



**AMENDED BY-LAWS**

**OF**

**FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSN., INC.  
AS AMENDED MAY 7, 1994**

**(A NON-PROFIT CORPORATION)**

**ARTICLE I**

**OFFICES**

**Section 1.** "THE NAME". The name of the corporation is FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSN., INC., hereinafter referred to as "Association."

**Section 2.** "THE PRINCIPAL OFFICE". The principal office of the Association shall be located at Forest By The Sea, Carolina Beach, New Hanover County, North Carolina 28428, or at such other place as may be subsequently designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

**Section 1.** "ASSOCIATION" - shall mean and refer to Forest By The Sea Homeowners/Lagoon Boatowners Assn., Inc., its successors and assigns.

**Section 2.** "PROPERTIES" - shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "COMMON AREA" - shall mean all property owned by the Association for the common use and enjoyment of the Owners.

**Section 4.** "LOT" - shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

**Section 5.** "OWNER" - shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 6.** "DECLARATION" - shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of New Hanover County, North Carolina, as amended from time to time.

**Section 7. "MEMBER"** - shall mean and refer to those persons entitled to membership as provided in the Declaration.

**Section 8. "OTHER DEFINITIONS"** - all definitions set forth in the Declaration shall be applicable herein, unless otherwise defined herein.

### ARTICLE III

#### MEETINGS OF MEMBERSHIP

**Section 1. "PLACE"** - All meetings of Members shall be held at the Office of the Association or such other place as may be stated in the notice.

**Section 2. "ANNUAL MEETINGS"**

- A. The Annual Meeting of the Members shall be held at Carolina Beach, North Carolina, in each year commencing in 1982; provided, however, that such meeting will not be held until the Board of Directors issues a call for such meeting.
- B. Regular Annual Meetings after 1982 shall be held on the first Saturday in May each year, if not a legal holiday, and if a legal holiday, then on the next secular day following, unless otherwise determined by the Board.
- C. All Annual Meetings shall be held at such hour as is determined by the Board.
- D. At the Annual Meeting, the Members shall elect the new members of the Board of Directors and transact such other business as may properly come before the meeting.
- E. Written notice of the Annual Meeting shall be served upon or mailed to each member entitled to vote at such address as appears on the books of the Association at least thirty (30) days prior to the Meeting.

**Section 3. "MEMBERSHIP LIST"** - At least fifteen (15) days before every annual meeting, a complete list of Members entitled to vote at such meeting, arranged numerically with the address of each, shall be prepared by the Secretary. Such list shall be produced and kept for fifteen (15) days and throughout the Annual Meeting at the office of the Association, and shall be opened to examination by any member.

**Section 4. "SPECIAL MEETINGS"**

- A. Special meetings of the Members for any purposes, unless otherwise prescribed by Statute or by the Articles of Incorporation may be called at any time by the President or by the Board of Directors, or upon written request of one-third (1/3) of the Members. Such request shall state the purpose or purposes of the proposed meeting.
- B. Written notice of special meetings of Members, stating the time, place and purpose thereof, shall be served upon or mailed to each Member entitled to vote thereat, at such

address as appears on the books of the Association, at least fifteen (15) days before such meeting.

- C. Business transacted at all special meetings shall be confined to the purposes stated in the notice thereof, unless seventy-five percent (75%) of the Members present at such meeting, in person or by proxy, consent to the transaction of business not stated in the notice.

**Section 5. "QUORUM"** - Fifty-one percent (51%) of the total number of votes entitled to be cast by Members present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the Members of the transaction of business, except as otherwise required by Statute, by the Articles of Incorporation, the Declaration, or these By-Laws.

If, however, such quorum shall not be present or represented at any such meeting of the Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

**Section 6. "VOTE REQUIRED TO TRANSACT BUSINESS"** - When a quorum is present at any meeting, fifty-one percent (51%), in person or represented by written proxy filed with the Secretary in advance of the meeting, shall decide any question brought before the meeting, unless the question is one upon which by express provision of Law, the Articles of Incorporation, the Declaration, or these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

**Section 7. "RIGHT TO VOTE"** - Each Owner in good standing shall be entitled to one vote. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall be valid only for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or entity own a membership, all such Owners shall file a certificate with the Secretary naming the person authorized to cast the vote for such membership. If that certificate is not on

file, the vote of any co-owner present shall be accepted as the vote of all co-owners, unless another co-owner objects.

**Section 8. "WAIVER AND CONSENT"** - Whenever the vote of Members at a meeting is required or permitted by any provision of Law, the Articles of Incorporation, the Declaration, or these By-Laws, to be taken in connection with any action of the Association, the meeting and vote of Members may be dispensed with, if all Members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action.

**Section 9. "ORDER OF BUSINESS"** - The order of business at the Annual Meeting of the Members beginning in 1982, and as far as practical at other Meetings of the Members, will be:

- (1) Roll call and certifying of proxies;
- (2) Proof of notice of meeting or waiver of notice;
- (3) Reading of minutes of prior meeting;
- (4) Officers' reports;
- (5) Committee reports;
- (6) Approval of budget;
- (7) Elections of Directors;
- (8) Unfinished business;
- (9) New business;
- (10) Adjournment.

Robert's Rules of Order shall be applicable to the conduct of all Meetings of Members.

#### ARTICLE IV

##### BOARD OF DIRECTORS

**Section 1. "NUMBER"** - The affairs of this Association shall be managed by a Board of Directors. The number of Directors which shall constitute the Board of Directors (the "Board") shall be specified in the Articles of Incorporation and these By-Laws. Until succeeded by Directors elected at the first Annual Meeting of Members, the number constituting the Board shall be three (3). Thereafter, the number of Directors shall be five (5).

**Section 2. "TERM OF OFFICE"** - Each Director shall be elected to serve for a term of three (3) years, or until his successor shall be elected and shall qualify, except that the first election at the first Annual Meeting shall provide for two (2) Directors for (1) year, two (2) Directors for two (2) years, and one (1) Director for three (3) years.

**Section 3. "VACANCY AND REPLACEMENT"** - If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect of which vacancy occurred.

**Section 4. "REMOVAL"** - Directors may be removed with or without cause, by a majority vote of the members of the Association at a special meeting called for that purpose. No Director shall serve on the Board after his membership in the Association shall be terminated for any reason whatsoever.

**Section 5. "POWERS"** - The property and business of the Association shall be managed by the Board, which may exercise all corporate powers prescribed or not specifically prohibited by Law, the Articles of Incorporation, or the Declarations. The powers of the Board shall specifically include, but not be limited to, the following:

- A. To make and collect regular and special assessments and establish the time within which payment of same shall be due.
- B. To adopt and publish Rules and Regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- C. To suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for the infraction of published Rules and Regulations.
- D. To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declarations.
- E. To declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- F. To purchase the necessary equipment and tools required in the maintenance, care and preservation of the property of the Association.
- G. To maintain, at all times, a liability policy protecting the Association against bodily injury

and property damage on all Common Areas, for the terms and limits that may be reasonably necessary and available.

- H. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from Members or any person for violation of these By-Laws or the terms and conditions of the Declaration.
- I. To employ and compensate such persons, firms and corporations as may be required for the maintenance and preservation of the property.
- J. To acquire, own, hold, pledge, sell, transfer or lease a townhouse unit in the name of the Association or its designee.
- K. To contract for management of the Association and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have specific approval of the Board or the Members.
- L. To impose a penalty assessment (against any Owner) not to exceed One Hundred dollars (\$100.00) for each occurrence, for the violation by the Owner or his guest of any Rule or Regulation adopted by the Board or the breach of any By-Law contained herein, or the breach of any provision of the Declarations.

EXCEPTION: The penalty assessment for FAILURE TO REMOVE A BOAT AT THE TIME OF A HURRICANE IS ONE HUNDRED FIFTY (\$150) DOLLARS.

**Section 6. "LIABILITY"** - The Directors shall not be liable to the owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct, bad faith or gross negligence.

**Section 7. "COMPENSATION"** - Neither Directors nor officers shall receive compensation for their services as such; however, the Board of Directors may order reimbursement to any officer or Director for expenses incurred for and on behalf of the Association.

**Sections 8. "MEETINGS"**

- A. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which such election was held, provided a quorum shall then be present, or as soon thereafter as may be practicable. The Annual Meeting of the Board shall be held at the same place as the Members' meeting, and immediately before or after the adjournment of same.
- B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting, either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may, in writing, waive notice of the calling of the meeting, before or after such meeting.

C. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice, other than announcement at the meeting, until a quorum shall be present.

**Section 9. "ORDER OF BUSINESS"** - The order of business at all meetings of the Board shall be as follows:

- A. Roll call;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes of last meeting;
- D. Consideration of communications;
- E. Elections of necessary Directors and officers;
- F. Reports of officers and employees;
- G. Reports of committees;
- H. Unfinished business;
- I. Original resolutions and new business;
- J. Adjournment.

**Section 10. "ANNUAL STATEMENT"** - The Board shall present, no less often than at the Annual Meeting, a full and clear statement of the business and financial conditions of the Association.

In addition, the Board of Directors will present a detailed analysis of the Reserve accounts, including necessary annual allocations and anticipated interest earnings as is indicated by a 20-year projection of replacement costs on roofs, docks, driveways and parking areas, etc.

Also, the Board of Directors will present an overview of the Proposed Annual Expense and Income Budgets.

#### ARTICLE V

##### OFFICERS

**Section 1. "EXECUTIVE OFFICERS"** - The executive officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by and from the Board. No two offices may be held by one person, except Secretary and Treasurer. If the Board so determines, there may be more than one Vice President.

