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**FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR VINEYARD GREEN**

Prepared by: Mary Margaret McEachern Nunalee, Esq.
and MARY MARGARET McEACHERN NUNALEE, P.L.L.C.
Return to: 709 Princess Street
Wilmington, NC 28401
Telephone: (910) 762-9150
Facsimile: (910) 762-9151
Toll Free: (866) 290-9150
Web Site: www.mceachernlaw.com
E-mail: mmmn@mceachernlaw.com

STATE OF NORTH CAROLINA)	FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINEYARD GREEN
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)	
COUNTY OF NEW HANOVER)	

This FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINEYARD GREEN ("Declaration") is made this 29th day of April, 2003, by Vineyard Green Homeowners' Association, a North Carolina nonprofit corporation ("Association" or "Board") for the purposes herein stated.

WITNESSETH:

WHEREAS, the Association owns and controls certain real property being situated in New Hanover County, North Carolina, and being known as the "Common Areas of Vineyard Green", which said Common Areas are delineated on plats for Sections 1 through 3 of Vineyard Green, which said plats are recorded in the New Hanover County Registry, in Map Book 35 at Page 263, Map Book 36 at Page 238, and Map Book 37 at page 111, to which reference is hereby made for a

more particular description (“Common Areas” or “Property”); and

WHEREAS, the Association desires to update and amend its Declaration in order to reflect the desires of the Members and the fact that the Declarant is no longer involved in the Development, the original of which is recorded in Deed Book 1985 at Page 16 and supplemented in Deed Book 2133 at Page 188 and Deed Book 2222 at Page 451 of the New Hanover County Registry; and

WHEREAS, the Association further desires to subject the Development to the provisions of the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes, in accordance with North Carolina General Statutes §47F-1-102(d).

NOW, THEREFORE, the Association hereby declares that the Property will be held, maintained, and controlled for the benefit of the fifty (50) Lot Owners making up the Association; and further, that the Association has established certain restrictions, covenants and conditions which will govern and bind all fifty (50) Lots in Vineyard Green, as the same are also delineated in the aforesaid plats, and which restrictions, covenants and conditions are designed to protect the value and desirability of, and which restrictions, covenants and conditions will run with the land and bind all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and will inure to the benefit of each Lot Owner in Vineyard Green.

ARTICLE I

Definitions:

1. “Act” means the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes.
2. “Allocated Interests” means the common expense liability and votes in the Association allocated to each Lot.
3. “Association” means Vineyard Green Homeowners’ Association, Inc., a North Carolina nonprofit corporation, its successors and assigns; the Owners’ Association organized for the purposes set forth further herein.
4. “Assessments” means the Annual, Special, Insurance, and *Ad Valorem* Assessments defined further herein.
5. “Common Areas” means all real property within Vineyard Green which is owned by the Association for the common use and enjoyment of the Lot Owners, including facilities and infrastructure located on such real property.
6. “Common Expenses” means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

7. “Common Expense Liability” means the liability for common expenses allocated to each Lot as permitted by this Declaration or applicable law.
8. “Declaration” means this instrument as it may be from time to time amended or supplemented.
9. “Development” means the fifty (50) Lots and all Common Areas delineated on the recorded plats for Vineyard Green.
10. “Limited Common Areas” means areas and facilities of any Lot which are for the exclusive use of the Lot Owner but which the Association is obligated to maintain pursuant to the terms of this Declaration; the Limited Common Areas within the Development consist of all perimeter fencing installed and paid for by the original developer, but not fencing added by any Lot Owner; “perimeter fencing” means the fence on the property line of each Lot, including dividing fences installed between Lots.
11. “Lot” means any of the fifty (50) numbered Lots within the Development, exclusive of the Common Areas.
12. “Members” means every person or entity that has a Membership in the Association.
13. “Membership” means the rights, privileges, benefits, duties and obligations, which inure to the benefit of and burden each Member of the Association.
14. “Owner” means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
15. “Property” means the Property as defined in the preamble to this Declaration.
16. “Reasonable Attorney Fees” means attorney fees reasonably incurred without regard to any limitations on attorney fees which may otherwise be allowed by law.

