

MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRICK LANDING PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA

Carver, Williams, Tomblin and Madison, Inc., a North Carolina corporation, herein called the Declarant, is the fee simple owner of certain real property located in Shallotte Township, Brunswick County, North Carolina, being the same property more particularly described in exhibit A attached hereto, and desires to create a residential community consisting of single-family residential dwellings and other types of residential facilities to be known as Brick Landing Plantation, and further desires that certain portions of the above-described property be used, developed and maintained and managed for the benefit and welfare of the Brick Landing Plantation development.

WITNESSETH:

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities, the desirability and attractiveness of the real property in Brick Landing Plantation and for the continued maintenance and operation of the private streets in the community and such recreational facilities and common areas as may be provided; and the Declarant has deemed it desirable for the preservation of values and the maintenance and operation of the recreational facilities and common areas that certain covenants, conditions, easements, assessments, liens and restrictions governing the use and occupancy of Brick Landing Plantation be established and declared to be covenants running with the land, and that an agency be created to which will be delegated the powers and duties of maintaining the streets, recreational facilities and common areas, enforcing the covenants and restrictions, and collecting and disbursing assessments;

WHEREAS, it is the intention of the Declarant that Brick Landing Plantation be composed of several different "residential areas and land usages, but that certain, restrictions, conditions, and covenants be common to and appurtenant to, and applicable to all property in Brick Landing Plantation, that all property owners in Brick Landing Plantation have the right to use and enjoy certain areas and amenities, as herein provided, and that an agency be created for the administration and enforcement of said restrictions, conditions and covenants which apply and are appurtenant to all the property in Brick . Landing Plantation;

WHEREAS, to insure the orderly development of Brick Landing Plantation, Declarant desires to set forth certain provisions in a master declaration, all or any portion of which provisions may be made applicable to the aforesaid properties and to such other properties adjacent or contiguous thereto or in the general vicinity thereof as now or hereafter may be owned by Declarant and which Declarant may choose to subject to the provisions of such master declaration;

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits to accrue to Declarant and any purchasers of said property by the subjecting of such properties as Declarant shall subject to the provisions hereof, any such property so subjected to the provisions of this Master Declaration shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to such of the following restrictions as such property may be subjected to by an instrument in writing executed by Declarant and duly recorded in the office of the register of Deeds of Brunswick County, North Carolina, all of which provisions are declared and agreed to be in furtherance of the general plan of Brick Lancing Plantation, and all of which provisions shall be deemed to be restrictions running with the land and binding on purchasers, their heirs, successors and assigns; provided, however, that until such time as Declarant shall subject such properties to the provisions hereof in the manner above provided, such properties shall be held by Declarant, its successors and assigns, free from the provisions hereof; and

WHEREAS, for each property subjected to the provisions of this Master Declaration, the provisions to which such property is subjected shall be applicable to each, subdivided lot therein, each unit in a tract of land submitted to the provisions of the Unit Ownership Act (Chapter 47A of the North Carolina General Statutes) or to any similar act providing for condominium or unit ownership of property, and to such other divisions of land or interests therein, including interval ownership interests, as Declarant shall specify, and the terms "property" and "properties" as used herein shall be deemed to include all such interests.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that the property that hereafter may by subsequent documents executed and properly recorded in the office of the Brunswick County Register of Deeds, be made subject to this Master Declaration of Covenants, Conditions and Restrictions are and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, said Restrictions to be construed as covenants running with the Land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified. Every party hereafter acquiring any lot, or portion thereof, in the above-described properties, by acceptance of a deed convening title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed or contract subject to each and all of the covenants, restrictions and agreements contained within this Master Declaration, as well as any additions or amendments hereto, and also subject to the jurisdiction, rights and powers of the Declarant, the Master Association, as hereinafter specified, and their successors and assigns. Each grantee of any lot subject to this Master Declaration by accepting the deed or contract thereto, shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, the Master Association, and with grantees and subsequent owners of the property within Brick Landing Plantation, to keep, observe, comply with and perform the provisions of this Master Declaration.

DEFINITIONS

"Declarant" or "the Declarant" shall refer to Carver, Williams, Tomblin and Madison, Inc. or its agents, successors and assigns.

"Lot" or "residential lot" shall mean, a parcel of subdivided and platted land in Brick Landing Plantation, or a unit in a tract of land submitted to the provisions of the Unit Ownership Act, or any similar act providing for condominium or unit ownership, and which has been subjected to the provisions of these restrictions and covenants and is shown upon a referenced recorded plat or plan.

"Master Association" shall refer to Brick Lancing Plantation Community Master Association, Inc., its successors and assigns;

The Master Declaration of Covenants, Conditions, and Restrictions will be referred to as the Master Declaration, and will be recorded in the Office of the Register of Deeds of Brunswick County, North Carolina, and may be incorporated by reference in deeds to residential property issued by the Declarant by reference to the Book and Page of recording in the Registry.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, unit or parcel which is part of Brick Landing Plantation, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

"Common Area" shall mean and refer to all areas within a platted area or sub-division of Brick Landing Plantation not included within a residential lot or dwelling unit, and which is subject to the use and enjoyment by all owners of properties in Brick Landing Plantation, and which areas are conveyed by the Declarant to the Association. Upon said conveyance from the Declarant to the Association every owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the provisions of this Master Declaration, or the Articles of Incorporation or Bylaws of the Master Association.

PART I

COVENANTS , RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL RESIDENTIAL AREAS

1. In order to prevent duplication of buildings and insure proper design and location of improvements no building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plat plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by Declarant. Refusal of approval of plans, location or specifications may be based by the Declarant upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made

without like approval by the Declarant. One (1) copy of all plans and related data shall be furnished the Declarant for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Declarant of written demand for approval, the provisions of this paragraph shall be thereby waived. The right of approval reserved to the Declarant herein may be assigned to the Association, in the sole discretion of the Declarant.

2. Construction of new buildings only with new materials shall be permitted, it being an intent of this covenant to prohibit the moving onto a lot of any existing building or other structure and remodeling or converting same into a dwelling unit or other enclosed building.

3. In order to protect the natural beauty of the land throughout Brick Landing Plantation, written approval of the Declarant is hereby required for the removal, reduction, cutting down, excavation or lowering of trees as specified in paragraph 16 of this Part I. Written approval will be granted for the required cutting in plans and specifications approved pursuant to the provisions of paragraph 1 and 16 of this Part 1.

4. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects an privacy, view of the water and surrounding areas, preservation of important trees, etc., no specific setback lines are established by these covenants, except as may be set out an any recorded plats of any areas in the development. In order to assure, however, that location of houses will be arranged where practical and appropriate so that the maximum amount of view and tree preservation will be considered for each house; that the structures will be located with regard to the ecological constraints and topography of each individual lot, the location of large trees and similar considerations, the Declarant or its assignee reserves unto itself, its successors and assigns, the right to control absolutely the precise site and location of any house or dwelling or other structure upon all lots, including its relationship to streets, the height of all buildings, setting of all buildings, and their location one to another. Provided, however, that no structure shall be located in violation of any set back lines which may appear on any recorded plats, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site and location of buildings and driveways, etc., and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, or subsequent agreement, the Declarant shall approve automatically such location for a residence. Declarant shall distribute to each lot owner a list of suggested building standards which will be intended as a guideline for compliance with the Declaration.

5. The exterior and interior of all houses and other structures and landscaping must be completed within nine (9) months after the construction of same shall be commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

6. All property subject to this Declaration shall be used for residential purposes exclusively.

7. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such property which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

No noxious or offensive activity shall be carried on, in or upon any property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. No animals shall be kept, maintained or quartered in or on any property except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. Pets shall at all times be kept properly fenced or on a leash when outside of a dwelling.

9. In order to implement effective insect, reptile and woods fire control, the Declarant reserves the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Declarant for such plan) , such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Brick Landing Plantation. The cost of this vegetation control shall be paid by the owner of the property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Declarant may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant or Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

10. In the event the owner desire to sell any property within Brick Landing Plantation together with its improvements, if any, then said property shall be offered for sale to the Declarant at the same price at which the highest bona fide offer has been made for the property, and the said Declarant shall have fifteen (15) days within which to exercise its option to purchase said property at this price; and should the Declarant fail or refuse, within fifteen (15) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Declarant.

In the event that an owner desires to sell his property pursuant to the terms of this paragraph, but no bona fide offer for the property having been made, the parties, may establish the price at which the property is to be offered to the Declarant by means of appraisals of the property. The Owner and the Declarant shall each appoint an appraiser and the two appraisers shall appoint a third appraiser. The decision of the three appraisers shall establish the bona fide offer at which price the property shall be offered to the Declarant, as set out herein.

11. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any property except with the written permission of the Declarant or except as may be required by legal proceedings except that a builder may during the initial construction and sales period utilize one (1) professional sign of not more than four (4) square

feet in size on each separate property offering the property for sale. Signs shall be in excellent condition when placed on a property and thereafter maintained in the same condition or replaced. Declarant may erect signs, either permanent or temporary, for the Brick Landing Plantation area or any area or portion thereof for identification, sales information or other purposes. The size, location, graphic design, message, construction materials, and condition of any sign placed in Brick Landing Plantation shall be subject to approval by the Declarant, either before or after having been placed, and the Declarant shall have the power to disapprove the display of any sign because of its failure to conform with these restrictions or standards otherwise established by the Declarant, in which event the builder or owner responsible for such sign shall have the option of permanently removing the offending sign, or replacing it with a sign satisfactory to the Declarant. Any person or entity having ownership or control of a sign in place shall be responsible for maintaining said sign in good physical condition. Failure to properly maintain a sign to standards established by the Declarant shall be sufficient reason for the Declarant to require permanent removal or replacement of the offending sign. If any person or entity owning or controlling a particular sign is notified by the Declarant that the sign does not conform with the requirements of this Declaration and the sign is not repaired, replaced, or otherwise brought to a level of quality deemed appropriate by the Declarant within ten (10) days after and including the date such notification is issued by the Declarant, the Declarant or its designated representative may, but shall not be obligated to, enter the property and permanently remove the offending sign without incurring any cost or other liability.

12. The Declarant reserves unto itself a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electric and telephone poles, 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 convenience or utilities, on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Declarant may cut drainways for surface water wherever and whenever such action may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety, and appearance. In the event of the subdivision or combination of one or more lots, the easements created hereby shall exist on the resulting lot(s) and may terminate and become void on the lots sub divided or combined. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings 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.

13. No structure of a temporary character shall be placed upon any property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the property after completion of construction.

14. No fuel tanks or similar storage receptacle maybe exposed to view.

15. No private water wells may be drilled or maintained on any property without the written consent of the Declarant.

16. No trees measuring three (3) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Declarant.

17. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself the right to replat any lot or lots shown on the plat, of any area of Brick Landing Plantation, in order to create a modified building lot or lots, and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights-of-way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records.

18. The Declarant expressly reserves to itself, notwithstanding any other provisions in this Declaration, the right to build any bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks or lagoons in Brick Landing Plantation. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Declarant to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation of the Declarant.

19. The location, design, type of construction and color of freestanding mailboxes shall conform with standards established by the Declarant. No mailbox shall be fabricated, placed, or altered in any way without prior written approval from the Declarant.

20. The property within Brick Landing Plantation is hereby declared to be a bird sanctuary and any hunting of any wild birds is prohibited.

21. No exposed clothes lines of any type shall be installed without express written permission of the Declarant.

22. The Declarant shall have the exclusive right to provide one or more central television antennas for the convenience of the members and the cost of these may be included in annual or special assessments. The Declarant may regulate or prohibit the erection of television antennas within Brick Landing Plantation. Declarant may convey this right in the future to any public or private body, including the Association.

PART II

SPECIAL RESTRICTIONS AFFECTING ALL WATERFRONT AND WOODLAND AREAS

1. In order to preserve the natural appearance and scenic beauty of Brick Landing Plantation and to provide a "cover" for animals which habitually move along the marsh edges, there is

hereby, established a construction and clearing restricted zone on all property fronting on marshlands. That portion of any marshland property located within eighty (80) feet of the average high water mark shall be preserved substantially in its present natural state except for moderate clearing for view and breeze. Construction of improvements and major clearing of trees and underbrush is hereby restricted except that as may be required for said golf course construction.

PART III

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Declarant to maintain and enhance (or to convey, subject to these restrictions, to an Association) certain areas which the Declarant has specifically designated as "Open Space Areas", on plats hereafter filed for record in the Office of the Register of Deeds of Brunswick County, North Carolina by the Declarant. It is the further intent and purpose of these restrictions to protect the marshes to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wetlands, tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring residential areas adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreational opportunities, to preserve historical sites and implement generally the Brick Landing Plantation master plan for development.
2. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.
3. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Declarant and to the Association to make access trails or paths or boardwalks through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area and use and enjoyment thereof.
4. The Declarant and the Association shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants, and shrubs where and to the extent necessary. The right is likewise reserved to the Declarant and to the Association to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Open Space Areas, to cut fire breaks, remove diseased, dead, or dangerous trees and carry out other similar activities.
5. The Declarant reserves unto itself the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, 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 in said Open Space Areas. These, reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, make

any gradings of the soil, or 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 Declarant further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

6. No trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

7. The provisions of this Part in no way grant to the public or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Declarant.

8. The Declarant expressly reserves to itself every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

9. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Declarant, that the Declarant is not bound to make any of the improvements noted herein, or extend to any lot owner any service of any kind, except as such may be undertaken at the expense of the Association.

PART IV

SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

1. "Golf Fairway Residential Lot" is defined as any of those residential lots of land located adjacent to any golf course located in Brick Lancing Plantation.

2. That portion of any Golf Fairway Residential lot or block within fifty (50) feet of the lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the Declarant. All individual lot or block landscaping plans must be approved by Declarant before implementation.

3. There is reserved to the Declarant a "Golf Course Maintenance Easement Area" on each lot adjacent to any golf course located in Brick Landing Plantation. This reserved easement shall permit the Declarant, at its election, to go onto any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and Landscaping may include regular removal of underbrush, trees less than three (3) inches in diameter, measured 2' above ground, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Golf Course Maintenance Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the golf course, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot provided however, that the above-described maintenance and landscaping rights shall apply to the entire lot until there has been

filed with the Declarant a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

4. Until such time as a residence is constructed on a lot, the Declarant reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on a Golf Fairway Lot, "Out of Bounds" markers may be placed on said lot at the expense of the Declarant.

5. Owners of Golf Fairway Lots shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area.

6. No lot adjoining the golf course property shall have a fence or other obstruction situated in the area of the Golf Course Maintenance Easement Area, unless approved in writing by the Declarant.

PART V

ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Declarant for a period of twenty-five (25) years from the execution date of this Declaration except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants has been recorded agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owner of lots in the neighborhood or subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any

event. In addition, to the foregoing, the Declarant and/or the Association shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. The Declarant reserves in each instance the right to add additional restrictive covenants or to limit therein the application of these covenants, provided that no limitations shall be made applicable only to a portion of the lots in a platted subdivision. Any restrictive covenants in addition to this Master Declaration shall be applicable only as to subdivisions in which no parcels have been previously conveyed.

4. The Declarant reserves the right, to assign, to the Association all its rights and privileges reserved in these covenants, including, but not limited to, the right to approve (or disapprove) improvements proposed in Brick Landing Plantation and nearby areas, as specified in Part I hereinbefore.

5. The Declarant reserves the absolute right, exercisable in its sole discretion from time to time, to add other property to the terms of these restrictions. Such additions shall be made in order to extend the scheme of these restrictions to other real property to be developed as part of Brick Landing Plantation and to bring such additional property within the jurisdiction of the Association, thereby subjecting such additions to assessment for their fair share of the Association's expenses. Such additions shall be made by filing of record one or more plats indicating those lots or units or parcels to be included and the filing of a Supplemental Declaration of Covenants and Restrictions which shall identify the lots, units or parcels to be included and shall incorporate these Restrictions by reference.

PART VI

BRICK LANDING PLANTATION MASTER COMMUNITY ASSOCIATION

The purposes for which the Brick Landing Plantation Master Community Association, Inc. will be organized are:

a. To own, manage, maintain, and operate the roads, water and sewage treatment facilities, and such other amenities as may be conveyed to the Association for the benefit of

owners of property included within the property described in Exhibit A of the Master Declaration of Covenants Conditions and Restrictions of Brick Landing Plantation.

b. To advance and promote civic and community development in the area of Brick Landing Plantation in whatever way possible.

c. Generally to engage in any other lawful enterprise or activity and to do and perform all acts and things that may be deemed necessary or expedient for the proper and successful prosecution of the objects and purposes for which the corporation is organized.

d. To engage in any lawful act or activity for which corporations may be organized under Chapter 55A of the General Statutes of North Carolina.

ORGANIZATION AND POWERS

The Brick Landing Plantation Master Community Association, Inc. shall be organized, managed, and administered in accordance with the Articles of Incorporation, the Bylaws, and any other rules, regulations, and resolutions adopted by said Association. Said Association shall have all the powers, authorities, rights, and obligations set out in said documents, with respect to, among other things and not limited to, acquisition, and administration of property by the Association, assessments of members, and any other matter necessary to carry out the purposes of the corporation.

Each property owner's association, other than the Master Association, representing the owners of lots or property subjected to the provisions of this Master Declaration, shall be a member of the Master Association and shall be subject to such assessments as may be levied from time to time by the Master Association in accordance with its Articles and Bylaws.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

**BRICK LANDING PLANTATION
MASTER COMMUNITY ASSOCIATION, INC.**

A NON-PROFIT CORPORATION

We, the undersigned natural persons of the age of eighteen years or more, do hereby associate ourselves into a non-profit corporation under the laws of the State of Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act," and the several amendments thereto, and to that end do hereby set forth:

I. NAME

The name of the corporation is Brick Landing Plantation Master Community Association, Inc..

II. DURATION

The period of duration of the corporation shall be perpetual.