**Section 2. "SUBORDINATE OFFICERS"** - The Board may appoint such other officers and agents from the membership as it may deem necessary and such officers and agents shall have such authority and perform such duties as from time to time may be prescribed by the Board.

**Section 3. "TENURE OF OFFICERS' REMOVAL"** - All officers shall be subject to removal, with or without cause, at any time by action of the Board, which may delegate to an officer the authority to dismiss employees, agents or contractors.

**Section 4. "THE PRESIDENT"**

A. The President shall preside at all meetings of the Members and Directors; he shall have general and active management of the business of the Association; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages, other instruments and contracts requiring a seal, under the seal of the Association.

B. He shall exercise general control and direction of all the other officers of the Association in the performance of their corporate duties.

C. He shall submit a report of the operations of the Association for the fiscal year to the Directors whenever called for by them, and to the Members at the Annual Meeting, and from time to time shall report to the Board all matters within his knowledge of interest to the Association.

D. He shall be an ex-officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of an Association.

**Section 5. "THE VICE PRESIDENT"** - The Vice President shall act in the place and stead of the President in the event of his absence or inability to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Section 6. "THE SECRETARY"**

A. The Secretary shall keep the minutes of the members and of the Board's meetings in one or more books provided for that purpose.

B. The Secretary shall see that all notices are fully given in accordance with the provisions of these By-Laws, the Declaration or as required by law.

C. The Secretary shall be custodian of the corporate records and of the seal of the Association and shall see that the seal of

the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws.

D. The Secretary shall keep a register of the name, telephone number and post office address of each member, which shall be furnished to the Secretary by such member.

E. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

**Section 7. "THE TREASURER"**

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may be designated by the Board.

B. The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. Such records shall be open to inspection by Members at all reasonable times.

C. The Treasurer may be required to give the Association, at the Association's cost, a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

D. With the approval of the Board, the Treasurer shall be authorized to delegate all or part of his authorities to competent accounting, collection or management personnel, pursuant to written definition of the authorities delegated, but, in such event, the Treasurer shall retain full responsibility.

**Section 8. "VACANCIES"** - If the office of any officer becomes vacant by reason of death, resignation, disqualification or otherwise, the Board shall choose a successor or successors who shall hold office for the unexpired term.

**Section 9. "RESIGNATIONS"** - Any officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the board of Directors, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation by the Board shall not be required to make it effective.

#### **ARTICLE VI**

##### **NOTICES**

**Section 1. "DEFINITION"** - Whenever under the provisions of the Law, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director or Member, it shall not be construed to mean personal notice; but such notice may be given to such Director or Member in writing by depositing the same in a post office or letter box in a postpaid, sealed envelope addressed as appears on the books of the Association.

**Section 2. "ADDRESS"** - The address of the Association for notice is 75 Forest By The Sea, 1200 St. Joseph Street, Carolina Beach, N.C. 28428.

#### **ARTICLE VII**

##### **FINANCES**

**Section 1. "FISCAL YEAR"** - The fiscal year shall be from June 1 through May 31 of each year.

**Section 2. "CHECKS"** - All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

**Section 3. "DETERMINATION OF ASSESSMENTS"**

A. The Board shall determine, from time to time, the amount of money required for the proper and adequate maintenance and preservation of the property of the Association and all other costs of operating the business of the Association, including insurance premiums, accounting and legal fees; and the Board shall thereupon

adopt an annual budget which shall be the basis for all regular assessments against Members of this Association. Until the first annual meeting of Members, the Board's budget need not be approved by the Members; however, the budget adopted by the Board as the basis for all such regular assessments for all calendar years beginning in 1980 must be approved by the Members at the Annual Meeting of the Association.

B. The Board is specifically empowered on behalf of the Association to make and collect assessments and to maintain, repair, renovate and replace any of the property of the Association. Assessments shall be payable periodically as determined by the Board.

C. Special assessments as described in the Declaration may be imposed by the Board as authorized in and by the Declaration; and such special assessments shall be levied and paid by the Members in the same manner as provided herein for regular annual assessments, subject to the provisions of the Declaration.

D. When the Board has determined the amount of any assessment, the Secretary of the Association shall mail or present a statement of the assessment to each of the Members. All assessments shall be payable to the Association, and upon request, the Treasurer or his designated agent, shall give a receipt for each payment made.

E. All assessments not paid when due shall bear interest at the highest lawful rate of interest.

#### ARTICLE VIII

##### INSURANCE

Section 1. Each owner will be responsible for purchasing an insurance policy or policies covering his unit and the Common Area appertaining to that unit. The policies must, at least, insure against the perils of fire, lightening and extended coverage in an amount to fully replace the unit in the event of any loss, but in no event less than the total square footage of the unit, multiplied by the replacement cost per square foot. In addition, each policy must list the Association as an additional insured and as such, the Association will have authority to settle claims involving any

Common Area. All deductible amounts listed in the policies are to be paid by the unit owner(s). All policies, initially, must have an effective date of June 1, 1987, and a copy of the policy or certificate of insurance be delivered to the Secretary of the Association by that date. Also, each owner will be responsible for purchasing a flood insurance policy covering his unit and the Common Area appertaining to that unit. A copy of a flood policy or certificate of insurance naming the Association as an additional insured and using the above formula for replacement costs is to be delivered to the Association Secretary by July 1, 1987. For any unit owner not complying with this Section, the Board will take appropriate action on his behalf to purchase the necessary insurance coverage specified above to restore said unit and all costs of such will be levied against such unit owner.

#### ARTICLE IX

##### SEAL

The Seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Non-Profit." Such Seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

#### ARTICLE X

##### DEFAULT

**Section 1. "ENFORCEMENT OF LIEN FOR ASSESSMENTS"** - In the event a Member does not pay any sums, charges, or assessments required to be paid to the Association by the due date, the Association, acting through its Board, may enforce its lien for assessments, or take such other action to recover the sums, charges or assessments to which it is entitled, in accordance with the Declaration and the N.C. General Statutes.

**Section 2. "GOVERNMENTAL LIENS AND ASSESSMENTS"** - In the event that an owner fails to pay any tax or assessment lawfully assessed by any governmental subdivision within which the property is situated, by the date such tax or assessment is due, the Board may pay the same from the funds of the Association and assess such owner for the amount paid, plus interest thereon.

**Section 3. "LEGAL COSTS"** - In the event such legal action is brought against a Member and results in a judgment for the Association, the Member shall pay the Association's reasonable attorney's fees, costs of collection and court costs.

If a Member brings any proceedings against the Association and does not prevail in a court of law, the Member will pay all legal costs sustained by the Association in defending itself against said proceedings.

**Section 4. "FORECLOSURE"** - If the Association becomes the owner of a townhouse unit as a purchaser by reason of foreclosure, it shall offer such unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of such sale all sums of money due it for assessments and charges, plus interest, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the unit, including the expense of advertising. All monies remaining after deducting the foregoing items of expenses shall be paid to the former owner of said unit.

**Section 5. "EFFECT OF NONPAYMENT OF ASSESSMENTS AND/OR OTHER LEVIES AND REMEDIES OF THE ASSOCIATION"** - Any assessment and/or cost levied for the purchase of insurance not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 6. "INTENT"** - Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate legal remedies. It is the intent of all Members to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from

the Members, and to preserve each Member's right to enjoy his membership, free from unreasonable restraint and nuisance.

#### **ARTICLE XI**

##### **RULES AND REGULATIONS**

In addition to the other provisions of these By-Laws, the Rules and Regulations adopted by the Board together with any subsequent changes, shall govern the use of the facilities and property of the Association and the conduct of all Members, their assignees, lessees, and guests. Any further modifications in the Rules and Regulations may be made by the Board in accordance with Article IV, Section 5., of these By-Laws.

#### **ARTICLE XII**

##### **JOINT OR COMMON OWNERSHIP**

Membership may be held in the name of more than one owner. In the event ownership is in more than one person all of the joint or common owners shall be entitled collectively to only one vote in the management of the affairs to the Association, and the vote may not be divided between joint or common owners. The manner of determining who shall cast such vote shall be as set forth in Article III, Section 7.

#### **ARTICLE XIII**

##### **INDEMNIFICATION**

The Association may indemnify any person made a party to an action by reason of his being or having been a Director or officer of the Association, against the reasonable expenses including attorney's fees actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, except in relation to such matters as to which such Director or officer is adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association.

#### **ARTICLE XIV**

##### **AMENDMENT**

These By-Laws may be amended at any time by the vote of not less than fifty-one percent (51%) of the total number of votes

entitled to be cast by Members, present in person or represented by proxy, at a meeting duly called for that purpose; provided that the notice of such meeting shall contain a copy of the proposed amendment which has been approved by a majority of the Directors.

**ARTICLE XV**

**CONSTRUCTION**

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

We, the undersigned, being all of the Directors of FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSN., INC., do hereby acknowledge these By-Laws as the official By-Laws of the Association as of May 7, 1994.

*Henry E. Moran* (SEAL)

*Linda Hewitt* (SEAL)

*Robert Anderson* (SEAL)



RECORDED  
 STATE OF NORTH CAROLINA  
 COUNTY OF NEW HANOVER  
 NEW HANOVER COUNTY REGISTER  
 AMENDED DECLARATION  
 OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS  
 FOREST BY THE SEA TOWNHOUSES

BOOK 1693 0847 1993 AUG 23 PM 1 47

THIS AMENDED DECLARATION, made the 1st day of May, 1993, by FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, hereinafter referred to as the "Association", pursuant to North Carolina General Statute 47A

WITNESSETH:

WHEREAS, Homeowners are the owners of certain property in the Town of Carolina Beach, County of New Hanover, State of North Carolina, which is more particularly described as follows:

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BEING all of Forest By The Sea Townhouses as the same is shown on maps thereof recorded in the office of the Register of Deeds of New Hanover County, to which said map references is hereby made for a more particular description.