ARTICLE II

Applicability of Act:

In accordance with North Carolina General Statutes §47F-1-102(d), the Association hereby subjects the Development to the provisions of the Act, as the same may be amended from time to time. This amendment has been approved as required by the affirmative vote of at least sixty-seven percent (67%) of the votes in the Association.

ARTICLE III

Easements:

- Section 1.* Owners' Easement of Enjoyment. Every Owner has and is hereby granted a right and easement of enjoyment in and to the Common Areas which will be appurtenant to and will pass with the title to every Lot, subject to provisions set out elsewhere in this Declaration.
- Section 2.* Easements in Favor of Association. The following easements are reserved to the Association:
- (a) Easements as necessary in the lands constituting the Development for the maintenance of utilities and drainage facilities, including the right of the Association to go upon the ground with workers and equipment to erect, maintain, inspect, repair and use electric and telephone lines, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over each Lot and such other areas as shown on the plats of the Property recorded in the New Hanover County Registry; the right to cut drain ways for surface water whenever such action may appear to the Association to be necessary in order to maintain reasonable standards of health, safety and appearance; the right to cut any trees, bushes or shrubbery; the right to make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance; the right to locate wells, pumping stations, and tanks within residential areas, or upon any Lot with the permission of the Owner of such Lot; and the right to subject the Property to a contract with Carolina Power and Light Company for the installation of street lighting, which contract provides a continuing monthly payment to Carolina Power and Light Company by each resident customer for street lighting service.
 - (b) Easements over all private streets, if any, access easements, and Common Areas of the Development as necessary to provide access, ingress and egress, to the Property.
 - (c) An easement of unobstructed access over, upon, through and across each Lot and the Limited Common Areas located thereon, if any, at all reasonable times to perform any maintenance and repair to the Limited Common Areas required by this Declaration. This easement will also run in favor of the Association's agents, employees, successors and assigns.

Section 3. Other Easements. The following easements are granted by the Association to others:

- (a) An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services, to enter upon all Lots and Common Areas in the performance of their duties.
- (b) In case of any emergency originating in or threatening any Lot or Common Areas, regardless of whether any Lot Owner is present at the time of such emergency, the Association or any other person authorized by it will have the right to enter any Lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot Owners, and such right of entry will be immediate.
- (c) The Association is granted an easement over each Lot for the purpose of providing Lot maintenance in accordance with other terms of this Declaration.

Section 4. Nature of Easements. All easements and rights described herein are perpetual easements appurtenant, running with the land, and inure to the benefit of and bind the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Property or any Lot, or any party or portion thereof, regardless of whether reference is made in the respective deeds of conveyance, or in any mortgage or deed of trust or other evidence of obligation, to the easements and rights described in this Declaration.

ARTICLE IV

Homeowners' Association:

Section 1. Formation of Association. Vineyard Green Homeowners' Association, Inc. is a nonprofit corporation that was organized on October 25, 1995 pursuant to the North Carolina Nonprofit Corporation Act for the purpose of establishing an Association for the Lot Owners to operate and maintain the Common Areas and to provide any other services agreed to by a majority of the Members.

Section 2. Membership. Every Lot Owner must be a Member of the Association. Membership is appurtenant to and may not be separated from Lot ownership.

Section 3. Voting Rights. Each Lot is entitled to one vote in the affairs of the Association. When more than one person holds an interest in any Lot, all

such persons must be Members. The vote for such Lot will be exercised as they among themselves determine, but in no event will more than one (1) vote be cast with respect to any Lot.

