by Hobbs Surveying Company, Inc.

IN WITNESS WHEREOF, the undersigned DECLARANT has hereunto set its hand and seal this the 17th day of August, 2000.

OYSTER HARBOUR, LLC

BY: [Signature] (SEAL)
MANAGER

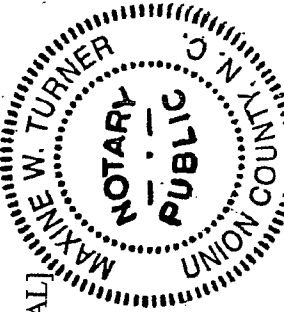
STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK *Union*

I, a notary public of the county and state aforesaid, certify that WILLIAM G. ALLEN personally came before me this day and acknowledged that he is the Manager of OYSTER HARBOUR, LLC, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed by him.

Witness my hand and official stamp or seal, this 17th day of August, 2000.

[Signature]
NOTARY PUBLIC

My Commission Expires: 6-20-2003



STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of MAXINE W TURNER

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 28th Day of August, 2000
in the Book and Page shown on the First Page hereof. [Signature]
ROBERT J. ROBINSON, Register of Deeds

Amendment
To 1402

SUPPLEMENT AND AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS

OF Brunswick County—Register of Deeds
Robert J. Robinson
Inst #95318 Book 1525Page 86
OYSTER HARBOUR 11/28/2001 01:20:12pm Rec# 91305

KNOW ALL MEN BY THESE PRESENTS, the undersigned Declarant of Oyster Harbour Subdivision of Lockwood Folly Township, Brunswick County, North Carolina, does hereby adopt and declare the following actions by setting its hand and seal hereunto:

WITNESSETH:

WHEREAS, the Declarant of Oyster Harbour Subdivision (hereinafter "DECLARANT") has previously filed a Declaration of Restrictive Covenants of Oyster Harbour Subdivision in Book 1357 at Page 1097 in the Office of the Register of Deeds of Brunswick County, North Carolina together with subsequent amendments thereto (the original filing and all subsequent amendments or supplemental filings hereinafter referred to as "RESTRICTIONS"); and

WHEREAS, said RESTRICTIONS provide that the DECLARANT reserves the right to amend the RESTRICTIONS from time to time without joinder of any other person; and

WHEREAS, the DECLARANT deems it necessary to amend said RESTRICTIONS in the following manner:

PROPERTY SUBJECT TO THESE RESTRICTIONS AND THE DECLARATION AND ADDITIONS THEREIO

Pursuant to paragraph 2, subparagraph C of the Amendment to Declaration of Restrictive Covenants of Oyster Harbour as recorded in Book 1403 at Page 1, et seq in the Office of the Register of Deeds of Brunswick County, North Carolina, DECLARANT hereby makes additions to the existing property subject to the Declaration of Restrictive Covenants of Oyster Harbour Subdivision as recorded in Book 1357 at Page 1097 and the Declaration of Covenants, Conditions and Restrictions of Oyster Harbour Subdivision as recorded in Book 1357 at Page 1087 each in the Office of the Register of Deeds of Brunswick County, North Carolina, together with all supplements and amendments filed thereto. The real property which is to be held, transferred, sold and conveyed and occupied subject to these restrictions and the Declaration together with all supplements and amendments thereto is located in Brunswick County, North Carolina and shown on Maps recorded in Map Cabinet 23 at Pages 154 through 158 and 170 through 173 and Map Cabinet 24 at Pages 292 and 293.

GENERAL USE RESTRICTIONS

WHEREAS, DECLARANT has previously recorded general use restrictions as set forth in the Amendment to Declaration of Restrictive Covenants of Oyster Harbour recorded in Book 1403 at Page 1 et seq in the Office of the Register of Deeds of Brunswick County, North Carolina; and

WHEREAS, DECLARANT has determined that certain clarifications need to be made in regard to paragraph number 2 of said restrictions.

NOW THEREFORE, in order to make certain clarifications and due to the configuration of the lands involved, paragraph number 2 of General Use Restrictions as found on page 2 of the Amendment to Declaration of Restrictive Covenants of Oyster Harbour as recorded in Book 1403 at Page 1 et seq Brunswick County Registry is deleted in its entirety and the following substituted in its place:

RET Tom Heller TO# 38
TOTAL 4 REV. CK# 2105
REC# CK AMB# BY
CASH REF

2. Each single-family dwelling shall have an enclosed, heated living area (exclusive of open porches, garages, and other unheated spaces) not less than Two Thousand Four Hundred (2,400) square feet if fronting on the waterfront and One Thousand Eight Hundred (1,800) square feet otherwise. "Waterfront" property shall consist of Lots 18 through 28, 50 through 54, 62 through 69, 117, 118, 119 and 93 and each of these lots shall be required to meet the 2,400 square feet requirement. All other lots shall be required to meet the 1,800 square feet requirement. The design, location, and construction of all improvements on each lot (regardless of when such improvements are made) and landscaping of each lot must be approved in advance by the Architectural Review Committee of Oyster Harbour of the Oyster Harbour Homeowners Association, Inc. (hereinafter referred to as the "COMMITTEE"), which COMMITTEE is established pursuant to the DECLARATION.

DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS RESTRICTIONS

The Department of the Army, Corps of Engineers has issued a Permit, Action ID #200100451 for the development of this subdivision. As mitigation for wetland impacts authorized by that permit, the developer is required to prohibit the development within the conservation areas shown on that map recorded in Map Cabinet 25 at Page 107 in the Office of the Register of Deeds of Brunswick County, North Carolina. Accordingly, all conservation areas shown and delineated on the aforescribed plat shall be left in their natural state. No building or site improvements shall be permitted within the conservation areas; however, piers, walkways, and other structures erected on pilings are permitted, provided the pilings do not result in fill as defined by regulation or statute. No fill may be placed in any conservation area, nor may any excavation be performed in any conservation area. Provided however, the Corps of Engineers has agreed to allow drain lines to be installed across the conservation area located on lots 86 and 87. Notwithstanding any other provisions contained herein, this paragraph may not be amended, deleted, or revised without the written consent of the Department of the Army, Corps of Engineers.

UTILITY EASEMENTS LOCATED WITHIN THE SUBDIVISION

WHEREAS, the recorded plats of the subdivision state that "there is a fifteen (15) foot wide utility easement inside and along the front property lines of all lots. There is a seven and one half (7.5) foot wide utility easement along all side and rear property lines. There is a fifteen (15) foot utility and drainage easement along the inside of the subdivision boundaries"; and

WHEREAS, DECLARANT has further reserved a seven and one half (7.5) foot wide easement along the side and rear property lines of all lots and a fifteen (15) foot wide easement along the front property lines of all lots and a fifteen (15) foot wide easement along the rear lines of certain lots within the subdivision all as set forth in the Amendment to Declaration of Restrictive Covenants of Oyster Harbour referenced above (General Use Restrictions, paragraph number 16).

In order to clarify the use and location of the aforescribed easements and to allow each lot to be best utilized by its owner, DECLARANT states as follows:

1. All easements referenced on the recorded plats of Oyster Harbour Subdivision are reserved by the DECLARANT and are for the use and benefit of the DECLARANT, the lot owners and their heirs and assigns. Where deemed necessary or appropriate, and at the sole discretion of the DECLARANT, the DECLARANT may reduce the size of any of the easements described in the recorded subdivision plats. Provided however, any reduction shall not prevent the use of the easement for its described purpose nor shall it violate any state, county or federal regulation. Any modification to any easement described in the recorded plats of Oyster Harbour subdivision shall be made by properly recording the modification in the Office of the Register of Deeds of Brunswick County, North Carolina.

Robert J. Robinson
Inst #201636 Book 1911 Page 1343
03/18/2004 02:50:59pm Rec# 182781

REC# _____
 TOTAL _____
 NET _____
 REV# _____
 CK AMT _____
 REC# _____
 CASH _____
 TO# 37
 CK# _____
 BY [Signature]

Storm Water permit X

1911/1343

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

FOR OYSTER HARBOUR

KNOW ALL MEN BY THESE PRESENTS, the undersigned Declarant of Oyster Harbour Subdivision of Lockwood Folly Township, Brunswick County, North Carolina, does hereby adopt and declare the following actions by setting its hand and seal hereunto:

WITNESSETH:

WHEREAS, the Declarant of Oyster Harbour Subdivision (hereinafter DECLARANT) has previously filed a Declaration of Restrictive Covenants of Oyster Harbour Subdivision recorded at Book 1357 at Page 1097 in the office of the Register of Deeds of Brunswick County, North Carolina, together with subsequent amendments thereto (the "Restrictions"); and

WHEREAS, said Restrictions provide that the DECLARANT reserves the right to amend the Restrictions from time to time without joinder or any other person;

NOW, THEREFORE, DECLARANT hereby amends the Restrictions by adding the following:

The Department of the Army Corps of Engineers has issued a permit, Action ID Numbers 200300407 & 200200360 for the development of the subdivision. As mitigation for wetland impacts authorized by that permit, the developer is required to prohibit the development within certain conservation areas as shown on the map recorded in Map Cabinet 25 at Page 284 & 285, Map Cabinet 26 at Page 79, Map Cabinet 26 at Page 82, Map Cabinet 28 at Pages 90-92, and Map Cabinet 28 at Page 75 in the office of the Register of Deeds of Brunswick County, North Carolina. Accordingly, all conservation areas shown and delineated on the aforescribed plats shall be left in their natural state and no building or site improvement shall be permitted within the conservation areas. Prohibited activities within the conservation area include, but are not limited to, construction or replacement of roads, walkways, buildings, signs or structures of any kind; filling, grading, excavating, leveling, or other activities that may alter the drainage patterns on the property; cutting, mowing, destroying, removing or damaging vegetation, disposal or storage of any debris, trash, garbage, or other waste material. Nor shall any action be

MINIMUM YARD REQUIREMENTS (DEPTH OF FRONT AND REAR YARDS,
WIDTH OF SIDE YARDS

WHEREAS, the master plan of the Oyster Harbour Planned Unit Development as approved and filed with the Brunswick County Planning Department sets forth the setback requirement for the building line of each lot as:

- Front: fifteen (15) feet
- Rear: ten (10) feet
- Side: five (5) feet; and

WHEREAS, DECLARANT deems it appropriate to clarify the setback requirements on corner lots located within the subdivision in compliance with the Brunswick County Zoning Ordinance.