WHEREAS, in Book 1163 Page 1898 of the New Hanover County Registry, a Declaration of Covenants, Conditions and Restrictions, Forest By The Sea Townhouses, was recorded and whereas said Covenants, Conditions and Restrictions were amended in Book 1369 at Page 1237 of the New Hanover County Registry and at Book 1413 Page 1944 and whereas pursuant to North Carolina General Statute, Section 47D et. seq. and the Declaration of Covenants, Conditions, and Restrictions Forest By The Sea Townhouses and amendments thereto, and the By-Laws; the Association has agreed to amend said Declaration of Covenants, Conditions and Restriction, Forest By The Sea Townhouses and the applicable By-Laws. \*\*

WHEREAS, on May 1, 1993 at the Annual meeting of the Forest By The Sea Homeowners/Lagoon Boatowners Association, Inc., this Amended Declaration of Covenants, Conditions and Restrictions were submitted to the members for approval and,

WHEREAS, 63 votes were cast and all 63 votes cast were for approval of the Amended Declaration of Covenants, Conditions and Restrictions and the Amended By-Laws.

NOW, THEREFORE, Homeowners hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

SECTION 1. ASSOCIATION shall mean and refer to Forest By The Sea Homeowners/Lagoon Boatowners Association, Inc., its successors and assigns.

SECTION 2. OWNER shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation. The term Owner and Member shall have the same meaning and may be used interchangeably.

**\*\*NOTE:** These amendments are being recorded to correct erroneous language in those amended Declaration of Covenants, Conditions and Restrictions recorded in Book 1679, Page 1492 of the New Hanover County Registry.

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SECTION 3. PROPERTIES shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. COMMON AREA shall mean all property, including real property, boat slips, docks and recreational facilities, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

The Common Area of Forest By The Sea Townhouses is all of that area shown on the map of Forest By The Sea which is recorded in Map Book 19 Page 69 in the Office of The Register of Deeds of New Hanover County with the exception of Lots 1 through 74, as shown on said map and with the further exception of the area designated thereon as being reserved by Forest By The Sea, Inc.

SECTION 5. BOAT SLIP shall mean the space in and above the water adjacent to Myrtle Grove Sound for the docking of a boat as shown diagrammatically on Exhibit "A" hereto attached. The term "Boat Slip" and "Docking Space" shall have the same meaning and may be used interchangeable.

SECTION 6. LOT shall mean and refer to any of the numbered Lots shown on the map of Forest By The Sea recorded in the Office of the Register of Deeds of New Hanover County.

SECTION 7. BOARD OF DIRECTORS OR BOARD shall mean the Board of Directors of the Association.

## ARTICLE II

### PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OR ENJOYMENT: Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- B. The right of the Association to limit the number of guests of Owners;
- C. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published Rules and Regulations.
- D. The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by fifty-one (51%) percent of the Owners agreeing to such dedication or transfer has been recorded;
- E. The right of the Association to impose regulations for the use and enjoyment of the Common Area, which regulations may further restrict the use of the Common Area;

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1693 0849

- F. One (1) Boat Slip shall be assigned for each Lot in Forest By The Sea Townhouses but such Boat Slip shall not be transferable except as an incident or appurtenance to the transfer of the ownership of a Lot or unit in Forest By The Sea Townhouses.

SECTION 2. ASSIGNMENT OF BOAT SLIPS: The Board of Directors shall assign a Boat Slip to each Owner. The Boat Slip so assigned may be exchanged among the Owners, with the written approval of the Board, except that no Owner may transfer or sell his Boat Slip except as an incident to the sale of his Lot or unit in Forest By The Sea.

SECTION 3. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have one class of voting membership:

CLASS "A". Class A members shall be all Owners. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

### ARTICLE IV

#### COVENANTS FOR ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

1. Annual assessments or charges;
2. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;
3. Damage assessments as provided for in Section 9 of this article;
4. Penalty assessments as provided for in the By-Laws;
5. And to the appropriate governmental taxing authority, a pro rata share of ad valorem taxes levied against the Common Area if the Association shall default in the payment therefor a period of six (6) months, all as hereinafter provided.

The above assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

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1693 0850

Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the persons who were the Owner of such property at the time when the installment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**SECTION 2. PURPOSE OF ASSESSMENT:** The assessments levied by the Association shall be used exclusively for the purpose of (1) promoting the recreation, health, safety and welfare of the members and their property; (2) the enforcement of these Covenants and the Rules and Regulations of the Association promulgated by the Board of Directors; and (3) in particular for the improvement and maintenance of building exteriors and the Common Area.

**SECTION 3. ANNUAL ASSESSMENT:** The Annual Assessment as of June 1, 1992 was TWELVE HUNDRED SIXTY (\$1,260.00) DOLLARS per Lot.

The Annual Assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

The Annual Assessment may be increased above five (5%) percent by a vote of fifty-one (51%) percent of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

**SECTION 4. DETERMINATION OF ASSESSMENTS:** The Board shall determine from time to time the sum or sums necessary and adequate for the common expenses. At the Annual Meeting of the Association, such budget shall be submitted to the members for approval. As approved, the budget shall constitute the basis for all regular assessments for common expenses against owners of memberships, which assessments shall be due and payable periodically as determined by the Board. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Area, Properties, Building Exteriors, all insurance premiums and expenses relating thereto, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association.

The Board is specifically empowered on behalf of the Association to make and collect assessments for expenses described above.

**SECTION 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:** In addition to the annual assessment authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or defraying in whole or in part the cost of any dredging; provided that any such assessment shall have the approval of fifty-one (51%) percent of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**SECTION 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED:** Written notice of any meeting called for the purpose of taking any action authorized under Article IV, SECTION 3 and SECTION 5, shall be sent to all owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of owners or of proxies entitled to cast fifty-one (51%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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SECTION 7. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATE: The Board of Directors shall fix the amount of the annual assessment against each Lot in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro rated monthly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

SECTION 9. ASSESSMENTS FOR REPAIRS OF DAMAGE CAUSED BY FAULT: If an Owner, assignee or lessee, or one of their guests, damages or destroys by his or her fault any of the Properties in the Common Area, the Board shall levy a special assessment upon the Owner for the full cost of repair or replacement not covered by insurance of such damage or destruction.

SECTION 10. EFFECT OF NON-PAYMENT OF ASSESSMENTS-REMEDIES OF THE ASSOCIATION: Any assessment or any portions thereof which are not paid when due shall be delinquent. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall become a lien of such Lot and bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, and interest costs and reasonable attorney's fees of any such action shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 11. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien.

However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability or any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

#### INSURANCE

SECTION 1. The Board of Directors on behalf of the Association, as common expense, shall at all times maintain a liability policy protecting the Association against bodily injury and property damage on all Common Area, for the terms and limits that may be reasonably necessary and available.

SECTION 2. To the extent that the following Common Area property listed below cannot be insured or, in the opinion of the Board of Directors, at a reasonable cost, any damages or losses will be borne by the Association and such costs of losses will be subject to special assessments:

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SECTION 3. In no event shall the insurance coverage obtained by the Association be brought into contribution with insurance purchased by an Owner or his mortgagees.

SECTION 4. The Board of Directors on behalf of the Association shall have the right to periodically review the insurance requirements of Article V. If in the Board's opinion, the Association would benefit by having a special multi-peril policy covering all Properties, (except personal property of any Owner) in the name of the Association, the Board shall have the right to purchase a policy at common expense to all Owners with proper notification. In the event that the Association acquires insurance in its own name, the Association shall have the sole authority to deal with the insurer in the settlement of claims.

#### ARTICLE VI

##### HOMEOWNERS ARCHITECTURAL CONTROL

SECTION 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Board. In the event said Board fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

SECTION 2. FLOATING DOCK: Subject to the provisions of Section 1 above, any Owner shall have the right to construct a floating dock adjacent to his Boat Slip. The repair and maintenance of such floating dock shall be the sole responsibility of the Owner or Owners constructing the same. The Association shall have the right, but not the obligation, to repair and maintain any such floating docks should the Owner or Owners constructing the same fail to do so, and any costs involved shall be immediately repaid in full when due, such costs shall be treated as a special assessment as provided in Section 9, Article IV, and shall be collected accordingly.

SECTION 3. DOCK BOXES: There shall be no more than one (1) dock box per slip of such size, design and construction and in such location, as the Board of Directors shall determine. No removal or change in location, size, design or construction will be made without the written consent of the Board of Directors; provided, that any such approved removal or change shall be at the expense of the person seeking such removal or change.

#### ARTICLE VII

##### PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY: Each wall which is built as a part of the original construction of the townhouses upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provision of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. SHARING OF REPAIR AND MAINTENANCE: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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SECTION 3. DESTRUCTION BY FIRE OR OTHER CASUALTY: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

SECTION 4. WEATHERPROOFING: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such element.

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. ARBITRATION: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE VIII

##### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows:

paint, repair, replace, and care of roof, gutters downspout, exterior building surfaces, decks, trees, shrubs, grass, walks and other exterior improvements.

Such exterior maintenance shall not include glass surfaces.

#### ARTICLE IX

##### USE RESTRICTIONS

SECTION 1. RULES AND REGULATIONS: The Board of Directors shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Properties and Common Area.

SECTION 2. LAND USE AND BUILDING TYPE: No Lot shall be used except for residential purposes. No portion of the Properties, Common Area, or any Boat Slip may be used for any commercial purpose. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family townhouse dwelling not to exceed two and one-half stories in height. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article VI of this Declaration of Covenants, Conditions and Restrictions relating to architectural control.