III. PURPOSES

The purposes for which the corporation is organized are:

a. To own, manage, maintain and operate the roads and such other amenities as may be conveyed to the Corporation for the benefit of owners of property included within the property described in the Master Declaration, of Covenants, Conditions, and Restrictions For Brick Landing Plantation, recorded in the office of the Register of Deeds of Brunswick County and other property which may be made subjected to said Master Declaration.

b. To advance and promote civic and community development in the area of Brick Landing Plantation in whatever way possible.

c. Generally to engage in any other lawful enterprise or activity and to do and perform all acts and things that may be deemed necessary or expedient for the proper and successful prosecution of the objects and purposes for which the corporation is organized.

d. To engage in any lawful act or activity for which corporations may be organized under Chapter 55A of the General Statutes of North Carolina.

IV. ORGANIZATION AND OPERATION

In exercising its powers, the Corporation shall insure the equal right of all Member Associations and the owners of property represented by such Member Associations to the use of all amenities and property of the Corporation and shall levy dues and assessments against, each Member Association in proportion to the number of residential lots or condominium units represented by each such Member Association, the dues and assessments to be levied against a particular Member Association being equal to a fractional share of the total dues and/or assessments levied, the numerator of which is the number of residential lots or condominium units represented by such Member Association and the denominator of which is the number of residential lots or condominium units represented by all Member Associations.

The Corporation shall have one class of membership which shall consist of all associations representing owners of property included within the property described in Section III above. Members are referred to herein as Member Associations. Member Associations shall have the power of appointment of one director each to the Board of Directors of the Corporation. The following actions by the Corporation shall require the prior approval of seventy-five percent (75%) or more of all Member Associations with the vote for or against approval being cast by the Director approved by the Member Association.

- (a) amendment of the Articles of Incorporation;
- (b) amendment or repeal of the Bylaws;
- (c) merger or consolidation with any other corporation or entity;
- (d) voluntary dissolution of the Corporation;
- (e) sale, lease, exchange, mortgage, pledge or other disposition of any real property or capital asset of the Corporation;
- (f) construction of any capital improvement on any real property of the Corporation; and.
- (g) special assessments for capital improvements or repairs.

The following actions by the Corporation shall require the prior unanimous approval of all Member Associations with the vote for or against being cast by the Director appointed by the Member Association:

(a) Recording of a Claim of Lien on any lot which is subject to the Master Declaration of Covenants, Conditions and Restrictions for Brick Landing Plantation in an amount in excess of \$5,000.00, individually or collectively, for fines, interest on unpaid fines, or attorney fees incurred in connection with fines. This limitation does not apply to assessments for common expenses.

(b) Enacting amendments to the Declaration of Covenants, Conditions and Restrictions for Brick Landing Plantation, to the By-laws of the Corporation or to these Articles; or adopting Rules, Regulations or Policies for the Association any of which amendments or adoptions are contrary to the provisions of G.S.47F-3-115 in effect on July 1, 2008. For purposes of this subparagraph (b) the entire Brick Landing drainage system and all community roads within the Member Associations with the exception of driveways and/or parking spaces assigned to a specific residential unit, are considered a benefit to all residential units and lots that are part of Brick Landing.

(c) Amending this 3rd paragraph of Article IV and any of these subparagraphs of the 3rd paragraph of these Articles.

Brick Landing Plantation Master Community Association

POLICIES & PROCEDURES (Rules, Regulations, Resolutions)

PREFACE

The Rules & Regulations of Brick Landing Plantation are intended to provide the community with a neighborhood experience that is safe, peaceful and predictable.

The foundation for these Rules & Regulations and the authority for enforcement is contained in the Master Declaration of Covenants, Conditions and Restrictions for Brick Landing Plantation Master Community Association, Inc., the Articles of Incorporation, and the Bylaws. These limitations, restrictions, covenants and conditions are binding on all parties having acquired any right, title or interest in property within Brick Landing Plantation. Observing the provisions of these documents is the responsibility of every property owner, the owner's guests, invitees, or tenants.

All Brick Landing Plantation Master Association documents are available on the Brick Landing website, www.bricklanding.com. Sub-association documents may contain additional restrictions or regulations and may be obtained from your association president. Master Association regulations control, where applicable, over sub-association rules.

RESIDENTIAL PROPERTY DIRECTIVES

A. ARCHITECTURAL GUIDELINES

- a.** All policies and procedures pertaining to construction of new residential dwelling units or renovation of existing buildings are contained in the BLP Architectural Guidelines.

B. PROPERTY USE

- a.** All property within BLP shall be used for residential purposes exclusively.
- b.** No trade, craft, transient hotel business, boarding house, B&B, commercial or manufacturing enterprises of any kind, shall be conducted or carried on upon any residential lot or within any building within a residential lot.
- c.** A home office or business that does not involve visitation of the residence by clients, employees, agents, customers, suppliers, or other business invitees, or door-to-door solicitation of other residents of BLP is permitted.

C. RESTRICTED ACTIVITIES

- a. Activities which materially disturb or destroy the vegetation, wildlife, water, or air quality within BLP.
- b. Garage or yard sales are not allowed unless conducted by a Brick Landing Plantation community organization.
- c. Prior notification is required by Brick Landing Security when scheduling an Open House and prospective buyers must be accompanied by a licensed realtor or by the property owner.
- d. For the safety and peaceful enjoyment of the community the open display of side arms nor the discharge of hand guns, rifles, BB guns, paint ball guns, air rifles, pellet guns or use of bow and arrows or crossbows shall not be permitted in common areas or recreational facilities.
- e. Community safety concerns disallow the open burning of yard debris, trash, garbage, household refuse or construction debris.

D. PROPERTY MAINTENANCE

- a. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such property which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.
- b. Removal of trees requires the authorization of the ARC.
- c. Exterior motion detector lighting should not disturb residences on either side.
- d. Structural and property damage debris shall be removed from the property as soon as possible but not later than 30 days unless restrained by pending insurance claims.
- e. Driveways and mail boxes shall be properly maintained.
- f. Trash, recycle and yard waste bins are to be taken in after pick-up and stored inconspicuously on owner's property.

E. SIGNS & FLAGS

- a. In accordance with Chapter 47F of the NC Planned Community Act **THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS.**
- b. No commercial signs of any kind are permitted within the BLP community.
- c. Builder signs are permitted only in accordance with specifications outlined in the BLP Architectural Guidelines and Declaration of Covenants, Conditions and Restrictions.

F. PROPERTY RESTRICTIONS

- a. Part I, Par. 7 of the Brick Landing Plantation Covenants, Conditions and Restrictions, "No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant (Master Association)."
- b. Structures such as storage sheds shall be permitted unless prohibited by individual sub- associations. Such structures, if permitted, require review and approval by the ARC.

G. PETS

- a. Dogs must be properly leashed when off the property of the owner. Brunswick County Leash Law shall be observed. Individual sub-association documents may also contain restrictions on animals.

- b. In accordance with Brunswick County Noise Ordinance, barking that is plainly audible across property lines for more than five (5) continuous minutes may be considered a disturbance to the neighborhood.
- c. Pet fecal matter is to be picked up and properly disposed of.
- d. Outdoor dog runs/pens shall not be visible from the road and shall be kept clean and free of offensive odors.
- e. No housing of dangerous exotic or poisonous creatures shall be permitted nor shall any animal be kept, bred or maintained in BLP for commercial purposes.
- f. Pet owners shall be liable to the MA for the cost of repairing any damage to common property caused by the pet.

H. NUISANCES

Outdoor activities between 11:00 PM and 7:00 AM shall comply with the Brunswick County Noise Ordinance. A copy of same is available on the Brunswick County website.

I. MOTORIZED VEHICLES, PARKING & STREETS

- a. Any person operating a motor vehicle, including golf carts, within the BLP community will be doing so at their own risk. Golf cart drivers under the age of 16 must be accompanied by a responsible adult over the age of 21.
- b. Junked, wrecked, or stripped vehicles, boats, trailers, over-sized vehicles, motor homes, RV's, or pleasure craft equipment shall not be stored or parked on common property, in the right-of-ways, or in driveways or visible from the street for more than a reasonable length of time necessary for unloading and maintenance.
- c. For safety and security purposes unauthorized overnight parking on streets is not permitted. Notify BLP Security Guards when an extenuating circumstance arises requiring overnight parking.
- d. Posted speed limits must be observed.
- e. Parking at pool and tennis court complex is permitted with a valid parking permit issued by Brick Landing Security.
- f. No dirt bikes, go-carts or similar vehicles may be operated within the BLP community.
- g. Overnight parking in driveways or on common property of any non-passenger type vehicle, or vehicles with dual rear wheels, or vehicles with visible equipment, supplies, tools, or ladders, or any vehicle with a commercial body such as: utility, dump, stake, van box, delivery, flatbed, tank, etc., or any vehicle deemed to be a nuisance, safety hazard or incompatible with the residential character of the community shall not be permitted.

J. RECREATIONAL FACILITIES

- a. Use of all BLP recreational facilities is reserved for property owners only, their guests, invitees, and allowable renters.
- b. All posted pool and spa regulations shall be strictly observed.
- c. Misuse or damage of recreational facilities or equipment may result in punitive action by the Master Association. Property owners shall be responsible for damages caused by their children, invitees, or guests.
- d. The pool pavilion may be reserved by an owner for private functions. The pool, however, will not be closed to BLP residents. A deposit and completed reservation form must be submitted to Recreation Committee Chairperson to guarantee a specific date.
- e. Proper equipment shall be used on the tennis courts and players shall observe posted rules.