IT IS HEREBY DECLARED THAT, on corner lots located within the subdivision the side building line adjacent to the street shall be a minimum of fifteen (15) feet from the street right-of-way.


THESE RESTRICTIONS RUN WITH THE LAND

The Declaration of Restrictive Covenants of Oyster Harbour and the Declaration of Covenants, Conditions and Restrictions of Oyster Harbour and Oyster Harbour Homeowners Association, Inc. together with all amendments and supplements thereto compose the general plan of development for the property herein described and run with the land and shall benefit and be binding on all parties and persons and their respective heirs, representatives, successors and assigns claiming title to any of the Property herein described for a period of thirty (30) years from the date these Restrictions are recorded, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a sixty-six percent (66%) majority of the then owners of the lots and the Declarant has been recorded agreeing to change said Restrictions in whole or in part. These Restrictions may be amended by the affirmative vote of the owners representing sixty-six percent (66%) of the lots and the Declarant at the time of the vote.

Except as herein amending, the Restrictive Covenants recorded in Book 1357 at Page 1097 together with supplements and amendments recorded thereafter each in the Office of the Register of Deeds of Brunswick County, North Carolina shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this amended Declaration of Restriction Covenants of Oyster Harbour to be duly executed this 8th day of November 2001.

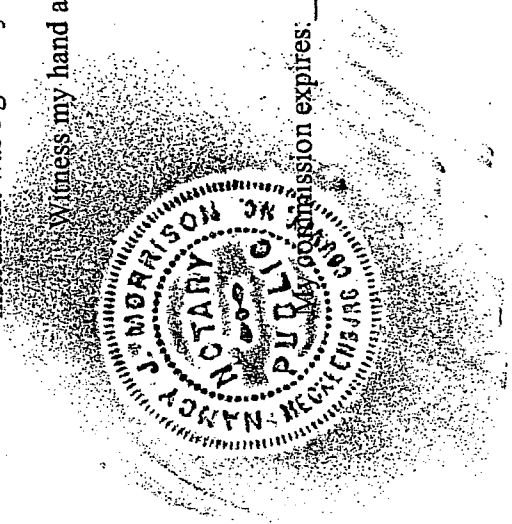
OYSTER HARBOUR, LLC

By: 
Manager

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, A Notary Public, in and for the county and state aforesaid do hereby certify that WILLIAM G. ALLEN personally appeared before me this day and acknowledged that he is the Manager of OYSTER HARBOUR, LLC. A North Carolina limited liability company, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed by him.

Witness my hand and official seal this 8th day of November, 2001.



Nancy J. Morrison
Notary Public

My commission expires: 9/28/05

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate (s) of
STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of NANCY J MORRISON

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this _____ Day of _____, 2001
in the Book and Page shown on the First Page hereof.

_____ November _____, 2001
Robert J. Robinson / EP
ROBERT J. ROBINSON, Register of Deeds

SUPPLEMENT AND AMENDMENT TO
DECLARATION COVENANTS, CONDITIONS AND RESTRICTIONS

Amendment

FOR

OYSTER HARBOUR PLANNED COMMUNITY

KNOW ALL MEN BY THESE PRESENTS, the undersigned Declarant of Oyster Harbour Subdivision of Lockwood Folly Township, Brunswick County, North Carolina, does hereby adopt and declare the following actions by setting its hand and seal hereunto:

WITNESSETH:

WHEREAS, the Declarant of Oyster Harbour Subdivision (hereinafter "DECLARANT") has previously filed a Declaration of Covenants, Conditions, and Restrictions of Oyster Harbour Subdivision in Book 1357 at Page 1097 in the Office of the Register of Deeds of Brunswick County, North Carolina together with subsequent amendments thereto (the original filing and all subsequent amendments or supplemental filings hereinafter referred to as "RESTRICTIONS"); and

WHEREAS, said RESTRICTIONS provide that the DECLARANT reserves the right to amend the RESTRICTIONS from time to time without joinder of any other person; and

WHEREAS, the DECLARANT deems it necessary to amend said RESTRICTIONS in the following manner:

PROPERTY SUBJECT TO THESE RESTRICTIONS AND THE DECLARATION AND ADDITIONS THERETO

Pursuant to paragraph 2, subparagraph C of the Amendment to Declaration of Restrictive Covenants of Oyster Harbour as recorded in Book 1403 at Page 1, and Article III, Section 5 of the Declaration of Covenants, Conditions and Restriction, recorded in Book 1357 at Page 1087, each in the Office of the Register of Deeds of Brunswick County, North Carolina, DECLARANT hereby makes additions to the existing property subject to the Declaration of Restrictive Covenants of Oyster Harbour Subdivision as recorded in Book 1357 at Page 1097 and the Declaration of Covenants, Conditions and Restrictions of Oyster Harbour Subdivision as recorded in Book 1357 at Page 1087 each in the Office of the Register of Deeds of Brunswick County, North Carolina, together with all supplements and amendments filed thereto. The real property which is to be held, transferred, sold and conveyed and occupied subject to these restrictions and the Declaration together with all supplements and amendments thereto is located in Brunswick County, North Carolina and shown on Maps recorded in Map Cabinet 23 at Pages 154 through 158 and 170 through 173 and Map Cabinet 24 at pages 292 and 293.