SECTION 3. QUIET ENJOYMENT: No noxious or offensive activity shall be carried on, in or upon the Properties, or Common Area, nor shall anything be done which may be or may become a nuisance or annoyance to any Owner, Assignee or lessee.

SECTION 4. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basements, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

BOOK PAGE

1693 0854

SECTION 5. RECREATIONAL VEHICLES: No boat, motor boat, camper trailer, motor or mobile home, or similar type vehicle shall be permitted to remain on any Lot or Common Area at any time, unless by consent of the Board.

SECTION 6. ANIMALS: No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free and are at all times properly leashed.

SECTION 7. OUTSIDE ANTENNAS: No outside radio or television antennas shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the Board.

SECTION 8. WINDOW COVERINGS: All drapes, curtains or other similar materials hung at windows, or in any manner so as to be visible from the outside, of any building erected upon any Lot shall be of a white or natural background or material.

SECTION 9. EXTERIOR LIGHTS: All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot shall be clear, white, or non-frost lights or bulbs.

#### ARTICLE X

##### EASEMENTS

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

SECTION 2. The Association, acting through its officers, agents, servants, and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform the exterior maintenance called for in Article VIII - Exterior Maintenance.

SECTION 3. Easements are also reserved over those portions of the Common Area that may be necessary or required to accommodate overhanging eaves or other cantilevered construction which may encroach upon the Common Area or the air and light space above such Common Area.

SECTION 4. ACCESS EASEMENTS: The Association hereby grants to Class "A" Members of the Association a perpetual easement and right-of-way for access to and from the boat dock facilities over the Common Area of Forest By The Sea Townhouses as shown on the plat thereof duly recorded in the New Hanover County Registry.

SECTION 5. UTILITY EASEMENTS: The Association shall have the right to grant and establish over and across its properties and Common Areas such easements and right-of-way as may be required for drainage and public utilities.

#### ARTICLE XI

##### ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the Members at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

ARTICLE XII  
GENERAL PROVISIONS

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SECTION 1. ENFORCEMENT: The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3. LOTS SUBJECT OF DECLARATION: All present and future Owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of this Declaration, and as this Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such Owner, tenant or occupant.

The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot as though such provisions were made a part of each and every deed of conveyance or lease.

SECTION 4. DURATION: The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties and Common Area and shall inure to the benefit or be enforceable by the Association, or any Owner, their respective legal representatives, heirs, successors and assigns, subject to this Declaration, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years each.

SECTION 5. AMENDMENT OF DECLARATION: The covenants and restrictions of this Declaration of Forest By The Sea Homeowners/Lagoon Boatowners Association, Inc., may be amended by the vote of not less than fifty-one (51%) percent of the total membership of the Association, cast in person or by proxy at a meeting duly held in accordance with the By-Laws. All amendments shall be certified by the Secretary of the Association and shall be effective from the date of recording of the amendment as certified, in the office of the Register of Deeds of New Hanover County. It shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any membership in the Association.

IN WITNESS WHEREOF, FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSOCIATION, INC. has caused this Declaration Amendment to be signed in its corporate name by its President, and attested by its Secretary and sealed with its corporate seal

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FOREST BY THE SEA HOMEOWNERS/  
LAGOON BOATOWNERS ASSOCIATION, INC.

BY: George P. Morie (SEAL)  
President

ATTEST:

BY: Ronald B. Hurley  
Secretary



STATE OF NORTH CAROLINA:

COUNTY OF NEW HANOVER:

I, Katie L. Stout, a Notary Public of the County and State aforesaid, certify that Ronald B. Hurley personally came before me this day and acknowledged that he is Secretary of FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSN., INC. a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and notarial seal or stamp: this 17 day of August, 1993.

KATIE L. STOUT  
NOTARY PUBLIC  
Brunswick County, N. C.

Katie L. Stout

Notary Public

My Commission expires: 09/07/93

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

Katie L. Stout

Notary (Notaries) Public is/ are certified to be correct.

This the 23 day of Aug. 19 93  
Mary Sue Oats, Register of deeds

by Linda P. Oats

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STATE OF NORTH CAROLINA: AMENDED  
COUNTY OF NEW HANOVER: AMENDMENT TO DECLARATION  
OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOREST BY THE SEA TOWNHOUSES

THIS AMENDMENT TO DECLARATION, made the 10th day of March, 1998, by FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, hereinafter referred to as the "Association", pursuant to North Carolina General Statute 47A

WITNESSETH:

WHEREAS, Homeowners are the owners of certain property in the Town of Carolina Beach, County of New Hanover, State of North Carolina, which is more particularly described as follows:

000227

BEING all of Forest By The Sea Townhouses as the same is shown on maps thereof recorded in the office of the Register of Deeds of New Hanover County, to which said map references is hereby made for a more particular description.

WHEREAS, in Book 1163 Page 1898 of the New Hanover County Registry, a Declaration of Covenants, Conditions and Restrictions, Forest By The Sea Townhouses, was recorded and whereas said Covenants, Conditions and Restrictions were amended in Book 1369 at Page 1237; at Book 1413 Page 1944; Book 1679, at Page 1492 and at Book 1693, Page 847, all of the New Hanover County Registry; and whereas pursuant to North Carolina General Statute, Section 47D et. seq. and the Declaration of Covenants, Conditions, and Restrictions Forest By The Sea Townhouses and amendments thereto, and the By-Laws; and

WHEREAS, Articles XII, Section 5, entitled "AMENDMENT OF DECLARATION" provides that the covenants and restrictions of this Declaration of Forest By The Sea Homeowners/Lagoon Boatowners Association, Inc., may be amended by the vote of not less than fifty-one (51%) percent of the total membership of the Association, cast in person or by proxy at a meeting duly held in accordance with the By-Laws. All amendments shall be certified by the Secretary of the Association and shall be effective from the date of recording of the amendment as certified, in the office of the Register of Deeds of New Hanover County. It shall be conclusively presumed that such instrument constitutes a valid amendment as to all persons thereafter purchasing any membership in the Association; and

WHEREAS, the Association has agreed to amend said Declaration of Covenants, Conditions and Restriction, Forest By The Sea Townhouses and the applicable By-Laws as noted below.

WHEREAS, on May 3, 1997 at the Annual meeting of the Forest By The Sea Homeowners/Lagoon Boatowners Association, Inc., it was decided to amend Article IV, Section 10 of the Amended Declaration of Covenants, Conditions and Restrictions and Article X, Section 5 of the Amended By-Laws;

WHEREAS, 54 votes were cast and 54 votes cast were for approval of the Amended Declaration of Covenants, Conditions and Restrictions and the Amended By-Laws.

NOW, THEREFORE, Homeowners hereby amend Article IV, Section 10, as follows:

- 1. By deleting the Article IV, Section 10 of the Amended Declaration of Covenants in its entirety and replacing it with the following:

RETURN TO NED M. BARNES

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"ARTICLE IV  
COVENANTS FOR ASSESSMENTS

SECTION 10. EFFECT OF NON-PAYMENT OF ASSESSMENTS-REMEDIES OF THE ASSOCIATION: Any assessment or any portions thereof which are not paid when due shall be delinquent. Any payment not made by the 10th day of the month when due will be assessed and additional \$25.00 late charge. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same may become a lien of such Lot upon the discretion of the Board and bear interest from the date of delinquency at the maximum rate allowed by law whether a lien is filed of record or not, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, and interest from the date the account became delinquent, not the date of the filing of any lien, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. "

2. By deleting the Article X, Section 5 of the Amended By-Laws in its entirety and replacing it with the following:

"ARTICLE X  
DEFAULT

SECTION 10. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND/OR OTHER LEVIES AND REMEDIES OF THE ASSOCIATION: Any assessment and/or costs levied which are not paid when due shall be delinquent. Any payment not made by the 10th day of the month when due will be assessed and additional \$25.00 late charge. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same may become a lien of such Lot upon the discretion of the Board and bear interest from the date of delinquency at the maximum rate allowed by law whether a lien is filed of record or not, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, and interest from the date the account became delinquent, not the date of the filing of any lien, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot."

Except for modifications and amendments set forth herein, the Declaration of Covenants, Conditions and Restrictions, recorded in Book 1163, at Page 1898, of the New Hanover County Registry, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSOCIATION, INC. has caused this Declaration Amendment to be signed in its corporate name by its President, and attested by its Secretary and sealed with its corporate seal

FOREST BY THE SEA HOMEOWNERS/  
LAGOON BOATOWNERS ASSOCIATION, INC.

BY: Jean R. Keane (SEAL)  
President



Joe G. Creech  
Secretary

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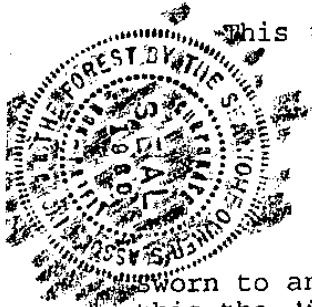
EXHIBIT A

I, Joe G. Creech, Secretary of FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSOCIATION, INC., after being first duly sworn, do depose and state that on the 3<sup>rd</sup> day of May, 1997 a vote by the homeowners association was held as the same relates to the attached amendment and of the total possible votes of     , there were 54 votes cast, of which 54 voted in approval and 0 voted against, said vote constitute a 51% majority as required for an amendment as so provided in the By-Laws and Declaration and Restrictions for Forest by the Sea Townhouses.

This the 10<sup>th</sup> day of March, 1998.

Joe G. Creech

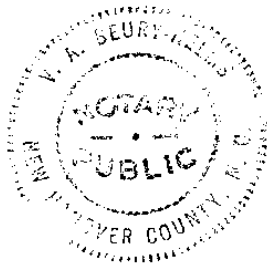
JOE G. CREECH, Secretary  
FOREST BY THE SEA HOMEOWNERS/LAGOON  
BOATOWNERS ASSOCIATION, INC.