K. SECURITY

Limitations:

- a. The Master Association, its agents, including but not limited to, any management company of the Association, nor any successor Declarant shall in any way be considered insurers or guarantors of safety within BLP. The Master Association, its agents, including but not limited to any management company of the Master Association, nor any successor Declarant, shall be held liable for any loss or damage for failure to provide adequate safety or ineffectiveness of safety measures undertaken.
- b. The Master Association, its Board of Directors, and Association committees, its agents and the management company of the Association, and any successor Declarant do not represent or warrant that any entry gate, patrolling of the property, neighborhood watch group or volunteer safety patrol, or any safety system that may be designated by or installed according to guidelines established by the Master Association may not be compromised or circumvented; nor that any entry gate, patrolling of the property, neighborhood watch group or volunteer safety patrol, or any security system will prevent loss by burglary, theft, hold-up, or otherwise; nor that any entry gate, patrolling of the property, neighborhood watch group or volunteer safety patrol, or any security systems will in all cases provide the detection or protection for which the system is designed or intended.
- c. The Master Association, its Board and committees, its agents and the management company of the Association, or any successor Declarant are not insurers of safety within the property. Each owner shall be responsible for informing its tenants and all its occupants that the Master Association, its Board and Committees, are not guarantors of security or safety and that each person within BLP assumes all risks of personal injury and loss or damage to property including lots, improvements thereon, dwelling units, recreational amenities, and the contents thereof, resulting from acts of third parties.
- d. All owners and occupants, and all family members, tenants, guests, and invitees of any owner, assume all risks for loss or damage to persons, lots, dwelling units, recreational amenities, and the contents thereof. The Master Association, its Board and committees, its agents and the management company of the Association, or any successor Declarant, make no representations or warranties expressed or implied, relative to any entry gate, patrolling of the property, or any security systems recommended or installed or any safety measures undertaken with the property.

e. Guard Services & Responsibilities:

- Guests/visitors shall not be allowed entry to the community without prior notification from resident. Without prior notification guests/visitors shall be announced to resident for authorization to admit. Properly identified guests/visitors shall be issued visitor's pass.
- Door-to-door solicitors; non-resident joggers, bikers, skateboarders, or walkers; persons having no legitimate business in the community shall not be granted access.
- Guards shall issue remote access devices, pool access cards, wind shield stickers and collect payment for remote access devices and/or replacement access cards.
- Guards shall enforce protocol in place dealing with commercial vehicles.
- Guards shall conduct routine patrols of all BLP property, observe and report any irregularities or violations to Security Committee Chairperson, and local authorities or agencies if necessary, and keep a log of all activities.

L. RESOLUTION OF VIOLATIONS

- a. A claim or alleged report of a violation of Master Association covenants or rules received by the Master Association shall be referred to a three (3) person panel appointed by the President of the Master Association. The panel shall decide the validity of the claim and the Master Association's right to enforce.
- b. Should the panel determine the claim to be valid, an initial certified letter shall be sent by the Master Association informing the property owner of the nature of the violation, the provision in the Master Association documents that substantiates the offense and request that they correct the violation no later than ten (10) days following the date on the Master Association's letterhead.
- c. Failure to comply within the 10 day period the Master Association will follow-up with a second certified letter citing the nature of the violation, and a specific date by which to remedy the violation. The letter will explain the potential consequences of non-compliance, such as suspension of amenities, fines, or possible legal action. The letter will further explain their right to file a letter of appeal to the Master Association within ten days following the date on the letterhead.
- d. Upon receipt of a written appeal a hearing before the Master Association's Board of Directors will be scheduled. The results of the Board hearing will be final.
- e. In the absence of a written appeal filed within the specified time period, the Master Association will exercise its right to suspend privileges, impose fines, or take legal action.
- f. In accordance with the North Carolina Planned Community Act, G.S. 47F-3-107, if it is decided that a suspension of planned community privileges or services should be imposed the suspension may be continued without further hearing until the violation is cured.
- g. If it is decided that a fine should be imposed, G.S. 47F-3-107 allows a fine not to exceed one hundred dollars (\$100.00) to be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under Chapter 47F-3-116.
- h. Enforcement of fines at Brick Landing Plantation, in compliance with G.S. 47F-3-107, for violations shall be as follows: five (5) days following Master Association final decision, a fine of \$15.00 per day will be imposed without further hearing until violation is cured; in the case of recidivism where a violation is determined to be a repetitive act a fine of \$15.00 per incident will be imposed without further hearing.

M. SUSPENSION OF PRIVILEGES FOR NON-PAYMENT OF ASSESSMENTS

- a. If a sub-association desires to suspend privileges to Master Association facilities to one of its residents, the sub-association requesting the suspension shall provide the Master Association evidence that the lot or condominium unit owner is more than thirty (30) days delinquent in the payment of an assessment against the lot or condominium unit and has been notified of their delinquency and that their privileges may be suspended by the Master Association.
- b. Upon receipt of a request from a member association, the Master Association shall refer the matter to the Rules Enforcement Committee.
- c. The REC shall send a notice of a hearing to both the member association and the lot or condominium unit owner. The letter shall indicate the date, time, and place of the hearing.
- d. Any hearing shall not include a member of the Executive Board of the member association making the request.
- e. Following the hearing the lot or condominium owner may appeal any decision of the REC to the Master Association's Board of Directors within fifteen (15) days after the hearing.

- f. Suspension of privileges or services will remain in effect until the lot or condominium owner is current on all assessments.
- g. Failure of the delinquent owner to appear for the hearing shall not prevent the MA from taking action to limit privileges.

7/16/18

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

BOOK PAGE

0627 0371

Prepared by: Murchison, Taylor & Shell

FILED FOR REGISTRATION
BOOK 627 PAGE 371

NORTH CAROLINA
BRUNSWICK COUNTY

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR OAKBROOK AT
BRICK LANDING PLANTATION

ROBERT W. MURCHISON
REGISTER OF DEEDS
BRUNSWICK COUNTY, N.C.

Carver, Williams, Tomblin and Madison, Inc., a North Carolina corporation, herein called the Declarant, is the fee simple owner of certain real property located in Shallotte Township, Brunswick County, North Carolina as shown on a plat recorded in Book Q at Page 35 of the Brunswick County Register of Deeds, and desires to create a residential community consisting of single-family residential dwellings and other types of residential facilities to be known as Oakbrook at Brick Landing Plantation, and further desires that certain portions of the above-described property be used, developed and maintained and managed for the benefit and welfare of Oakbrook at Brick Landing Plantation (herein called "Oakbrook") and owners of property located therein.

The Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in Oakbrook and for the continued maintenance and operation of the private streets in the community and such recreational facilities and common areas as may be provided; and the Declarant has deemed it desirable for the efficient preservation of the values and the maintenance and operation of the recreational facilities and common areas that certain covenants, conditions, easements, assessments, liens and restrictions governing the use and occupancy of be established and declared to be covenants running with the land; and that an agency be created to which may be delegated the powers and duties of maintaining the streets, recreational facilities and common areas located within Oakbrook, enforcing the covenants and restrictions and collecting and disbursing assessments which apply to Oakbrook;

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the numbered lots and other property shown on the above referenced plat, or those lots and areas that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereafter called the "Restrictions") are and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, said Restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified. Every party hereafter acquiring any lot, or portion thereof, in the above-described properties, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed or contract subject to each and all of the

000030

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

BOOK _____ PAGE _____

0627 0372

covenants, restrictions and agreements contained within these Restrictions, as well as any additions or amendments hereto, and also subject to the jurisdiction, rights and powers of the Declarant, the Association, as hereinafter specified, and their successors and assigns. Each grantee or any lot subject to these Restrictions by accepting the deed or contract thereto, shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, the Association, and with grantees and subsequent owners of each of the lots within Oakbrook to keep, observe, comply with and perform said Restrictions and agreements.

DEFINITIONS

The term "Declarant" or "the Declarant" shall refer to Carver, Williams, Tomblin and Madison, Inc., its agents, successors and assigns.

The term "lot" or "residential lot" shall mean a parcel of subdivided and platted land in Oakbrook intended for residential use and which has been subjected to the provisions of these restrictions and covenants by reference in deeds to property issues by the Declarant and is shown upon a referenced plat of Oakbrook.

The term "Association" shall refer to Oakbrook At Brick Landing Plantation Community Association, Inc., its successors and assigns;

These Covenants and Restrictions below will be referred to as the Declaration, and will be recorded in the Office of the Register of Deeds of Brunswick County, North Carolina, and may be incorporated by reference in deeds to residential property issued by the Declarant by reference to the Book and Page of recording in the Registry.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, unit or parcel which is part of Oakbrook, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

"Limited Common Areas" shall be those areas designated as Limited Common Areas on any duly recorded map of Oakbrook, and conveyed by the Declarant to the Association, and which shall be limited in use to those owners of properties located in Oakbrook.