Except as herein amended, the Covenants, Conditions, and Restrictions recorded in Book 1357 at Page 1087 together with supplements and amendments recorded thereafter each in the Office of the Register of Deeds of Brunswick County, North Carolina shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this amended Declaration of Covenants, Conditions, and Restrictions of Oyster Harbour to be duly executed this 8th day of November 2001.

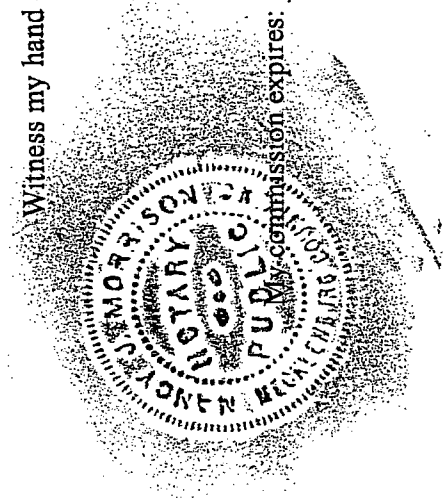
RET Tom Heller
TOTAL 10 REV. 38 TC#
REC# OK AMT 24 CK# 2105
CASH REF REF BY ED
By: Will Palk
Manager

OYSTER HARBOUR, LLC

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, A Notary Public, in and for the county and state aforesaid do hereby certify that WILLIAM G. ALLEN personally appeared before me this day and acknowledged that he is the Manager of OYSTER HARBOUR, LLC. A North Carolina limited liability company, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed by him.

Witness my hand and official seal this 8th day of November 2001.



Nancy J Morrison
Notary Public

9/28/05

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate (s) of
STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of NANCY J MORRISON

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 28th Day of November, 2001
in the Book and Page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

Brunswick County—Register of Deeds
Robert J. Robinson
Inst #103700 Book 1552 Page 1191
02/15/2002 12:27:45pm Rec# 9853L

PART 1402/3

**AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
FOR OYSTER HARBOUR**

KNOW ALL MEN BY THESE PRESENTS, the undersigned Declarant of Oyster Harbour Subdivision of Lockwood Folly Township, Brunswick County, North Carolina, does hereby adopt and declare the following actions by setting its hand and seal hereunto:

WITNESSETH

WHEREAS, the Declarant of Oyster Harbour Subdivision (hereinafter DECLARANT) has previously filed a Declaration of Covenants, Conditions, and Restrictions of Oyster Harbour Subdivision recorded at Book 1357 at Page 1087 and a Declaration of Restrictive Covenants of Oyster Harbour Subdivision recorded at Book 1357 at Page 1097. Said documents having been amended and supplemented at Book 1363 at Page 1291, Book 1363 at Page 1293, Book 1399 at Page 260, Book 1402 at Page 90, each in the Office of the Register of Deeds of Brunswick County, North Carolina. (The original filing and all subsequent amendments and supplements filed thereafter are referred to as "Restrictions"); and

WHEREAS, said restrictions provide that the DECLARANT reserves the right to amend the restrictions from time to time without joinder of any other person; and

WHEREAS, the DECLARANT deems it necessary to amend said restrictions in the following manner: This amendment shall apply exclusively to Phase III of Oyster Harbour subdivision as recorded in Map Cabinet 24 at Pages 292-293 and any subsequent filings of Phase III recorded thereafter.

- 1 Each lot within the subdivision will maintain a thirty-foot wide vegetative buffer between all impervious areas and surface waters of the state.
- 2 All roof drains will terminate at least thirty feet from the mean high water mark of surface waters of the state.

EXCEPT as herein amended, the restrictive covenants referenced above shall remain in full force and effect.

RET Jon Heller TC# 38
TOTAL 17 REV. _____ CK# _____
REC# 20 CK AMT _____
CASH _____ RY# JB

IN WITNESS WHEREOF, the DECLARANT has caused this amended Declaration of Restrictive Covenants to be duly executed this the 14th day of February, 2002.

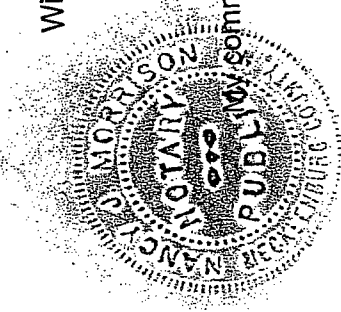
OYSTER HARBOUR, LLC

By: William G. Allen
Manager

STATE OF NORTH CAROLINA
COUNTY OF Mechlenburg

I, a Notary Public, in and for the county and state aforesaid do hereby certify that WILLIAM G. ALLEN personally appeared before me this day and acknowledged that he is the Manager of OYSTER HARBOUR, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed by him.