Section 4. Powers, Privileges, Rights and Obligations. In addition to the rights and powers regarding Assessments as set forth further herein, the Association through its duly elected Board of Directors has and possesses and shall perform and exercise the following powers, privileges, rights and duties:

- (a) Adopt and amend reasonable regulations governing the use of the Common Areas by the Owners;
- (b) Adopt and amend Bylaws and Rules and Regulations;
- (c) Adopt and amend budgets for revenues, expenditures, and reserves and collect Assessments for common expenses from Lot Owners;
- (d) Hire and discharge managing agents and other employees, agents and independent contractors;
- (e) Make contracts and incur liabilities;
- (f) Operate, maintain, protect, preserve, repair, reconstruct and/or replace the Common Areas and additions thereto, and the Limited Common Areas; provided, however, that, in the event that any of the above is necessitated by the wilful act or active or passive negligence of any Owner, its family, guests, invitees or tenants, or is caused by fire, wind, rain, blowing water, lightning, smoke or other hazard or casualty and the cost of such maintenance, repair or other activity is not fully covered by insurance, then, at sole discretion of the Board of Directors of the Association, the cost of the same will be the personal obligation of the Owner and if not paid to the Association upon demand, may be added to the annual assessment levied against said Owner's Lot;
- (g) Engage in such other activities as are authorized by a majority of the Members from time to time;
- (h) Suspend the voting rights and privileges of an Owner for any period during which any Assessments against the Owner's Lot remain unpaid and for a period not to exceed sixty (60) days for an infraction of the published rules and regulations of the Association;
- (i) Mortgage or convey the Common Areas, or dedicate or transfer all or part of the Common Areas, to any public agency, authority or utility for such

purposes and subject to such conditions as may be agreed upon by at least sixty-seven percent (67%) of the Members:

- (j) The Board of Directors on behalf of the Association, as a Common Expense, shall at all times keep the Common Areas and other property of the Association, if any, insured against loss or damage by fire or other hazards and other such risks, including, but not being limited to directors' liability and public liability insurance, upon such terms and for such amounts as may be reasonably necessary from time to time to protect such property, which insurance must be payable in case of loss to the Association for all Members. The duly elected Board of Directors of the Association has the sole authority to deal with the insurer in the settlement of claims. Such insurance must be obtained without prejudice to the right of each Member to insure their personal property for their own benefit at their own expense. In no event may the insurance coverage obtained by the Association be brought into contribution with insurance purchased by Members or their mortgagees;
- (k) Institute, defend or intervene in litigation or administrative proceedings on matters affecting the Development;
- (l) Grant easements, leases, licenses and concessions through or over the Common Areas;
- (m) Assign its right to future income, including the right to receive common expense Assessments;
- (n) Impose reasonable charges in connection with the preparation and recordation of documents, including, without limitation, amendments to this Declaration and statements for unpaid Assessments;
- (o) Impose reasonable charges for late payment of Assessments and, after notice and an opportunity to be heard, suspend privileges or services provided by the Association during any period that Assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer;
- (p) After notice and an opportunity to be heard, impose reasonable fines or suspend privileges or services provided by the Association for reasonable periods for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;
- (q) Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association; and

- (r) Exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE V

Covenants For Assessments:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner, by acceptance of a deed for its Lot, regardless whether so expressed in such deed, covenants and agrees to pay to the Association the following Assessments:

- (a) Annual Assessments;
- (b) Special Assessments for Capital Improvements;
- (c) Insurance Assessments; and
- (d) *Ad Valorem* Tax Assessments.

The Assessments, together with interest, costs and reasonable fees, will be a charge on the land and will be a continuing lien upon the respective Lot against which the Assessments are made. Each such Assessment, together with interest, costs and reasonable attorney fees, will also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due. The personal obligation for delinquent Assessments will not pass to the Owner's successors in title unless assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association will be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Property and Lots and for the improvement and maintenance of the Common Areas and Limited Common Areas. The funds arising from said Assessments or charges may be used for any or all of the following purposes: operations, maintenance and improvement of the Common Areas and Limited Common Areas, including payment of utilities; enforcing this Declaration; paying taxes, insurance premiums, legal and accounting fees and governmental charges; establishing working capital; and doing any other things necessary or desirable in the opinion of the Association to keep the Common Areas and Limited Common Areas in good operating order and repair.