Sworn to and subscribed before me,  
this the 10 day of March, 1998.

Na Bey. Nelson  
Notary Public

My Commission Expires: 8/5/99



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2370 0408

STATE OF NORTH CAROLINA:

COUNTY OF NEW HANOVER:

000186

98 MAY 21 PM 4 48 AMENDMENT TO DECLARATION  
OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOREST BY THE SEA TOWNHOUSES  
RECORDED & VERIFIED  
MARY SUE GOTS  
REGISTER OF DEEDS  
NEW HANOVER

THIS AMENDMENT TO DECLARATION, made the 18 day of May  
1998, by FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS  
ASSOCIATION, INC., a North Carolina non-profit corporation,  
hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, Homeowners are the owners of certain property in the  
Town of Carolina Beach, County of New Hanover, State of North  
Carolina, which is more particularly described as follows:

BEING all of Forest By The Sea Townhouses as  
the same is shown on maps thereof recorded in  
the office of the Register of Deeds of New  
Hanover County in Map Book 20, Page 78, Map  
Book 21 at Page 2 and Map Book 22 at Page 19,  
to which said map references is hereby made  
for a more particular description.

WHEREAS, in Book 1163 Page 1898 of the New Hanover County  
Registry, a Declaration of Covenants, Conditions and Restrictions,  
Forest By The Sea Townhouses, was recorded and whereas said  
Covenants, Conditions and Restrictions were amended in Book 1369 at  
Page 1237; at Book 1413 Page 1944; Book 1679, at Page 1492 and at  
Book 1693, Page 847, and Book 2328 at Page 149, all of the  
New Hanover County Registry; and whereas pursuant and the  
Declaration of Covenants, Conditions, and Restrictions Forest By  
The Sea Townhouses and amendments thereto, and the By-Laws; and

WHEREAS, Articles XII, Section 5, entitled "AMENDMENT OF  
DECLARATION" provides that the covenants and restrictions of this  
Declaration of Forest By The Sea Homeowners/Lagoon Boatowners  
Association, Inc., may be amended by the vote of not less than  
fifty-one (51%) percent of the total membership of the Association,  
cast in person or by proxy at a meeting duly held in accordance  
with the By-Laws. All amendments shall be certified by the  
Secretary of the Association and shall be effective from the date  
of recording of the amendment as certified, in the office of the  
Register of Deeds of New Hanover County. It shall be conclusively  
presumed that such instrument constitutes a valid amendment as to  
all persons thereafter purchasing any membership in the  
Association; and

WHEREAS, the Association has agreed to amend said Declaration  
of Covenants, Conditions and Restriction, Forest By The Sea  
Townhouses and the applicable By-Laws as noted below.

RETURN TO NED M. BARNES

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2370 0409

WHEREAS, on May 3, 1998 at the Annual meeting of the Forest By The Sea Homeowners/Lagoon Boatowners Association, Inc., it was decided to amend Articles I and II, of the Amended Declaration of Covenants, Conditions and Restrictions;

WHEREAS, 62 votes were cast and 57 votes cast were for approval of the Amended Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Homeowners hereby amend Article I, as follows:

1. By adding a new section, as follows:

"ARTICLE I  
DEFINITIONS

SECTION 8. LESSEE shall mean and refer to any person who is entitled to the use of a Lot by lease from the Owner of that Lot."

2. By deleting the Article II, Section 1, Paragraph F of the Amended Declaration in its entirety and replacing it with the following:

"ARTICLE II  
PROPERTY RIGHTS

F. One (1) Boat Slip has been assigned to each Lot in Forest by the Sea Townhouses by the Board of Directors, and shall not be reassigned without the written consent of the Owner/Lessee of the Lot or unit. The Boat Slips are owned by the Association, and therefore are not transferable, except as an incident or appurtenance to the transfer of ownership of a Lot or Unit in Forest by the Sea Townhouses. The Lease of a Lot or Unit includes the right of Lessee to use the Boat Slip assigned to that Lot. If a Boat Slip or dock is damaged by a natural disaster, it shall be replaced in the same location as originally assigned to the extent reasonably practicable."

3. By deleting the Article II, Section 2 of the Amended Declaration in its entirety and replacing it with the following:

"ARTICLE II  
PROPERTY RIGHTS

SECTION 2. TEMPORARY USE BOAT SLIPS. An assigned Boat Slip may be temporarily used by the Owner/Lessee of another Boat Slip after written notification to the Board, as well as, written agreement from the Owner/Lessee. An Owner/Lessee may revoke the Temporary Use of the Boat Slip at any time by giving 15 days advance written notice to the Temporary User and to the Board. The

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sale or transfer of a Lot or Unit in Forest By The Sea automatically voids any Temporary Use of the Boat Slip originally assigned to that Lot or Unit, and the originally assigned Boat Slip passes as an incident to the sale or transfer of the Lot or Unit."

4. By deleting the Article II, Section 3 of the Amended Declaration in its entirety and replacing it with the following:

"ARTICLE II  
PROPERTY RIGHTS

SECTION 2. DELEGATION OF USE. Unless his Lot is leased to a Lessee, any Owner may delegate, in accordance with the By-Laws and Rules and Regulations, his right of enjoyment to the Common Area and facilities to resident members of his family, or contract purchasers who reside on the property."

2. By adding a section to Article II, as follows:

"ARTICLE II  
PROPERTY RIGHTS

SECTION 4. TRANSFER OF OWNERS' PRIVILEGES TO LESSEE. No rights to use a Lot may be leased, except by the Owner of a Lot to a person who resides on the Lot. The lease of a Lot transfers to the Lessee the Owner's rights of enjoyment of the Common Area and facilities, including the Boat Slip assigned to the Lot for the term of the lease. During the term of the lease, the Owner shall have no rights of enjoyment of the Common Areas and facilities, including the boat slip assigned to the Lot arising from his ownership of the leased Lot. The Owner shall retain his voting rights as a Class "A" member, as set forth in Article III of the Declaration, and remains subject to all covenants, restrictions, and other requirements and obligations of an Owner as set forth in the Declarations. A Lessee shall be bound by all Use Restrictions set forth in Article IX of this Declaration. All leases shall be in writing. The Owner shall provide written notification of the lease to the Board prior to the Lessee making use of the Lot, Common Area or facilities pursuant to the Lease. Rights to use the Common Area or facilities, including Boat Slips, shall not be leased separately or apart from the Lot."

Except for modifications and amendments set forth herein, the Declaration of Covenants, Conditions and Restrictions, recorded in Book 1163, at Page 1898, of the New Hanover County Registry, as previously amended, shall remain in full force and effect.

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2370 0411

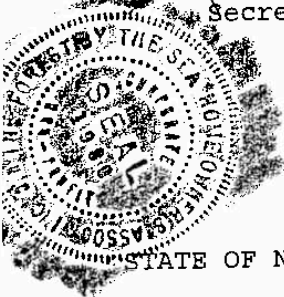
IN WITNESS WHEREOF, FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSOCIATION, INC. has caused this Declaration Amèndment to be signed in its corporate name by its President, and attested by its Secretary and sealed with its corporate seal

FOREST BY THE SEA HOMEOWNERS/  
LAGOON BOATOWNERS ASSOCIATION, INC.

BY: Keneth Bull (SEAL)  
President

ATTEST:

BY: Beverly B. Foscolo  
Secretary



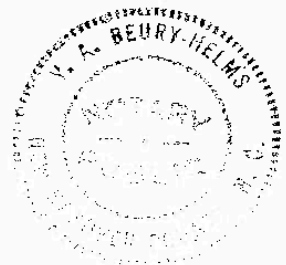
STATE OF NORTH CAROLINA:

COUNTY OF NEW HANOVER:

I, V. A. Beury-Helms, a Notary Public of the County and State aforesaid, certify that Beverly B. Foscolo personally came before me this day and acknowledged that she is Secretary of FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSN., INC. a North Carolina Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and notarial seal or stamp: this 18th day of May, 1998.

V. A. Beury-Helms  
Notary Public  
My Commission expires: 8/5/99



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0412

EXHIBIT A

I, Beverly B. Foscolo, Secretary of FOREST BY THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSOCIATION, INC., after being first duly sworn, do depose and state that on the May 3, 1998 a vote by the homeowners association was held as the same relates to the attached amendment and of the total possible votes of 74, there were 62 votes cast, of which 5 voted in approval and 5 voted against, said vote constitute a 51% majority as required for an amendment as so provided in the By-Laws and Declaration and Restrictions for Forest by the Sea Townhouses.

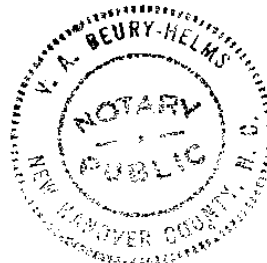
This the 18th day of May, 1998.

Beverly B. Foscolo  
Beverly B. Foscolo, Secretary  
FOREST BY THE SEA HOMEOWNERS/LAGOON  
BOATOWNERS ASSOCIATION, INC.

Sworn to and subscribed before me,  
this the 18th day of May, 1998.