Witness my hand and official seal this 14th day of February, 2002.
Amy J. Morrison
Notary Public



commission expires: 9/24/05

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

NANCY J MORRISON

The Foregoing (or annexed) Certificate(s) of _____

Notary(ies) Public is (are) Certified to be Correct. _____ 15th _____ February _____ 2002

This Instrument was filed for Registration on this _____ Day of _____

in the Book and page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

1st Teller
for
Brunswick County
Deeds

1999/1313

Brunswick County—Register of Deeds
Robert J. Robinson
Inst #170607 Book 1799Page 1373
08/06/2003 12:40:47pm Rec# 156292

T. Heller

17 17 38
17-00 3430
R

**AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
FOR OYSTER HARBOUR**

KNOW ALL MEN BY THESE PRESENTS, the undersigned Declarant of Oyster Harbour Subdivision of Lockwood Folly Township, Brunswick County, North Carolina, does hereby adopt and declare the following actions by setting its hand and seal hereunto:

WITNESSETH

WHEREAS, the Declarant of Oyster Harbour Subdivision (hereinafter DECLARANT) has previously filed a Declaration of Covenants, Conditions, and Restrictions of Oyster Harbour Subdivision recorded at Book 1357 at Page 1087 and a Declaration of Restrictive Covenants of Oyster Harbour Subdivision recorded at Book 1357 at Page 1097. Said documents having been amended and supplemented at Book 1363 at Page 1291, Book 1363 at Page 1293, Book 1399 at Page 260, Book 1402 at Page 1427, and by subsequent amendments, each in the Office of the Register of Deeds of Brunswick County, North Carolina. (The original filing and all subsequent amendments and supplements filed thereafter are referred to as "Restrictions"); and

WHEREAS, said restrictions provide that the DECLARANT reserves the right to amend the restrictions from time to time without joinder of any other person; and

WHEREAS, the DECLARANT deems it necessary to amend said restrictions in the following manner. This amendment shall apply exclusively to Phase V of Oyster Harbour subdivision as recorded in Map Cabinet 28 at Pages 29-31, in the Office of the Register of Deeds of Brunswick County, North Carolina and any subsequent filings of Phase V recorded thereafter.

- 1. Improvement and modification of each lot within Phase V of Oyster Harbour Subdivision shall be limited such that the total of impervious surface on said lot does not exceed five thousand (5,000) square feet.

EXCEPT as herein amended, the restrictive covenants referenced above shall remain in full force and effect.

IN WITNESS WHEREOF, the DECLARANT has caused this amended Declaration of Restrictive Covenants to be duly executed this the 4th day of August 2003.

OYSTER HARBOUR, LLC

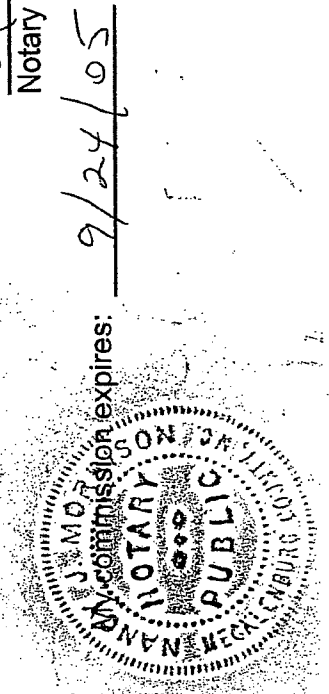
By: Will Edell
Manager

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, a Notary Public, in and for the county and state aforesaid do hereby certify that WILLIAM G. ALLEN personally appeared before me this day and acknowledged that he is the Manager of OYSTER HARBOUR, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed by him.

Witness my hand and official seal this 4th day of August 2003.

Nancy J. Morrison
Notary Public



STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of NANCY J. MORRISON

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 6th Day of August, 2003
in the Book and page shown on the First Page hereof.

Robert J. Robinson, LLC
ROBERT J. ROBINSON, Register of Deeds

taken by the permittee that will adversely impact the wetlands and other waters on the conservation property, except as specifically authorized by the aforescribed permit.

The conservation property shall not be conveyed to any third party without ten days' prior written notification to the Department of the Army Corps of Engineers, Wilmington District, Regulatory Section in writing, which writing shall reference the permit action ID number.

Any sale, lease or other conveyance of the conservation property shall include restriction on use of the property described hereinabove. Such restrictions shall include language providing for third party enforcement rights in favor of the Department of the Army Corps of Engineers.

These provisions shall not be modified or amended without the express permission of the Department of the Army Corps of Engineers.

This Covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act Authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District Action ID 200300407 & 200200360 and therefore may be enforced by the United States of America.

Except as herein amended, the Restrictive Covenants recorded in Book 1357 at Page 1097, together with all supplements and amendments recorded thereafter, each in the office of the Register of Deeds of Brunswick County, North Carolina, shall remain in full force and effect.