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

BOOK _____ PAGE _____

0627 0373

UNCERTIFIED

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

1. The Declarant hereby adopts by reference, as if fully set out herein, all provisions of the Master Declaration of Covenants, Conditions and Restrictions for Brick Landing Plantation, executed by the Declarant and recorded on the 13th day of November, 1984, in Book 587, page 611, in the Brunswick County Register of Deed's office.
2. No plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. Such minimum requirements are as follows:
 - (a) one story residence. . . . 1,300 sq. ft.
 - (b) two story residence. . . . 1,500 sq. ft.
(at least 1,100 square feet of heated area shall be on the main level)
 - (c) one and one-half story . . . 1,500 sq. ft.
(at least 1,100 square feet of heated area shall be on the main level)
 - (d) split-level residence. . . . 1,500 sq. ft.
(at least 1,100 square feet of heated area shall be on the main and upper level)

The term "enclosed dwelling area" as used in these minimum size requirements shall mean that total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and the like areas; provided further, that shed-type porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area". The term does include, however, screen porches if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

3. The total area of all driveways and parking areas shall be paved by plant mix concrete or asphalt and shall be located pursuant to the provisions of this Declaration. A minimum surface area of one hundred eighty (180) square feet shall be provided for each parking space within any garage or carport. Any garage or carport constructed shall be either directly attached to the main dwelling unit or connected to the main dwelling unit with a covered porch or passageway. All garages shall be enclosed with solid walls on three (3) sides and have a door which fully cover the open side.

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

BOOK _____ PAGE _____

0627 0374

4. All lots subject to this Declaration shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two (2) stories in height. Where the ground elevation on a lot has a variation within the lot of eight feet or more, automobile parking levels will not be considered in determining the two-story height limitation, if the dwelling is built into the sloping ground elevation.

5. Each lot owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Declarant. No house trailer, mobile home, or modular unit shall be placed on any lot either temporarily or permanently. Any camping trailer and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses or play houses shall be erected on any lot unless previously approved in writing by the Declarant.

6. Each lot owner shall provide a receptacle for garbage in a screened area not generally visible from the road or provide an underground garbage receptacle or similar facility in accordance with reasonable standards established by the Declarant.

7. Prior to the occupancy of a residence on any lot, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the Declarant.

PART II

OAKBROOK AT BRICK LANDING
PLANTATION COMMUNITY ASSOCIATION

1. The purposes for which the Association shall be organized shall be:

a. To administer the affairs of the Oakbrook At Brick Landing Plantation development in Brunswick County, North Carolina in accordance with the Declaration of Covenants, Conditions and Restrictions applicable thereto as and when recorded in the office of the Register of Deeds of Brunswick County.

b. To hold title to any limited common areas as described in the Declaration of Covenants, Conditions and Restrictions for Oakbrook, Brunswick County, which may be conveyed to the corporation at any time.

BOOK _____ PAGE _____

0627 0375

c. To represent the owners of lots located in Oakbrook in the Brick Landing Master Community Association, Inc.

d. To establish and collect assessments due and owing to the Brick Landing Master Community Association, Inc., to assess and collect assessments due the Association, and to improve and maintain any limited common areas within Oakbrook.

e. Generally, to engage in any other lawful enterprise or activity, and to do and perform all acts and things that may be deemed necessary or expedient for the proper and successful prosecution of the objects and purposes for which the corporation is organized.

MEMBERSHIP

1. The Declarant, for so long as it shall be an Owner, and every person or entity who is a record owner of a fee or undivided fee interest in any lot or non-residential property (hereinafter "Assessable Property") within Oakbrook.

PROPERTY RIGHTS

1. Every member shall have a right and easement of enjoyment in and to any Limited Common Area and such easement shall be appurtenant to and shall pass with the title to every parcel of Assessable Property, subject to each of the provisions of the Articles and By-laws of the Association.

2. In its sole discretion, the Declarant reserves the right to convey to the Association fee simple title to all or some portions of the area shown as road rights-of-way, and any other Limited Common Areas on the recorded maps, free and clear of all encumbrances and liens except utility, access, drainage and sedimentation easements and easements of governmental authorities. Similarly, Declarant reserves the right to convey to the Association additional Limited Common Areas which are portions of Oakbrook as those portions may be annexed in the future. Declarant reserves the right to determine whether such transfers shall be made, and, if so, when any such transfer shall be effective.

COVENANT FOR ASSESSMENTS

1. The Declarant, and every other owner of any assessable property, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

BOOK _____ PAGE _____

0627 0376

(a) Annual assessments or charges; and

(b) Special assessments for capital improvements, and any other assessments, as shall be fixed, established, and collected from time to time as provided herein and in the Articles and By-laws of the Association.

2. The annual and special assessments, together with such interest thereon and costs of collection thereof including reasonable attorney's fees, determined as provided herein and in the Articles and By-laws of the Association, shall be a charge on the land and shall be a continuing lien upon the lot and improvements against which each such assessment is made. Each such assessment, together with such interest and costs of collection including reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the lot at the time the assessment fell due. The personal obligation of an owner for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

This the 15th day of October, 1985.

DECLARANT

By: John J. Malina
Vice-President



Secretary

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

BOOK _____ PAGE _____

0627 0377

NORTH CAROLINA

Brunswick COUNTY

I, Elizabeth A. Clemmons, a Notary Public of the State and County aforesaid, certify that Charles L. Williams personally came before me this day and acknowledged that he is secretary of Carver, Williams, Tomblin & Madison, Inc a North Carolina corporation with its principal office in Brunswick County, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal, and attested by himself as its secretary.

WITNESS my hand and official seal this 15th day of October, 1985.



Elizabeth A. Clemmons (Makin)
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The foregoing certificate of ELIZABETH A. CLEMMONS, Notary Public, is certified to be correct.

This the 13th day of NOVEMBER, 1985, at 2:22 P.M.

Robert Q. Robinson

REGISTER OF DEEDS OF BRUNSWICK COUNTY

By: Earle M. Parker, Assistant
xmpgky

UNCERTIFIED

UNCERTIFIED

UNCERTIFIED

MASTER DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRICK LANDING PLANTATION
BRUNSWICK COUNTY, NORTH CAROLINA

Carver, Williams, Tomblin and Madison, Inc., a North Carolina corporation, herein called the Declarant, is the fee simple owner of certain real property located in Shallotte Township, Brunswick County, North Carolina, being the same property more particularly described in exhibit A attached hereto, and desires to create a residential community consisting of single-family residential dwellings and other types of residential facilities to be known as Brick Landing Plantation, and further desires that certain portions of the above-described property be used, developed and maintained and managed for the benefit and welfare of the Brick Landing Plantation development.

WITNESSETH:

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities, the desirability and attractiveness of the real property in Brick Landing Plantation and for the continued maintenance and operation of the private streets in the community and such recreational facilities and common areas as may be provided; and the Declarant has deemed it desirable for the preservation of values and the maintenance and operation of the recreational facilities and common areas that certain covenants, conditions, easements, assessments, liens and restrictions governing the use and occupancy of Brick Landing Plantation be established and declared to be covenants running with the land, and that an agency be created to which will be delegated the powers and duties of maintaining the streets, recreational facilities and common areas, enforcing the covenants and restrictions, and collecting and disbursing assessments;

WHEREAS, it is the intention of the Declarant that Brick Landing Plantation be composed of several different "residential areas and land usages, but that certain, restrictions, conditions, and covenants be common to and appurtenant to, and applicable to all property in Brick Landing Plantation, that all property owners in Brick Landing Plantation have the right to use and enjoy certain areas and amenities, as herein provided, and that an agency be created for the administration and enforcement of said restrictions, conditions and covenants which apply and are appurtenant to all the property in Brick . Landing Plantation;

WHEREAS, to insure the orderly development of Brick Landing Plantation, Declarant desires to set forth certain provisions in a master declaration, all or any portion of which provisions may be made applicable to the aforesaid properties and to such other properties adjacent or contiguous thereto or in the general vicinity thereof as now or hereafter may be owned by Declarant and which Declarant may choose to subject to the provisions of such master declaration;

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits to accrue to Declarant and any purchasers of said property by the subjecting of such properties as Declarant shall subject to the provisions hereof, any such property so subjected to the provisions of this Master Declaration shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to such of the following restrictions as such property may be subjected to by an instrument in writing executed by Declarant and duly recorded in the office of the register of Deeds of Brunswick County, North Carolina, all of which provisions are declared and agreed to be in furtherance of the general plan of Brick Lancing Plantation, and all of which provisions shall be deemed to be restrictions running with the land and binding on purchasers, their heirs, successors and assigns; provided, however, that until such time as Declarant shall subject such properties to the provisions hereof in the manner above provided, such properties shall be held by Declarant, its successors and assigns, free from the provisions hereof; and

WHEREAS, for each property subjected to the provisions of this Master Declaration, the provisions to which such property is subjected shall be applicable to each, subdivided lot therein, each unit in a tract of land submitted to the provisions of the Unit Ownership Act (Chapter 47A of the North Carolina General Statutes) or to any similar act providing for condominium or unit ownership of property, and to such other divisions of land or interests therein, including interval ownership interests, as Declarant shall specify, and the terms "property" and "properties" as used herein shall be deemed to include all such interests.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that the property that hereafter may by subsequent documents executed and properly recorded in the office of the Brunswick County Register of Deeds, be made subject to this Master Declaration of Covenants, Conditions and Restrictions are and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, said Restrictions to be construed as covenants running with the Land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified. Every party hereafter acquiring any lot, or portion thereof, in the above-described properties, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed or contract subject to each and all of the covenants, restrictions and agreements contained within this Master Declaration, as well as any additions or amendments hereto, and also subject to the jurisdiction, rights and powers of the Declarant, the Master Association, as hereinafter specified, and their successors and assigns. Each grantee of any lot subject to this Master Declaration by accepting the deed or contract thereto, shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, the Master Association, and with grantees and subsequent owners of the property within Brick Landing Plantation, to keep, observe, comply with and perform the provisions of this Master Declaration.