Va Be Helm  
Notary Public

My Commission Expires: 8/5/99



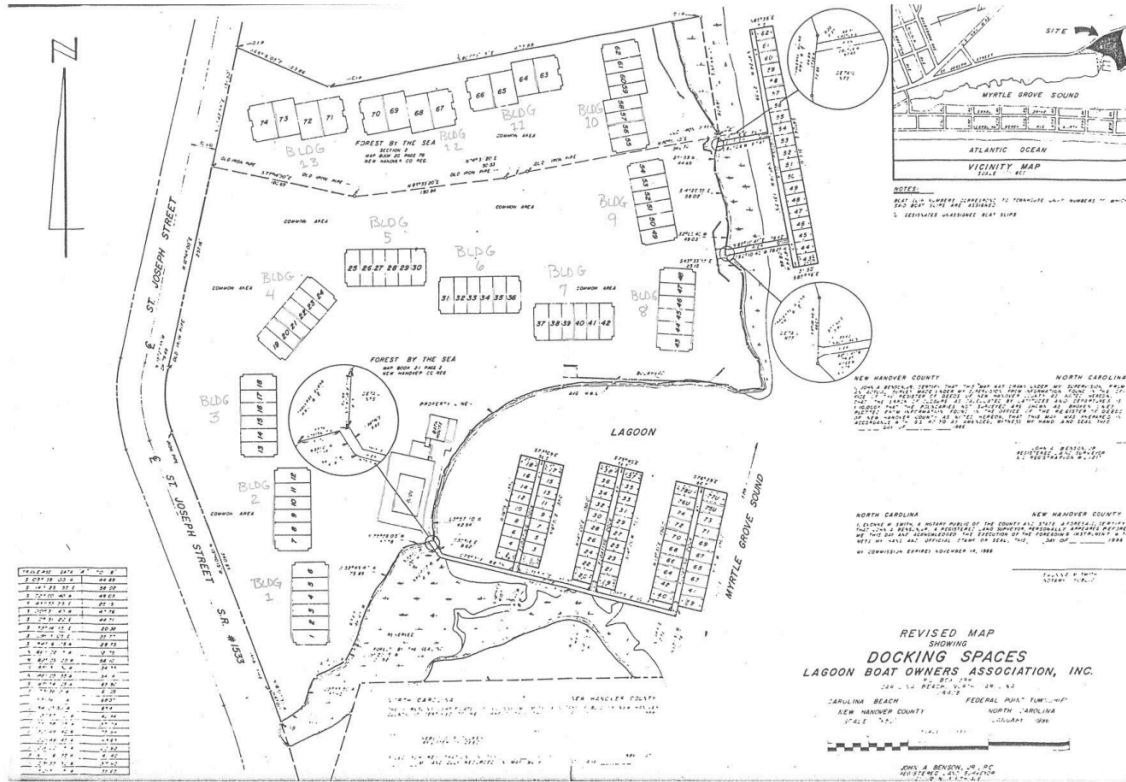
STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing/ Annexed Certificate(s) of

V.A. Beury-Helms

Notary (Notaries) Public is/ are certified  
to be correct.

This the 21 day of May 1998  
Mary Sue Oots, Register of Deeds

by Mavis Ann Storey  
Deputy/Assistant



Forest by the Sea -- Dock Box Specification

**See Dock Box installed at Slip #24. This box is considered the model for all future installations.**

The Board reserves the right to request removal of Dock Boxes that do not meet the neighborhood standards for appearance, safety, etc

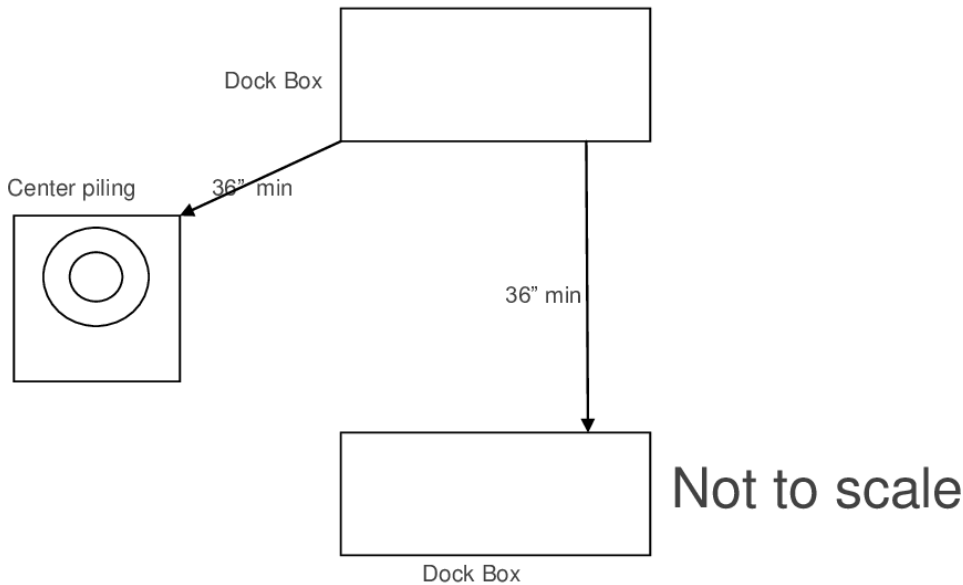
**Maximum footprint:** Size: 20"H x 40"W x 20"D

The Dock Box can be a commercial molded fiberglass (preferred) box or can be constructed of treated wood or other marine grade material and must be painted white to match existing boxes.

Any Dock Box currently installed will be grandfathered in and will not have to be removed or relocated to meet the new guidelines. However, any box that is removed for any reason may not be reinstalled unless it meets the maximum footprint and minimum clearances requirements. The Dock Box must be mounted within the width of the slip. Dock boxes for slips 43-62 must be mounted on the west (land) side of the dock.

For mounting small stainless or galvanized screws may be used to attach Dock Box. Screws are not to penetrate dock planking (less than 1 5/8" in length).

The Dock Box must be installed so that it is a minimum of 36" from any other obstruction on the dock, (example: center piling, access ramp, and other dock boxes). See the sketch below for more information. This sketch is not intended to indicate all areas where the 36" minimum clearance is required.



Note: Slips 9, 10, 27, 28, 67, and 68 will have problems meeting the minimum clearance requirements. Minimum clearances may require slight adjustments on a case by case basis for these slips.

**FOREST BE THE SEA HOMEOWNERS/LAGOON BOATOWNERS ASSOC., INC.  
DOCK RULES AND REGULATIONS**

**Boat Slip Rules Definitions:**

FBTS – Forest By The Sea community at 1200 St. Joseph Street, Carolina Beach, NC

Owner – A FBTS townhouse owner

Member – A FBTS townhouse owner

Assignee – FBTS townhome owner (all townhome owners are assigned a boat slip)

Lessee – Tenant of a FBTS townhouse owner (One Year lease for Tenant is required)

HOA – Forest By The Sea Home Owners' Association

Corporation – FBTS's HOA

Facility – All common areas including boat slip areas, docks and finger piers

BOD – FBTS Board of Directors

**BOAT REGISTRATION:** Each Owner/Lessee shall ensure that the Association is notified at or before such Owners/Lessee's use and enjoyment of the Membership commences. All marine craft shall be properly registered with the Property Manager and all required documents completed and recorded with the Property Manager before any boat or marine craft is put into a slip. The Owner/Lessee must be listed as the primary owner of each boat/craft. An assessment of \$100.00 will be levied against any owner who fails to comply, and an additional \$100.00 fine will be assessed each week thereafter, until resolved.

All required documents are located on your online portal. Questions please call the Property Manager.

1. **DOCKS:** Docks are to be kept clear at all times. Lockers, chests, cabinets, or similar structures shall not be constructed or placed on docks or finger piers without written approval from the FBTS BOD. Storage of loose material, supplies, debris, or gear is not permitted on the docks. No fires of any type will be permitted on the docks or vessels moored in any slip.

**BOAT SLIP CONDITION:** Each Member shall keep and maintain that Member's Boat Slip in a clean, attractive, safe, and sanitary condition at all times. The Member shall not install fixtures upon or make modification to the slip, finger pier, dock area, or utility services without the prior written consent of the Board of Directors.

2. **BOAT SIZE RESTRICTIONS:** Maximum boat length allowed is thirty-three feet (33') overall including pulpits, outboard motors, and swim platforms. Maximum beam (width) is twelve feet, six inches (12' 6"). The Board of Directors will consider exceptions on an individual basis. No boat may be moored in any slip with a finger pier installed that has a beam (width) more than twelve feet, six inches (12' 6"). Any boat that has an overall length more than thirty-three feet (33') will be required to have two (2) additional pilings installed in the slip, as well as adding reinforced cleats at the homeowner's/boat owner's expense. These additional pilings must be of the same specifications as the existing pilings. (See slips 48-49) Board approval is required. The installation shall be performed by a Board-approved, licensed marine contractor and fully completed before any oversized vessel is moored.
3. **STORAGE:** No Member shall store supplies, materials, accessories, or gear of any kind except in approved dock boxes or lockers. All materials and equipment must be kept clear of the docks. No fuel, combustibles, or hazardous materials shall be stored in any dock box.
4. **DOCK BOXES:** No more than one (1) dock box per FBTS Dock Box Specifications shall be permitted for each Boat Slip. The style, size, location and placement of every dock box must be approved by the Board of Directors. Any removal, alteration, or change in the style, location, size, or construction of any dock box shall require the prior written consent of the Board of Directors.
5. **LIVE-ABOARDS:** No full-time or permanent live-aboards shall be allowed in any boat or vessel docked at the Facility.