IN WITNESS WHEREOF, the DECLARANT has caused this Amendment to Declaration of Restrictive Covenants for Oyster Harbour to be duly executed this the 12th day of MARCH 2004.

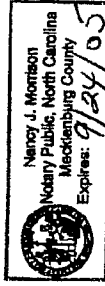
OYSTER HARBOUR, LLC

By: William Allen
Manager

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, a Notary Public, in and for the county and state aforesaid, do hereby certify that WILLIAM G. ALLEN personally appeared before me this day and acknowledged that he is the Manager of OYSTER HARBOUR, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed by him.

Witness my hand and official seal this 12th day of March, 2004.



Nancy Morrison
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

NANCY J MORRISON

The Foregoing (or annexed) Certificate(s) of

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this _____ Day of _____, 2004
in the Book and page shown on the First Page hereof.

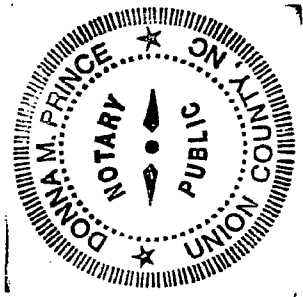
March 2004

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

Any violation of the above referenced prohibition shall result in the forfeiture of the use of amenities, common areas, & roadways within Oyster Harbour Subdivision. The Board of Directors of the Oyster Harbour Homeowners Association shall have the right to promulgate any rules and regulations deemed necessary to enforce these prohibitions.

IN WITNESS WHEREOF, the DECLARANT has caused this amendment of the Declaration of Covenants, Conditions, and Restrictions of Oyster Harbour Subdivision to be executed this the ___ day of November 2003.

OYSTER HARBOUR, LLC
By: Mill R. Allen
Manager



STATE OF NORTH CAROLINA
COUNTY OF Union

I, a Notary Public, in and for the county and state aforesaid do hereby certify that WILLIAM G. ALLEN personally appeared before me this day and acknowledged that he is the Manager of OYSTER HARBOUR, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed by him.

Witness my hand and official seal this ___ day of November 2003.

Donna M. Prince
Notary Public

My commission expires: 10-01-2007

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

DONNA M PRINCE

The Foregoing (or annexed) Certificate(s) of _____

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 16th Day of July, 2004
in the Book and page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

1700 196

*Phase V
reference to Brunswick
property does not belong
Phase I property*

Brunswick County—Register of Deeds
Robert J. Robinson
Inst #220502 Book 1980Page 96
07/16/2004 12:55:04pm Rec# 97544

RET Robert J. Robinson
TOTAL 11 REV TC# 58
REC# 2 CK AMT 158 CK# 1253
CASH REF 11 BY [Signature]

**AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
FOR OYSTER HARBOUR**

KNOW ALL MEN BY THESE PRESENTS, the undersigned Declarant of Oyster Harbour Subdivision of Lockwood Folly Township, Brunswick County, North Carolina, does hereby adopt and declare the following actions by setting its hand and seal hereto:

WITNESSETH

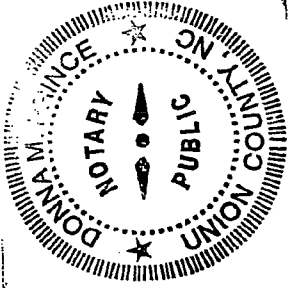
WHEREAS, the Declarant of Oyster Harbour Subdivision (hereinafter DECLARANT) has previously filed a Declaration of Covenants, Conditions, and Restrictions of Oyster Harbour Subdivision recorded at Book 1357 at Page 1087 and Page 1097, together with Amendments thereto recorded at later dates; and

WHEREAS, said restrictions provide that the DECLARANT reserves the right to add additional property to be subject to the afore described restrictions nowtherefore, DECLARANT hereby states and declares that is and has been made a part of the Oyster Harbour Subdivision and is subject to all Covenants, Conditions, and Restrictions of said subdivision as recorded in the office of the Register of Deeds of Brunswick County, North Carolina.

All of Phases I, II, III, IV, & V of Oyster Harbour Subdivision as recorded in Plats of Survey referencing the same in the office of the Register of Deeds of Brunswick County, North Carolina. All property is setforth on the above described plats of survey shall be held, transferred, and sold in conveyed and occupied subject to the Covenants, Conditions, and Restrictions of Oyster Harbour Subdivision as recorded in the office of the Register of Deeds of Brunswick County, North Carolina

IN WITNESS WHEREOF, the DECLARANT has caused this amendment of the Declaration of Covenants, Conditions, and Restrictions of Oyster Harbour Subdivision to be executed this the ___ day of November 2003.

OYSTER HARBOUR, LLC



By:

William G. Allen
Manager

STATE OF NORTH CAROLINA
COUNTY OF Union

I, a Notary Public, in and for the county and state aforesaid do hereby certify that WILLIAM G. ALLEN personally appeared before me this day and acknowledged that he is the Manager of OYSTER HARBOUR, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed by him.

Witness my hand and official seal this ___ day of November 2003.