DEFINITIONS

"Declarant" or "the Declarant" shall refer to Carver, Williams, Tomblin and Madison, Inc. or its agents, successors and assigns.

"Lot" or "residential lot" shall mean, a parcel of subdivided and platted land in Brick Landing Plantation, or a unit in a tract of land submitted to the provisions of the Unit Ownership Act, or any similar act providing for condominium or unit ownership, and which has been subjected to the provisions of these restrictions and covenants and is shown upon a referenced recorded plat or plan.

"Master Association" shall refer to Brick Lancing Plantation Community Master Association, Inc., its successors and assigns;

The Master Declaration of Covenants, Conditions, and Restrictions will be referred to as the Master Declaration, and will be recorded in the Office of the Register of Deeds of Brunswick County, North Carolina, and may be incorporated by reference in deeds to residential property issued by the Declarant by reference to the Book and Page of recording in the Registry.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, unit or parcel which is part of Brick Landing Plantation, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

"Common Area" shall mean and refer to all areas within a platted area or sub-division of Brick Landing Plantation not included within a residential lot or dwelling unit, and which is subject to the use and enjoyment by all owners of properties in Brick Landing Plantation, and which areas are conveyed by the Declarant to the Association. Upon said conveyance from the Declarant to the Association every owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the provisions of this Master Declaration, or the Articles of Incorporation or Bylaws of the Master Association.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL RESIDENTIAL AREAS

1. In order to prevent duplication of buildings and insure proper design and location of improvements no building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plat plan (showing the proposed location of such building or structure, drives and parking areas), and construction schedule shall have been approved in writing by Declarant. Refusal of approval of plans, location or specifications may be based by the Declarant upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Declarant shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made

without like approval by the Declarant. One (1) copy of all plans and related data shall be furnished the Declarant for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Declarant of written demand for approval, the provisions of this paragraph shall be thereby waived. The right of approval reserved to the Declarant herein may be assigned to the Association, in the sole discretion of the Declarant.

2. Construction of new buildings only with new materials shall be permitted, it being an intent of this covenant to prohibit the moving onto a lot of any existing building or other structure and remodeling or converting same into a dwelling unit or other enclosed building.

3. In order to protect the natural beauty of the land throughout Brick Landing Plantation, written approval of the Declarant is hereby required for the removal, reduction, cutting down, excavation or lowering of trees as specified in paragraph 16 of this Part I. Written approval will be granted for the required cutting in plans and specifications approved pursuant to the provisions of paragraph 1 and 16 of this Part 1.

4. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects an privacy, view of the water and surrounding areas, preservation of important trees, etc., no specific setback lines are established by these covenants, except as may be set out an any recorded plats of any areas in the development. In order to assure, however, that location of houses will be arranged where practical and appropriate so that the maximum amount of view and tree preservation will be considered for each house; that the structures will be located with regard to the ecological constraints and topography of each individual lot, the location of large trees and similar considerations, the Declarant or its assignee reserves unto itself, its successors and assigns, the right to control absolutely the precise site and location of any house or dwelling or other structure upon all lots, including its relationship to streets, the height of all buildings, setting of all buildings, and their location one to another. Provided, however, that no structure shall be located in violation of any set back lines which may appear on any recorded plats, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site and location of buildings and driveways, etc., and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, or subsequent agreement, the Declarant shall approve automatically such location for a residence. Declarant shall distribute to each lot owner a list of suggested building standards which will be intended as a guideline for compliance with the Declaration.

5. The exterior and interior of all houses and other structures and landscaping must be completed within nine (9) months after the construction of same shall be commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

6. All property subject to this Declaration shall be used for residential purposes exclusively.

7. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such property which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

8. No noxious or offensive activity shall be carried on, in or upon any property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. No animals shall be kept, maintained or quartered in or on any property except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. Pets shall at all times be kept properly fenced or on a leash when outside of a dwelling.

9. In order to implement effective insect, reptile and woods fire control, the Declarant reserves the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Declarant for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the Brick Landing Plantation. The cost of this vegetation control shall be paid by the owner of the property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Declarant may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant or Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

10. In the event the owner desire to sell any property within Brick Landing Plantation together with its improvements, if any, then said property shall be offered for sale to the Declarant at the same price at which the highest bona fide offer has been made for the property, and the said Declarant shall have fifteen (15) days within which to exercise its option to purchase said property at this price; and should the Declarant fail or refuse, within fifteen (15) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Declarant.

In the event that an owner desires to sell his property pursuant to the terms of this paragraph, but no bona fide offer for the property having been made, the parties, may establish the price at which the property is to be offered to the Declarant by means of appraisals of the property. The Owner and the Declarant shall each appoint an appraiser and the two appraisers shall appoint a third appraiser. The decision of the three appraisers shall establish the bona fide offer at which price the property shall be offered to the Declarant, as set out herein.

11. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any property except with the written permission of the Declarant or except as may be required by legal proceedings except that a builder may during the initial construction and sales period utilize one (1) professional sign of not more than four (4) square

feet in size on each separate property offering the property for sale. Signs shall be in excellent condition when placed on a property and thereafter maintained in the same condition or replaced. Declarant may erect signs, either permanent or temporary, for the Brick Landing Plantation area or any area or portion thereof for identification, sales information or other purposes. The size, location, graphic design, message, construction materials, and condition of any sign placed in Brick Landing Plantation shall be subject to approval by the Declarant, either before or after having been placed, and the Declarant shall have the power to disapprove the display of any sign because of its failure to conform with these restrictions or standards otherwise established by the Declarant, in which event the builder or owner responsible for such sign shall have the option of permanently removing the offending sign, or replacing it with a sign satisfactory to the Declarant. Any person or entity having ownership or control of a sign in place shall be responsible for maintaining said sign in good physical condition. Failure to properly maintain a sign to standards established by the Declarant shall be sufficient reason for the Declarant to require permanent removal or replacement of the offending sign. If any person or entity owning or controlling a particular sign is notified by the Declarant that the sign does not conform with the requirements of this Declaration and the sign is not repaired, replaced, or otherwise brought to a level of quality deemed appropriate by the Declarant within ten (10) days after and including the date such notification is issued by the Declarant, the Declarant or its designated representative may, but shall not be obligated to, enter the property and permanently remove the offending sign without incurring any cost or other liability.

12. The Declarant reserves unto itself a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electric and telephone poles, 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 convenience or utilities, on, in or over the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot and such other areas as are shown on the applicable plat; provided further, that the Declarant may cut drainways for surface water wherever and whenever such action may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety, and appearance. In the event of the subdivision or combination of one or more lots, the easements created hereby shall exist on the resulting lot(s) and may terminate and become void on the lots sub divided or combined. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings 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.

13. No structure of a temporary character shall be placed upon any property at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the property after completion of construction.

14. No fuel tanks or similar storage receptacle maybe exposed to view.

15. No private water wells may be drilled or maintained on any property without the written consent of the Declarant.

16. No trees measuring three (3) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Declarant.

17. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself the right to replat any lot or lots shown on the plat, of any area of Brick Landing Plantation, in order to create a modified building lot or lots, and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights-of-way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records.

18. The Declarant expressly reserves to itself, notwithstanding any other provisions in this Declaration, the right to build any bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks or lagoons in Brick Landing Plantation. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Declarant to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation of the Declarant.

19. The location, design, type of construction and color of freestanding mailboxes shall conform with standards established by the Declarant. No mailbox shall be fabricated, placed, or altered in any way without prior written approval from the Declarant.

20. The property within Brick Landing Plantation is hereby declared to be a bird sanctuary and any hunting of any wild birds is prohibited.

21. No exposed clothes lines of any type shall be installed without express written permission of the Declarant.

22. The Declarant shall have the exclusive right to provide one or more central television antennas for the convenience of the members and the cost of these may be included in annual or special assessments. The Declarant may regulate or prohibit the erection of television antennas within Brick Landing Plantation. Declarant may convey this right in the future to any public or private body, including the Association.

PART II

SPECIAL RESTRICTIONS AFFECTING ALL WATERFRONT AND WOODLAND AREAS

1. In order to preserve the natural appearance and scenic beauty of Brick Landing Plantation and to provide a "cover" for animals which habitually move along the marsh edges, there is

hereby, established a construction and clearing restricted zone on all property fronting on marshlands. That portion of any marshland property located within eighty (80) feet of the average high water mark shall be preserved substantially in its present natural state except for moderate clearing for view and breeze. Construction of improvements and major clearing of trees and underbrush is hereby restricted except that as may be required for said golf course construction.