Section 3. Annual Assessments. Annual Assessments will be in an amount to be fixed from year to year by the Board of Directors, which may establish different

rates from year to year as it may deem necessary for the purposes set forth above. The amount of the Annual Assessment against each Lot for any given year will be fixed at least thirty (30) days in advance of the Annual Assessment period. Written notice of each Annual Assessment thereafter will be sent to every Owner subject thereto. The due date will be established by the Board of Directors, and the Board of Directors will have the authority to require the assessments to be paid in *pro rata* 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.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Annual Assessment may be increased each year not more than five percent (5%) above the Annual Assessment for the previous year without a vote of the Members, except as herein provided.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Annual Assessment may be increased above five percent (5%) by a vote of sixty-seven percent (67%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas and Limited Common Areas, including fixtures and personal property related thereto, provided that any such Special Assessment has the assent of sixty-seven percent (67%) of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Insurance Assessments. All premiums on insurance policies purchased by the Board of Directors or its designee pursuant to other provisions of this Declaration and any deductibles payable by the Association upon loss will be a Common Expense, and the Association may in any assessment year levy against the Owners equally an "Insurance Assessment" in addition to the Annual Assessments provided above, which will be in an amount sufficient to pay the annual cost of all such deductibles and insurance premiums not included as a component of the Annual Assessment. Such assessment will not be subject to the five percent (5%) limitation set out elsewhere herein.

Section 6. Ad Valorem Tax Assessments. All *ad valorem* taxes levied against the Common Areas, if any, will be a Common Expense, and the Association may

in any assessment year levy against the Owners equally an “*Ad Valorem Tax Assessment*”, in addition to the Annual Assessments provided above, which will be in an amount sufficient to pay such *ad valorem* taxes in such year not included as a component of the Annual Assessment. Such assessment will not be subject to the five percent (5%) limitation set out elsewhere herein.

- Section 7.* Notice and Quorum for Any Action Authorized Hereunder. Written notice of any meeting called for the purpose of taking any action authorized hereunder must be sent to all Members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of the Membership will constitute a quorum. The required quorum at the subsequent meeting will be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting may be held more than sixty (60) days following the preceding meeting.
- Section 8.* Uniform Rate of Assessment. The Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis, as the same may be determined to be appropriate from time to time by the Board of Directors.
- Section 9.* Commencement of Assessments. Assessments for each Lot will commence upon the date of acceptance by an Owner of a deed for Lot Ownership.
- Section 10.* Effect of Nonpayment of Assessments and Remedies of the Association. Any Assessment or installment thereof not paid within thirty (30) days after the due date will bear interest from the due date at the rate of eighteen percent (18%) *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 Owner’s Lot. The Association may recover reasonable attorney fees in any such action at law or foreclosure. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of its Lot. All unpaid installments of Assessments will become immediately due and payable if an Owner fails to pay any installment within the time permitted.
- Section 11.* Priority of Lien. The lien hereunder is prior to all liens and encumbrances on a Lot except liens and encumbrances, specifically including but not being limited to a mortgage or deed of trust on a Lot, recorded before the docketing of the claim of lien in the Office of the New Hanover County Clerk of Superior Court, liens for real estate taxes and governmental assessments and charges against a Lot, and mechanics’ and materials suppliers’ liens. Sale or transfer of any Lot will not affect the Assessment lien; however, the sale or

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

ARTICLE VI

Use Restrictions And Architectural Control:

→ *Section 1.* Building and Site Improvements. No dwelling, wall or other structure may be commenced, erected, or maintained upon any of the fifty (50) Lots, nor may any exterior addition to or change in or alteration therein (including painting or repainting of exterior surfaces) be made until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. If the Board or the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, then approval will not be required and this Article will be deemed to have been fully satisfied. Refusal or approval of any such plans, location or specification may be based upon any grounds, including purely aesthetic and environmental considerations, that the Board or the Architectural Control Committee deems sufficient. One copy of all plans and related data must be furnished to the Board or the Architectural Control Committee, as the case may be, for its records. Neither the Board nor the Architectural Control Committee will be responsible for any structural or other defects in plans and specifications submitted, or any structural or other defects in structures erected according to such plans and specifications. The Board has the right to request that any changes made without the approval required hereunder be restored to the previous condition or architecture.