Donna M. Prince
Notary Public

My commission expires: 10-01-2007

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

DONNA M PRINCE

The Foregoing (or annexed) Certificate(s) of _____

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this _____ Day of _____, 2004
in the Book and page shown on the First Page hereof.

_____, July, 2004
Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

Brunswick County Register of Deeds
Robert J. Robinson Book 2032 Page 1113
Inst #235496 04:37:20pm Rec# 209457
10/26/2004

*Amendments
1402 / 1*

RET Tenn-Heller
TOTAL 32 REV IC# 38
7 REC# CKAMT CK#
CASH REF BY RJL

**AMENDMENT OF DECLARATION
OF
RESTRICTIVE COVENANTS
OF
OYSTER HARBOUR SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, the undersigned DECLARANT of Oyster Harbour Subdivision located in Lockwood Folly Township, Brunswick County, North Carolina, does hereby adopt and declare the following actions by setting its hand and seal hereto:

WITNESSETH:

WHEREAS, the DECLARANT of Oyster Harbour Planned Community, also known as Oyster Harbour Subdivision has previously filed a Declaration of Covenants, Conditions and Restrictions as set forth in Deed Book 1357 at Page 1087 and a Declaration of Restrictive Covenants of Oyster Harbour Subdivision as set forth in Deed Book 1357 at Page 1097 each in the office of the Register of Deeds of Brunswick County, North Carolina; and

WHEREAS, subsequent thereto a number of amendments to said declaration have been filed in the Brunswick County Registry, including, but not limited to, the "Amendment of Declaration, Covenants, Conditions, and Restrictions for Oyster Harbour Planned Community recorded in Deed Book 1402 at Page 1427, 1363 at Page 1291, 1363 at Page 1293, 1525 at Page 90, 1525 at Page 86 and 1552 at Page 1191; and

WHEREAS, the DECLARANT deems it in the best interest of the lot owners and the aforementioned subdivision to amend, modify and supplement the previously recorded Declarations and Amendments thereto.

NOW THEREFORE, the undersigned DECLARANT does hereby amend and supplement the previously recorded Declaration of Covenants, Conditions, and Restrictions as recorded in Deed Book 1357 at Page 1087 and the Declaration of Covenants recorded in Deed Book 1357 at Page 1097 together with all supplements and amendments made thereto as follows:

1. The terms "Oyster Harbour Planned Community" and "Oyster Harbour Subdivision" and "Oyster Harbour" have been used interchangeably in the amendments to the original Declaration as recorded in Deed Book 1357 at Page 1087 and 1357 at Page 1097 each in the Office of the Register of Deeds of Brunswick County, North Carolina. Each recorded amendment, including, but not limited to those amendments as set forth above shall refer to and be considered amendments of the Declarations of Covenants, Conditions and Restrictions of Oyster Harbour Subdivision recorded in Deed Book 1357 at Page 1087 and the Declaration of Restrictive Covenants of Oyster Harbour Subdivision as recorded in Deed Book 1357 at Page 1097 each in the Office of the Register of Deeds of Brunswick County, North Carolina.
2. Each amendment as referenced above, where in conflict with the original Declarations or with previously filed amendments, shall supercede previously filed documents where contradiction exists. All other terms, conditions, covenants, and restrictions as set forth in previously filed documents shall remain in full force and effect.
3. The presence at any duly called meeting of the Oyster Harbour Homeowners Association of members entitled to cast, or of proxies entitled to cast, 10% of the votes that may be cast for election shall constitute a quorum. In the event business cannot be conducted because a quorum does not exist, that meeting may be adjourned to a later date by the affirmative vote of a majority

of those present in person or by proxy. The quorum requirement at the next meeting (the date to which the meeting was adjourned) shall be one-half of the quorum requirements applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time that the quorum is present and business can be conducted.

4. The Amendment of Declaration of Covenants, Conditions, and Restrictions for Oyster Harbour Planned Community Article 3, subsection 3.7.2 as found on Page 8 and recorded at Book 1402, Page 1434 in the Office of the Register of Deeds of Brunswick County, North Carolina is hereby amended by adding the following sentence:

This easement shall be for the purpose of installing and maintaining material and equipment, ditching and roadways or cart paths as necessary to maintain access for said maintenance over, under and across the above described locations.

5. The Amendment of Declaration of Covenants, Conditions, and Restrictions for Oyster Harbour Planned Community Article 4, subsection 4.2.1(1) as found on page 9 of said declaration recorded in Book 1402 at Page 1435 in the Office of the Register of Deeds of Brunswick County, North Carolina is hereby deleted and the following substituted in its place and stand:

The operating, administrative, legal and marketing expenses of the Association;

6. Article 4, paragraph 4.2.3 of the above described Declaration recorded in Book 1402 at Page 1435 in the Office of the Register of Deeds of Brunswick County, North Carolina is hereby deleted in its entirety and the following substituted in its place and stand:

The annual assessment payable by each lot owner shall be \$395.00 per lot per calendar year. The annual assessment shall be due and payable on January 31 of each year. This assessment shall be deferred as to any lot purchased by a builder from the DECLARANT with the intent to build a house for resale to the public at large. This assessment will be payable as to any lot

purchased by a builder who purchases a lot from any person or any entity other than the DECLARANT or for the purpose of building a custom home under contract with the ultimate residence. This assessment will be prorated on a calendar year based on the date title to each lot for which assessment is payable is transferred to the lot owner.