6. **FUELING:** Fueling of any marine craft is prohibited while any part of the marine craft is in a slip or attached in any way to slip owned by Forest By The Sea Homeowners/Lagoon Boatowners Association Inc. and shall result in an automatic \$100.00 penalty assessment for the first violation. Subsequent violations shall result in more severe penalties as determined by the Board of Directors.
7. A resident may moor more than one boat or craft using an additional slip at FBTS subject to board approval and according to the Amended Declaration of Covenants governing the use of additional slips.
8. Boat Slips are assigned for the use of FBTS townhouse Owners/Lesseees. Any other boat can dock temporarily in assigned visitor/transient slips only after registering with the Property Manager or Dock Master.
9. Boats or other floating objects are prohibited from being stored in the marsh grass or beach areas.
10. No equipment (life jackets, nets, crab pots, etc) is permitted on the docks or finger piers for extended periods of time.
11. **FISH CLEANING:** Fish and crab pot cleaning shall be conducted only at the provided fish cleaning stations. It is incumbent upon any Member using such fish cleaning stations to remove all fish remains from such station and thoroughly clean the area of all blood, scales, skin, bones and remains of any sort.
12. **FISHING, SWIMMING, ETC.:** Fishing from the FBTS docks, finger piers, floats or gangways is allowed; however, no swimming, diving or spinnaker flying is permitted either from the docks, finger piers, or boats moored at FBTS.
13. **SEWAGE DISPOSAL:** Forest By The Sea is a "Closed Head Marina" with a sewage pump-out facility. All permanently-installed sewage systems on vessels must be either approved Type 1 or Type 11 Marine Sanitation Devices or must be locked off while the vessel is docked at the Facility. No sewage, whether treated or untreated, shall be discharged at any time from any vessels using the docks. All sewage shall be disposed of using the pump-out facility at the docks.
14. **MOORING:** All boats shall be moored in a safe manner on cleats with adequate dock lines. Dock lines which are, in the opinion of the BOD, not adequate shall be replaced at the Owner's expense if the Owner cannot be notified to make the change himself (in a timely manner). No part of any boat shall extend over any main dock areas.
15. **SECURITY:** The Dock Master, BOD, or Property Manager should be notified if any suspicious people or unusual activities are seen. All boats should be kept locked (if applicable) at all times.
16. **STORM/HURRICANE:** In the event that the National Weather Service or other appropriate governmental agency shall issue a hurricane warning covering the location of the Facility, all boats, attachments (barges, or other floating objects tied in slip) shall be removed from FBTS docks. An assessment of \$150.00 SHALL be levied against any owner who fails to comply. In addition, any resulting damages SHALL be assessed to the Homeowner.
17. **DAMAGE:** Each Member is and shall be fully liable and responsible for all damage caused by that Member, his employees, agents, guests and/or vessels to any other person and/or property, specifically including the Facility and any other property of the Corporation.
18. **LIABILITY INSURANCE:** It is strongly recommended that each Owner and Lessee carry sufficient Liability Insurance to cover potential liabilities involving their boat or other marine craft/floating vessel. Each Owner ***shall be financially responsible*** for any and all damages caused by their craft(s), Tenants, or Guest and regardless of the amount of Liability Insurance (if any) carried by the Owner.

**Adopted 11/20/2020**



*Forest by the Sea*

1200 St. Joseph Street, #75, Carolina Beach, NC 28428

### Forest By The Sea Finger Pier Specifications

Are as follows, and per the enclosed drawings:

- Pier to be 39"-48" wide (can vary with each location).
- Length to be 23'-30' (can vary with each location).
- All hardware to be marine grade galvanized steel.
- Lumber: No. 2 Choice, CCA-C .40, Treated.
- Positioning of Finger Pier to be determined by the Board of Directors.
- Finger Pier decking, fascia, flotation and hardware must be equal to existing floating dock quality and appearance.
- Finger Pier must clear (6") existing floating dock & existing piling when pivoted on existing piling.
- 2" galvanized ring around piling to be thru bolted to fascia.
- Dock Edging to be small "p" to run full length of both sides of pier.
- 2 Dock Corner Bumpers to be placed on end of pier.
- Dock Edging and Dock Corner Bumpers to be in white.

These specification are to be coordinated with our Association Manager.

#### OTHER APPROVED UPGRADES PER DRAWING ATTACHED

##### Base 24' Finger Pier

Constructed of .4 treated lumber, 2 x 10 (1) fascia and 2 x 6 internal support and decking, consistent with existing floating dock.

All dock hardware to be solid 1/4 inch marine grade hot dipped galvanized steel.

Finger piers are secured to the main dock by a hinge secured to an outside corner brace (b) that keeps the finger piers constant motion from tearing that corner apart.

The pile hoop (f) includes a poly rubplate (e), is tubular and secured with four ½" carriage bolts. The pile hoop is stronger and less likely to damage the piling or hang up in weather than the flat metal hoops.

The float drums (g) measure 3' wide, 4' long and 1' deep. They are poly encased closed cell foam reinforced at stress points. They are secured with driven ½' lags for added strength and meet Army Corp. standards.

Also include 40' of rub rail, 6 cleats, and 2 corner bumpers.