→ *Section 2.* Approval of Plans.

(a) No structure may be erected, altered, placed or permitted on any Lot, except for the standard single-family dwelling, unless the Board or the Architectural Control Committee approves such structure in writing. Examples are house modifications, utility sheds, or playhouses.

- (b) All service utilities, fuel tanks, and wood piles are to be enclosed within a wall or plant screen of a type and size approved by the Board or the Architectural Control Committee, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or any other residence within the subdivision.
- (c) All mail and newspaper boxes must be uniform in design. Design for mail and newspaper boxes will be furnished by the Board. Any replacement of mail or newspaper boxes should meet the same design specifications.
- (d) Roofs must be of uniform color and texture. Any roof replacement is subject to prior written approval by the Architectural Control Committee.
- (e) Fences will be permitted on any Lot; provided, however, that the design and materials of any fence are approved by the Board or the Architectural Control Committee, as the case may be, and provided, further, that no fence may be located forward of a point that is three feet to the rear of the front elevation of the dwelling on the Lot.
- (f) Clotheslines of a temporary or permanent nature are not permitted on any Lot.

Section 3. Prohibition of Non-Residential Activities. No activity that is not related to single family residential purposes, whether for profit or not, may be conducted on any Lot unless said activity meets the following criteria: no additional exterior sign of activity is apparent; it is the type of activity that usually happens in a home; no additional pedestrian or vehicular traffic is created; there are no window displays; and the activity is not hazardous to the neighborhood. This restriction is waived respecting customary sales activities required to sell or rent homes in the Development.

Section 4. Nuisance or Hazard. No noxious, offensive, or hazardous activity may be carried on upon any Lot, nor may anything be done thereon that may be or may become an annoyance, nuisance, or hazard to the neighborhood. There may not be maintained any plants, animals, device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant, or that may diminish or destroy the enjoyment of other Lots by the Owners thereof. It will be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on the Owner's Lot, which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. The Board retains the sole and absolute discretion to determine what constitutes a nuisance, annoyance or hazard. The Board will consider complaints of Lot Owners relating to, *inter alia*, barking dogs, vehicles parked in the streets, animals



roaming free, loud music, and playgrounds in front yards. The Board may levy fines for non-compliance as defined herein and in accordance with applicable law.

Section 5. Lot Maintenance. Each Lot Owner shall keep its Lot free from weeds, underbrush or refuse piles, or unsightly growth or objects. In the event the Owner fails to do so, then, after thirty (30) days' notice from the Architectural Control Committee, the Association or its designee may enter upon the Lot and remove said weeds, underbrush or refuse piles, or unsightly growth or objects, at the expense of the Owner, and such entrance will not be deemed a trespass, and in such event a lien will arise and be created in favor of the Association for the full amount of the cost thereof chargeable to such Lot, including collection costs, and such amounts will be due and payable within thirty (30) days after the Owner is billed. Such lien will be enforceable by court proceedings as provided by law for the enforcement of liens.

→ *Section 6.* Temporary Structures. No structure of a temporary character such as a trailer, basement, tent, shack, garage, barn or other out building may be used on any Lot, at any time, as a residence either temporarily or permanently without the written consent of the Association.

→ *Section 7.* Vehicles/Boats. No boat, motorboat, camper, trailer, motor home, mobile home, tractor/trailer, or similar type vehicle will be permitted to remain on any Lot or on any street at any time, without the written consent of the Association or its designee. No inoperable vehicle or vehicle without current registration and insurance will be permitted on any Lot, street or Common Areas. The Association retains the right to have all such vehicles towed away at the Owner's expense. No repairs to any vehicle may be made on streets or in driveways but only in garages or other areas and not visible from streets.