PART III

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Declarant to maintain and enhance (or to convey, subject to these restrictions, to an Association) certain areas which the Declarant has specifically designated as "Open Space Areas", on plats hereafter filed for record in the Office of the Register of Deeds of Brunswick County, North Carolina by the Declarant. It is the further intent and purpose of these restrictions to protect the marshes to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wetlands, tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring residential areas adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreational opportunities, to preserve historical sites and implement generally the Brick Landing Plantation master plan for development.
2. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.
3. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Declarant and to the Association to make access trails or paths or boardwalks through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area and use and enjoyment thereof.
4. The Declarant and the Association shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants, and shrubs where and to the extent necessary. The right is likewise reserved to the Declarant and to the Association to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Open Space Areas, to cut fire breaks, remove diseased, dead, or dangerous trees and carry out other similar activities.
5. The Declarant reserves unto itself the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, 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 in said Open Space Areas. These, reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, make

any gradings of the soil, or 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 Declarant further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

6. No trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

7. The provisions of this Part in no way grant to the public or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Declarant.

8. The Declarant expressly reserves to itself every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

9. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Declarant, that the Declarant is not bound to make any of the improvements noted herein, or extend to any lot owner any service of any kind, except as such may be undertaken at the expense of the Association.

PART IV

SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

1. "Golf Fairway Residential Lot" is defined as any of those residential lots of land located adjacent to any golf course located in Brick Landing Plantation.

2. That portion of any Golf Fairway Residential lot or block within fifty (50) feet of the lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the Declarant. All individual lot or block landscaping plans must be approved by Declarant before implementation.

3. There is reserved to the Declarant a "Golf Course Maintenance Easement Area" on each lot adjacent to any golf course located in Brick Landing Plantation. This reserved easement shall permit the Declarant, at its election, to go onto any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and Landscaping may include regular removal of underbrush, trees less than three (3) inches in diameter, measured 2' above ground, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Golf Course Maintenance Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the golf course, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot provided however, that the above-described maintenance and landscaping rights shall apply to the entire lot until there has been

filed with the Declarant a landscaping plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

4. Until such time as a residence is constructed on a lot, the Declarant reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on a Golf Fairway Lot, "Out of Bounds" markers may be placed on said lot at the expense of the Declarant.

5. Owners of Golf Fairway Lots shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area.

6. No lot adjoining the golf course property shall have a fence or other obstruction situated in the area of the Golf Course Maintenance Easement Area, unless approved in writing by the Declarant.

PART V

ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Declarant for a period of twenty-five (25) years from the execution date of this Declaration except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants has been recorded agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owner of lots in the neighborhood or subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any

event. In addition, to the foregoing, the Declarant and/or the Association shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. The Declarant reserves in each instance the right to add additional restrictive covenants or to limit therein the application of these covenants, provided that no limitations shall be made applicable only to a portion of the lots in a platted subdivision. Any restrictive covenants in addition to this Master Declaration shall be applicable only as to subdivisions in which no parcels have been previously conveyed.

4. The Declarant reserves the right, to assign, to the Association all its rights and privileges reserved in these covenants, including, but not limited to, the right to approve (or disapprove) improvements proposed in Brick Landing Plantation and nearby areas, as specified in Part I hereinbefore.

5. The Declarant reserves the absolute right, exercisable in its sole discretion from time to time, to add other property to the terms of these restrictions. Such additions shall be made in order to extend the scheme of these restrictions to other real property to be developed as part of Brick Landing Plantation and to bring such additional property within the jurisdiction of the Association, thereby subjecting such additions to assessment for their fair share of the Association's expenses. Such additions shall be made by filing of record one or more plats indicating those lots or units or parcels to be included and the filing of a Supplemental Declaration of Covenants and Restrictions which shall identify the lots, units or parcels to be included and shall incorporate these Restrictions by reference.

PART VI

BRICK LANDING PLANTATION MASTER COMMUNITY ASSOCIATION

The purposes for which the Brick Landing Plantation Master Community Association, Inc. will be organized are:

a. To own, manage, maintain, and operate the roads, water and sewage treatment facilities, and such other amenities as may be conveyed to the Association for the benefit of owners of property included within the property described in Exhibit A of the Master Declaration of Covenants Conditions and Restrictions of Brick Landing Plantation.

b. To advance and promote civic and community development in the area of Brick Landing Plantation in whatever way possible.

c. Generally to engage in any other lawful enterprise or activity and to do and perform all acts and things that may be deemed necessary or expedient for the proper and successful prosecution of the objects and purposes for which the corporation is organized.

d. To engage in any lawful act or activity for which corporations may be organized under Chapter 55A of the General Statutes of North Carolina.

ORGANIZATION AND POWERS

The Brick Landing Plantation Master Community Association, Inc. shall be organized, managed, and administered in accordance with the Articles of Incorporation, the Bylaws, and any other rules, regulations, and resolutions adopted by said Association. Said Association shall have all the powers, authorities, rights, and obligations set out in said documents, with respect to, among other things and not limited to, acquisition, and administration of property by the Association, assessments of members, and any other matter necessary to carry out the purposes of the corporation.

Each property owner's association, other than the Master Association, representing the owners of lots or property subjected to the provisions of this Master Declaration, shall be a member of the Master Association and shall be subject to such assessments as may be levied from time to time by the Master Association in accordance with its Articles and Bylaws.

BYLAWS OF
BRICK LANDING PLANTATION
MASTER COMMUNITY ASSOCIATION, INC.
A NON-PROFIT CORPORATION

ARTICLE I

OFFICES

Section 1. Principal Office: The principal office of the corporation shall be located in Brunswick County, North Carolina.

Section 2. Registered Office: The registered office of the corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office.

Section 3. Other Offices: The Corporation may have offices at such other places, either within or without the State of North Carolina, as the Board of Directors from time to time may determine or as the affairs of the corporation may require.

ARTICLE II

MEMBERS

Section 1. Generally: The members of the corporation are the various homeowners associations serving the various subdivisions and condominiums within Brick Landing Plantation as identified in the Articles of Incorporation of the corporation. The members shall be referred to herein as Member Associations. Since the Member Associations each appoint a member of the Board of Directors and the Member Associations each have their method and procedure for electing or appointing their representative on the Board of Directors of the corporation, there is no need for an annual meeting of the members for the purpose of electing directors. As set forth in Article IV herein, the affairs of the corporation are managed by the Board of Directors which consists of one director appointed by each Member Association. Whenever any act is required by members, the director appointed by the member is authorized to act for such member.

ARTICLE III

MEETING OF LOT AND UNIT OWNERS

Section 1. Annual Meeting: The corporation shall hold a meeting at least once a year to which all lot owners and condominium unit owners who own lots or units that are subject to the Declaration of Covenants, Conditions and Restrictions for Brick Landing Plantation shall be invited. The annual meeting of the lot and unit owners shall be for the purpose of reporting on the activity of the

corporation for the past year and for providing financial reports to the lot and unit owners. The corporation shall provide an opportunity for the lot and unit owners to speak at the Annual Meeting about matters relevant to the affairs of the corporation. The presiding officer may impose time limits and other rules regarding comments by the lot and unit owners.

Section 2: Annual Meeting Procedures

(a) Notice of the Annual Meeting of lot and unit owners shall be sent to all lot and unit owners as determined by the official records of the corporation. The corporation may delegate to the Member Associations the authority to send notices with regard to each Member Association's members.

(b) The notice shall be sent by first-class mail, facsimile, e-mail or hand delivery or a combination of these methods. The notice shall be sent no less than 20 days nor more than 60 days before the date of the meeting.

(c) The notice shall contain the date, time and place of the meeting and may contain an agenda for the meeting.

(d) The lot and unit owners have no authority to vote on matters or otherwise transact business of the corporation, thus there is no quorum requirement for the meeting.

(e) The corporation may conduct a meeting of the Board of Directors in conjunction with the Annual Meeting of the lot and unit owners. The Board of Directors may elect to allow the lot and unit owners to attend board meetings, but the lot and unit owners have no right to participate in any board meeting unless the Board of Directors allows such participation.

Section 3. Other Meetings of Lot and Unit Owners: The corporation may hold other meetings to which lot and unit owners are invited. The Board of Directors shall set the agenda and the procedures for conducting such meetings. Notice of any such meetings shall be by the methods determined by the Board of Directors to be appropriate, including delegating the notice process to Member Associations to provide notice to their members.

ARTICLE IV

DIRECTORS

Section 1. General Powers: The business and affairs of the corporation shall be managed by the Board of Directors.

Section 2. Number and Term: The number of Directors shall be equal to the number of Member Associations representing owners of property. The term of each Director shall be determined by the Member Association the Director represents.

Section 3. Appointment of Directors: Each Member Association shall appoint one (1) Director as defined in the Articles of Incorporation, Section IV. In the absence of appointment of a Director the chief executive officer of the Member Association shall serve as the primary Director representing the Member Association on the Board of Directors. A Member Association may appoint one or more alternates to serve as the Director representing the Member Association in the absence of the primary Director.

Section 4. Vacancies: A vacancy occurring in the Board of Directors created by an increase in the number of Member Associations may be filled only by appointment by the Member Association whose

membership resulted in the increase and any other vacancy occurring in the Board may be filled only by appointment by the Member Association who appointed the director whose vacancy is to be filled. Any vacancy can be filled at any time.