7. Article 4 or the Amendment of Declaration of Covenants, Conditions and Restrictions for Oyster Harbour Planned Community, subparagraph 4.2.4 as recorded in Book 1402 at Page 1435 in the Office of the Register of Deeds of Brunswick County, North Carolina is hereby deleted in its entirety and the following substituted in its place and stead:

The annual assessment may be increased or decreased by the Executive Board without a vote of the membership to an amount not more than ten percent (10%) in excess of the annual assessment for the previous year. A majority vote of those present or voting by proxy at the annual meeting or a duly called special meeting of the Association shall be required to and shall have the authority to approve and increase or decrease any yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than ten percent (10%).

8. Article 5, section 5.3 of the Amendment of Declaration of Covenants, Conditions and Restrictions for Oyster Harbour Planned Community as found in Book 1402 at Page 1440 in the Office of the Register of Deeds of Brunswick County, North Carolina is hereby modified and amended by adding as an additional sentence the following:

The executive board may be increased from three (3) to five (5) or seven (7) members by affirmative vote of two-thirds or more of the voting members at any duly called special or annual meeting of the Oyster Harbour Homeowners Association.

9. Article 4, section 4.3 of the Amendment of Declaration of Covenants, Conditions and Restrictions for Oyster Harbour Planned Community recorded in Book 1402 at Page 1436 in the Office of the Register Deeds of Brunswick

County, North Carolina is hereby deleted and the following substituted in its place and stead:

Special Assessments

In addition to the assessments specified hereinabove the Association may levy special assessments for the purpose of supplementing the annual assessment if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association as described in section 4.2 hereof, provided that any such special assessment shall have the assent of a majority of those members voting that are present or voting by proxy at a duly called meeting of the Association.

10. Article 7, Architectural Control, paragraph 7.1; that portion of 7.1 beginning with the first full sentence on page 16 of the Amendment of Declaration of Covenants, Conditions and Restrictions for Oyster Harbour Planned Community and being recorded in Book 1402 at Page 1442 in the Office of the Register of Deeds of Brunswick County, North Carolina is deleted in its entirety and the following is substituted in its place and stead:

The Committee will require a fee in an amount to be determined by the Architectural Review Committee to review house plans for each lot owner wishing to build. Their review process may be subcontracted out at the discretion of the committee.

11. Article 7, paragraph 7.5 of the Amendment of Declaration of Covenants, Conditions and Restrictions for Oyster Harbour Planned Community recorded in Book 1402 at Page 1442 in the Office of the Register of Deeds of Brunswick County, North Carolina is deleted in its entirety and the following substituted in its place and stead;

With a set of plans, a refundable road repair bond, in an amount to be set from time to time by the Architectural Review Committee must be posted with the Association. If the road shoulders and road have not been damaged during construction, the bond will be refunded.

12. Article 10, paragraph 10.3 of the Amendment of Declaration of Covenants, Conditions and Restrictions for Oyster Harbour Planned Community as recorded in Book 1402, at Page 1444 in the Office of the Register of Deeds of Brunswick County, North Carolina is hereby supplemented and amended by adding the following sentence:

As a matter of clarification, "dues equal to those paid by Association members" shall mean those dues to be paid by the members of the Association at the time of the filing of the Amendment of Declaration of Covenants, Conditions and Restrictions for Oyster Harbour Planned Community said Declaration being recorded in Book 1402 at Page 1427 in the Office of the Register of Deeds of Brunswick County, North Carolina. This paragraph is not meant to limit the use of the recreational facilities by the owners of other land adjacent to the planned community under such terms as the DECLARANT or the Association may deem appropriate.

IN WITNESS WHEREOF, the DECLARANT has caused this amendment of Declaration of Covenants, Conditions and Restrictions of Oyster Harbour Subdivision to be duly executed this the 25th day of October 2004.

OYSTER HARBOUR, LLC

By:



Manager

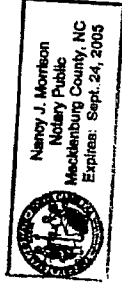
STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, a Notary Public, in and for the county and state aforesaid do hereby certify that WILLIAM G. ALLEN personally appeared before me this day and acknowledged that he is the Manager of OYSTER HARBOUR, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the LLC, the foregoing instrument was signed by him.

Witness my hand and official seal this 25th day of October 2004.

Nancy J Morrison
Notary Public

My commission expires: 9/24/05



STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

NANCY J. MORRISON

The Foregoing (or annexed) Certificate(s) of _____

Notary(ies) Public is (are) Certified to be Correct. _____ 26th _____ October _____ 2004

This Instrument was filed for Registration on this _____ Day of _____

Robert J. Robinson RA

ROBERT J. ROBINSON, Register of Deeds