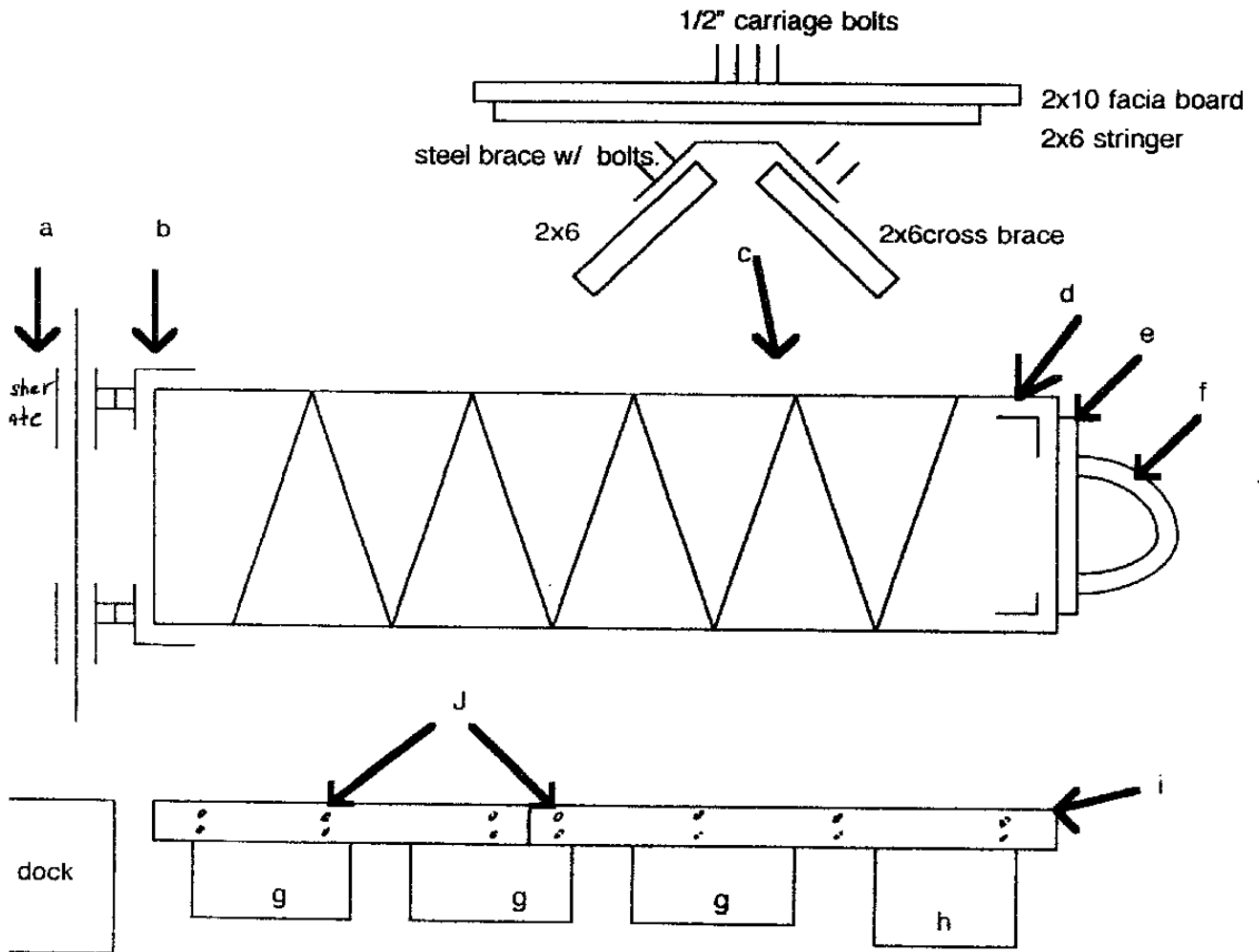
#### Recommended Upgrades

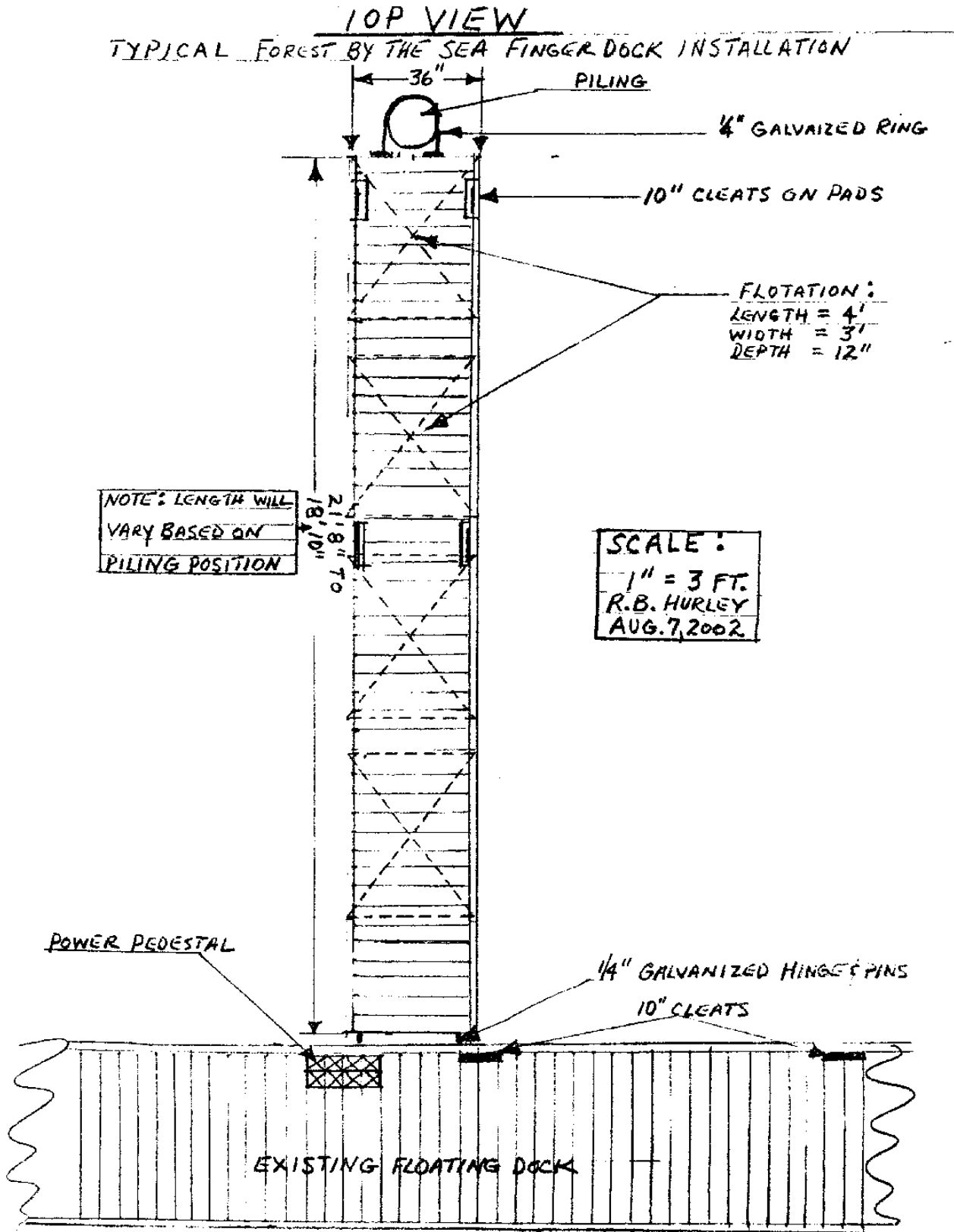
These will significantly increase the life span and durability of your finger pier.

1. As inside corner brace is important to maintain the integrity of the corners located near the piling. These corners are secured with eight ½' carriage bolts.
2. The fascia board should be secured to the internal stringer by carriage bolts (J) instead of nails alone that will eventually break under the piers constant motion and flex. Carriage bolts should be used in pairs connected by a back-plate type washer.
3. A system of diagonal cross bracing (c) inside the pier increases stability and reduces stress and wear by keeping the finger pier from flexing. The cross braces are constructed of 2 x 6 lumber bolted to a steel plate bolted to the sides of the finger pier. The steel plates are manufactured specifically for this application. Partial benefits may be achieved by only cross bracing ½ of the pier.
4. Substituting a 16 inch deep float drum (h) at the end of your finger pier will keep the end of the pier from sinking into the water under load. Those homeowners with a slip at the outmost dock on the lagoon side will need to use all 16 inch deep float drums.

11/17/03

APPROVED UPGRADES





Forest By The Sea Homeowners Asso.  
 August 8, 2002  
 TOP VIEW DRAWING PLAN



# Forest by the Sea Homeowners/Lagoon Boatowners Assoc. Inc. Boatowners Registration/Information Sheet

Date \_\_\_\_\_

Slip # \_\_\_\_\_

Boat Owner(s) \_\_\_\_\_ Unit # \_\_\_\_\_

Phone #'s \_\_\_\_\_

**Description of Boat**

Make \_\_\_\_\_ Model \_\_\_\_\_

Name \_\_\_\_\_

Year \_\_\_\_\_ Length \_\_\_\_\_ Beam \_\_\_\_\_  
Pulpit, Swim Platform, O/B Motors

Registration/Documentation # \_\_\_\_\_ (Please attach copy)

Engine(s): Year \_\_\_\_\_ Make \_\_\_\_\_ H/P \_\_\_\_\_

**All boats must be removed from the slips in the event a hurricane warning is issued (dock rule # 15). Describe your hurricane plan to remove your boat. Also, consider how you will execute your plan if you are out town: \_\_\_\_\_**

**It is further understood and agreed that in accordance to the Amended Declaration of Covenants Article IV, Section 9, and the Forest by the Sea Dock Rules, the boat owner(s) is/are liable for any damage to docks or other boats while moored in any slip, and will also abide by the Dock Rules and Regulations.**

Boat Owner(s) \_\_\_\_\_ Date \_\_\_\_\_

**IF THE SLIP NUMBER BEING USED IS DIFFERENT THAN YOUR UNIT NUMBER, PLEASE COMPLETE THE FOLLOWING:**

I/We, \_\_\_\_\_, Owner(s) of Unit # \_\_\_\_\_, do

hereby grant permission to \_\_\_\_\_ Unit # \_\_\_\_\_

Boat Owner(s)

to moor the above described boat in my slip in accordance to the Amended Declaration of Covenants as described in Article II, Section 2 and the Forest by the Sea Dock Rules and Regulations.

Unit Owner(s)/Tenants \_\_\_\_\_ Date \_\_\_\_\_

Boat Owner(s) \_\_\_\_\_ Date \_\_\_\_\_

02/27/2020

Forest By The Sea HOA  
Approved Specifications for  
Floating Boat Lifts

The FBTS Board of Directors, hereinafter referred to as “Board”, have evaluated and approved Boat Lifts for our Marina with the specifications listed herein. There are two basic types of boat lift products: **Frame Lifts**, hardware frames attached to pilings, which lift the boat hull above the high tide line, and **Floating Platforms** on which boats are driven or winched, and the boat rests on the platform, with the hull out of the water. Both have been approved with the specific design and type of dock attachment described in this specification, and are hereinafter referred to as “Floating Boat Lift”.

The installation of any Floating Boat Lift must meet approved Board specifications prior to installation. Specifications may be changed or extended by the Board in the future. Specific manufacturers and installation details are included in this specification. However, additional manufacturers and installation details may be approved upon review by the Board. The goal of such reviews will be to maintain a consistent appearance and high quality standard for all installations.

**Approved Specifications:** Installations must comply with all applicable CAMA regulations and the North Carolina Coastal Area Management Act (CAMA) dock permit for the installation. Floating Boat Lifts must be completely contained in the owner’s slip.

**Assembly:** Vendor models are provided as kits and can be assembled by the homeowner. Assembly activities must have limited interference with normal access and usage of neighboring slips. Whether assembled by a contractor or the homeowner, the homeowner assumes all responsibility for damages due to failure of the installed Floating Boat Lift.

**Winches:** Mechanical and electrical winches are allowed. Electrical winches must be installed by a licensed electrical contractor and must comply with local building codes and meet UL Marine ratings. Amperage ratings for motors can not exceed service ratings of dockside electrical, 30 amps.

**Attachment to Docks and Pilings:** Floating Platforms can be attached to the docks and pilings by ropes or by using the Board approved anchoring hardware hinge kit available to use with the EZ Dock system. Frame Lifts are to be attached to the dock and pilings by ropes. No other hardware or brackets that attach to pilings or docks are allowed unless approved by the Board (hardware must be installed by vendor). Sufficiently sized fenders must be provided to prevent damage to the docks, flotation, and pilings.

Forest By The Sea HOA  
Approved Specifications for  
Floating Boat Lift Platforms  
Page two

### **Approved Vendors and Models:**

SHOCO, [info@shocomarine.com](mailto:info@shocomarine.com), 704-482-7329, 800-654-8168,  
Shelby, NC 28151; Dale Short, Owner or Jerry McEntire; Sales Representative  
EZ Dock, <http://www.ez-dock.com>, 800-654-8168  
Rehder Marine LLC, Wilmington, NC  
910-686-5551  
All Models, up to 20 feet in length, including models for personal water craft.

JET DOCK, [www.ietdockusa.com](http://www.ietdockusa.com), 800-JET-DOCK  
Universal Model of lengths not greater than 23 feet 6 inches (boat size 20 feet),  
including models for personal water craft.

PAGES CREEK MARINE SERVICES, INC., [www.pagescreek.com](http://www.pagescreek.com), 910-799-7179  
FloatLift Model FL6012

### **Homeowner Responsibilities:**

1. Homeowner must submit plans to install a Floating Boat Lift to the Board, **prior to installation.**
2. A check payable to Forest By The Sea HOA in the amount of \$100.00 for the CAMA Permit must be submitted with your plans.
3. Homeowner supervises installers and/or contractors so that the installation meets specifications.
4. Homeowner is responsible for damage to the docks resulting from the Floating Boat Lift installation and use. This includes, but is not limited to, damage due to Floating Boat Lift failure, docking accidents, and improper attachments to docks and pilings.
5. Homeowner will remove the Floating Boat Lift permanently if it is deemed by the Board to be in an unacceptable state of appearance. Reasons may include, but are not limited to, marine growth, odor, or damage. Upon written notice from the Board the Floating Boat Lift must be repaired to acceptable standards or be removed.
6. Homeowners are responsible for removing the Floating Boat Lift for any dock maintenance activities as requested by the Board.
7. Floating Boat Lifts will be treated as boats with respect to removal in times of hurricane threat, and must be removed on the same timetable as boats. Please reference Forest By The Sea Homeowners/Lagoon Boat Owners Association document, **Hurricane Watch/Warning Notice**, for specific details on rules and fines for non-compliance.

10/4/05