Section 8. Animals. No animals, livestock or poultry of any kind may 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, are at all times kept properly leashed or under the control of their Owners and do not become a nuisance to the neighborhood. All pet owners are responsible for policing any litter left by the pet. No Lot Owner or person may feed wild, stray or feral animals that may venture into the neighborhood from time to time.

Section 9. Satellite Dishes and Antennas. The Federal Communications Commission ("FCC") adopted a rule effective October 14, 1996, preempting certain

association restrictions on satellite dishes that are one meter (39.37 inches) or less in diameter. This type of satellite dish cannot be prohibited, but reasonable restrictions on location and installation requirements are permitted as long as these restrictions do not cause unreasonable expense or delay. Therefore, satellite dishes that are one meter or less in diameter may be installed in accordance with the following restrictions:

- (a) Placement must be in the backyard, below the fence level, if reception is available at that location. If not, then placement should be on the back or side of the house below the roof line, if reception is available at that location. If not, then placement can be above the roof line or in the front of the house. Any front-of-house or front yard installation must be screened from view.
- (b) Residents are encouraged to get Architectural Committee approval before any installation, but in order to avoid undue delay, residents may notify the Architectural Committee within ten (10) days after an installation. If it is found that an installation did not follow the placement priority listed herein, then the satellite dish may have to be relocated and reinstalled.
- (c) The placement or installation of a satellite dish larger than one meter in diameter requires that the highest point of the dish's structure does not extend above the top of the fence on the Lot on which the satellite dish is installed and the structure is not visible from ground level at any point outside of the Lot. Outdoor television antennas may not be erected on any Lot or dwelling.

Section 10. Window Coverings. All drapes, curtains or other similar materials hung at windows, or hung in any manner as to be visible from the outside of any building erected upon any Lot, must be of a white or neutral background material. Blankets, sheets and towels are not appropriate.


Section 11. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot for the purpose of illumination must be clear, white or non-frost lights or bulbs.

Section 12. Parking. Off-street parking for not less than four (4) passenger automobiles has been provided by two-car garages and two-car wide driveways on each Lot. On-street parking should be limited to short periods of time for guests and service vehicles. Any longer term on-street parking may be a safety hazard or may be a nuisance to neighbors and therefore is considered an exception which requires written approval of the Board. In no event may any Lot Owner or guest of any Lot Owner park in any lawn or grassy area without prior written approval of the Board.

Section 13. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Lot or the Common Areas without the written consent of the Board, excepting one (1) professionally-made sign not more than twenty-four inches (24") square, advertising an Owner's Lot for sale or rent, or one (1) professionally-made sign or insignia, of not more than one (1) square foot aggregate surface advising that the dwelling on a Lot is protected by a security system.

Section 14. Common Areas. No person may undertake, cause, or allow alterations or construction in or upon any portion of the Common Areas except at the direction of or with the express written consent of the Association. The water retention pond area is reserved for the use of Lot Owners. The Board will maintain "No Trespassing" signs in the pond area. Vehicular parking is prohibited on or in any Common Areas, and any damage to grass or sprinkler systems on the Common Areas thereby caused is the responsibility of the vehicle owner. Furthermore, the repair of any damage caused to any Common Area by any Lot Owner, or any relative or guest of any Lot Owner, remains the sole responsibility of the Lot Owner. Any such Lot Owner shall indemnify and hold harmless the Association for any costs incurred by the Association in repairing such damage to Common Areas.

Section 15. Subdividing. No Lot may be subdivided, or its boundary lines changed, except with the prior written consent of the Board of Directors of the Association.

 *Section 16.* Trash/Garbage Cans. Garbage and trash must be kept in containers provided by the collection company and screened from public view. Trash, garbage, debris, rubbish, and junk may not be permitted to collect or remain on any Lot. Trash/garbage cans should be returned to the "screened from public view" location as soon as is practical after trash pick-up, but in no event later than 8:00 a.m. the following morning.

ARTICLE VII

General Provisions:

Section 1. Lots Subject to Declaration. All present and future Owners, tenants and occupants of Lots and their guests or invitees, will be subject to and shall comply with the provisions of this Declaration, as the same may be amended from time to time. The acceptance of a deed of conveyance or the entering into a lease or the entering into occupancy of any Lot will constitute an agreement that the provisions of the Declaration are accepted and ratified by an Owner, tenant or occupant. The covenants and restrictions of this

Declaration will inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, its respective legal representatives, heirs, successors and assigns, and will run with and bind the land and 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, for a term of twenty (20) years from the date this Declaration is recorded, after which time they will be automatically extended for successive periods of ten (10) years.

Section 2. Interpretation. In the event of a conflict between this Declaration and the Bylaws of the Association, this Declaration prevails except to the extent it is inconsistent with applicable law.

Section 3. Procedures for Fines and Suspension of Privileges/Services. A hearing must be held before an adjudicatory panel appointed by the Board of Directors to determine if any Lot Owner should be fined or if Association privileges or services should be suspended pursuant to this Declaration. If the Board of Directors fails to appoint an adjudicatory panel, then hearings under this Section must be held before the Board of Directors. The Lot Owner charged must be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, then a fine not exceeding one hundred fifty and no/100 dollars (\$150.00) may be imposed for the violation and without further hearing, for each day after the decision that the violation continues to occur. Such fines will be Assessments secured by liens under North Carolina General Statutes §47F-3-116. If it is decided that a suspension of Association privileges or services should be imposed, then the suspension may be continued without further hearing until the violation or delinquency is cured.

Section 4. Enforcement. The Association retains 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 to enforce any covenant or restriction herein contained will in no event be deemed a waiver of the right to do so thereafter. The Board of Directors retains the right and obligation to establish fines for the violation of the restrictions, conditions, and covenants herein contained. Reasonable attorney fees may be awarded to the prevailing party in any action to enforce the provisions of this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, or any Rules and Regulations adopted by the Association.

Section 5. Enforcement of Stormwater Runoff Regulations. No more than three thousand eight hundred (3,800) square feet of any Lot may be covered by structures and/or paved or impervious surfaces, including walkways or patios

of brick, stone or slate or similar materials. All Lots must be graded such that sixty-seven percent (67%) of the Lot area drains to the abutting street. These covenants are intended to ensure continued compliance with stormwater runoff rules adopted by the State of North Carolina and, therefore, this provision may be enforced by the State of North Carolina.

Section 6. Severability. Invalidation of any one of these covenants or of the restrictions by judgment or court order will in no way affect any other provisions, which will remain in full force and effect.

Section 7. Amendment of Declaration. Except as provided elsewhere herein, the covenants and restrictions of this Declaration may be amended only by an instrument duly recorded in the New Hanover County Registry, executed by the duly authorized officers of the Association upon the vote of not less than sixty-seven percent (67%) of the Lot Owners; provided that no amendment will alter any obligation to pay *ad valorem* taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed in its corporate name and by its duly authorized officers this 29 day of April, 2003.

VINEYARD GREEN HOMEOWNERS' ASSOCIATION, INC.



By: Mary G. Sutton President
Name Title

ATTEST:

[Signature]
Name Title

[ACKNOWLEDGMENT FOLLOWS]

STATE OF NORTH CAROLINA)
)
COUNTY OF BRUNSWICK)

I, Alice J. Ogletree, a Notary Public in and for the County and State aforesaid, do hereby certify that Jack Baily personally appeared before me this day and acknowledged that s/he is the --- Secretary of VINEYARD GREEN HOMEOWNERS' ASSOCIATION, INC., a North Carolina nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name and by its President, sealed with its corporate seal, and attested by Jim as its --- Secretary.

WITNESS my hand and notarial stamp or seal this the 29th day of April, 2003.



Alice J. Ogletree
Notary Public

My Commission Expires:

Oct. 18, 2004