Section 5. Compensation: The Board of Directors shall not compensate directors for their services.

Section 6. Fidelity Bond: The Board of Directors shall require that any or all officers of the corporation handling funds of the corporation furnish a fidelity bond in an amount determined by the Board, the premium for which shall be paid by the corporation.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Annual Meetings: An annual meeting of the Board of Directors shall be held each year after the close of the fiscal year of the corporation for the purpose of electing officers of the corporation. In addition, the Board of Directors may provide, by resolution, the time and place, for the holding of additional regular meetings.

Section 2. Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. Such meetings must be held in Brunswick County, North Carolina.

Section 3. Notice of Meetings: Regular meetings of the Board of Directors may be held without notice pursuant to Section 1 of this Article. The person or persons calling a special meeting of the Board of Directors shall, at least two (2) days before the meeting, give notice thereof by any usual means of communication. Such notice shall not specify the purpose for which the meeting is called.

Section 4. Waiver of Notice: Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, except, where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Quorum: A majority of the Board of Directors fixed by these Bylaws or the Articles of Incorporation shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 6. Manner of Acting: Except as otherwise provided in these Bylaws, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 7. Presumption of Assent: A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary immediately after the adjournment of the meeting. Such right to dissent shall not

apply to a director who voted in favor of such action.

Section 8. Informal Action by Directors: Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by a majority of the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken. If the Articles of Incorporation or these Bylaws requires more than a majority vote of all directors for action to be taken, then the written consent must meet such vote requirement.

ARTICLE VI

OFFICERS

Section 1. Number: The officers of the corporation shall consist of a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such assistant secretaries, treasurers and other officers as the Board of Directors may from time to time elect. Any two (2) or more offices may be held by the same person, except that no officer may act in more than one (1) capacity where action of two (2) or more officers is required.

Section 2. Election and Term: The officers of the corporation shall be elected by the Board of Directors at the annual meeting of the directors. Each officer shall hold office until the officer's death, resignation, retirement, removal, disqualification, or the officer's successor is elected and qualifies.

Section 3. Removal: Any officer or agent elected or appointed by the Board of Directors may be removed by the Board with or without cause; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Compensation: The compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 5. President: The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall supervise and control the management of the corporation in accordance with these bylaws. The President shall, when present, preside at all meetings of the Board of Directors or meetings of the lot and unit owners. The President shall sign, with any other proper officer, any deeds leases, mortgages, bonds, contracts, or other instruments which may be lawfully executed on behalf of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be delegated by the Board of Directors to some other officer or agent, authorize expenditures within limits to be established annually by the Board of Directors and shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President: In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-Presidents in the order of their length of service as Vice-Presidents, unless otherwise determined by the Board of Directors, shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as may be assigned him from time to time by the President or by the Board of Directors.

Section 7. Secretary: The Secretary shall keep accurate records of the acts and proceedings of all meetings of members and directors. The Secretary shall give all notices required by law and by these Bylaws. The Secretary shall have general charge of the corporate books and records, including the minute book wherein all resolutions of the directors shall be recorded, and of the corporate seal, and he shall affix the corporate seal to any lawfully executed instrument requiring it. The Secretary shall have general charge of the membership books of the corporation and shall keep, at the registered or principal office of the corporation, a record of the members Association showing the name and address of the director representing each Member Association. The Secretary shall sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned him from time to time by the President or by the Board of Directors.

Section 8. Assistant Secretaries: In the absence of the Secretary or in the event of the Secretary's death, inability or refusal to act, the Assistant Secretaries in the order of their length of service as Assistant Secretaries, unless otherwise determined by the Board of Directors, shall perform the duties of the Secretary, and when so acting shall have all the powers of and be subject to all the restrictions upon the Secretary. Any Assistant Secretary shall perform such other duties as may be assigned him by the Secretary, by the President or by the Board of Directors.

Section 9. Treasurer: The Treasurer shall have custody of all funds and securities belonging to the corporation and shall receive, deposit or disburse the same under the direction of the Board of Directors. The Treasurer shall keep full and accurate accounts of the finances of the corporation in books especially provided for that purpose; and he shall cause a true statement of its assets and liabilities as of the close of each fiscal year and of the results of its operations and of changes in surplus for such fiscal year, all in reasonable detail, to be made and filed at the registered or principal office of the corporation within four (4) months after the end of such fiscal year. The statement so filed shall be kept available for inspection by any director for a period of ten (10) years; and the Treasurer shall mail or otherwise deliver a copy of the latest such statement to any director upon his written request therefore. The Treasurer shall, in general, perform all duties incident to the office and such other duties as may be assigned to the Treasurer from time to time by the President or by the Board of Directors.

Section 10. Assistant Treasurers: In the absence of the Treasurer or in the event of the Treasurer's death, inability or refusal to act, the Assistant Treasurers in the order of their length of service as Assistant Treasurers, unless otherwise determined by the Board of Directors shall perform the duties of the treasurer, and when so acting shall have all the powers of and be subject to all the restrictions upon the Treasurer. Any Assistant Treasurer shall perform such other duties as may be assigned him/her by the Treasurer, by the President or by the Board of Directors.

ARTICLE VII

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts: Subject to the limitations provided in the Articles of Incorporation, the Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, lease, or execute and deliver any instrument on behalf of the corporation, and such authority may be general or confined to specific instances. The Board of Directors may enter into employment contracts for any length of time it deems wise.

Section 2. Loans: No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or specific in nature and scope.

Section 3. Checks and Drafts: All checks, drafts or other orders for the payment of money issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits: All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such federally insured financial institutions in Brunswick County as the Board of Directors shall direct.

ARTICLE VIII

MEMBERSHIP

Section 1. Membership: Membership in the corporation shall be as provided in the Articles of Incorporation. Each Member Association representing owners of property described in the Articles of Incorporation of the corporation, automatically shall become a Member Association immediately upon its becoming a legal entity, whether or not the same is incorporated.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Seal: The corporate seal of the corporation shall consist to two (2) concentric circles between which is the -name of the corporation and in the center of which is inscribed "SEAL"; and such seal, in the form approved by the Board of Directors, shall be adopted by said Board as the corporate seal of the corporation.

Section 2. Waiver of Notice: Whenever any notice is required to be given to any member or Director under the provisions of the North Carolina Non-profit Corporation Act, or under the provisions of the Articles of Incorporation or Bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 3. Amendments: These bylaws may be amended or repealed and new Bylaws adopted only upon the prior approval of Member Associations in accordance with the conditions set forth in the Articles of Incorporation, Article IV.

Section 4. Fiscal Year: The fiscal year of the corporation shall be fixed by the Board of Directors.

Section 5. Indemnification: Any person who at any time serves or has served as a director, officer, employee or agent of the corporation, or in such capacity at the request of the corporation for any other corporation, partnership, joint venture, trust or other enterprise, shall have a right to be indemnified by the corporation to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by the person in connection with any threatened or pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the corporation, seeking to hold the person liable by reason of the fact that the person is or was acting in such capacity, and (b) reasonable payments made by the person in satisfaction of any judgment, money decree, fine, penalty, or settlement for which the person may become liable in any such action, suit or proceeding.

The Board of Directors of the corporation shall take all such action as may be necessary and appropriate to authorize the corporation to pay the indemnification required by this Bylaw, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due the claimant and giving notice to, and obtaining approval by, the members of the corporation.

Any person who at any time after the adoption of this Bylaw serves or has served in any of the aforesaid capacities for or on behalf of the corporation shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such rights shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this Bylaw.

ARTICLE X

PROPERTY RIGHTS

Section 1. Conveyance to Corporation: At such time as any roads or any other amenities are conveyed to the corporation, the corporation shall administer, maintain, own, and operate said properties in accordance with the corporation's Articles of Incorporation, the Bylaws, and any other rules and regulations adopted by the corporation.

Section 2. Parking Rights: Subsequent to the conveyance of the applicable Common Area, the corporation may regulate the parking of vehicles, boats, trailers and other such items on the common area. No vehicles, boats, trailers or other similar types of equipment shall be parked within the traffic lane of any street. The corporation shall from time to time adopt appropriate rules for temporary parking.

ARTICLE XI

ASSESSMENTS

Section 1. Obligation of Members: All Member Associations of the corporation shall be responsible for and shall pay all charges assessed by the corporation pursuant to the Articles and Bylaws of the corporation.

The members agree to pay, among other things, the following:

- (a) Annual assessments or charges
- (b) Special assessments for capital improvements and any other such special assessments as may be fixed from time to time in accordance with the Articles and By-laws.

Section 2. Purposes of Assessments: The assessments levied by the corporation shall be used for the purpose of promoting the beautification of the property, the recreation, health, safety, and welfare of the owners, the enforcement of these covenants and the rules of the corporation, and, in particular, for the improvement and maintenance of roadways and amenities and providing the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area. Nothing herein shall mean that assessments may not be used for the maintenance and beautification of areas within the subdivision but which are not part of the Common Areas, such as entrance signs, access easements crossing private property, median strips within street rights-of-way or the interior of cul-de-sacs.

Section 3. Basic and Maximum Annual Assessments: The basic annual assessment shall be determined by the Board of Directors of the corporation, effective January 1 of each year, without a vote of the lot and unit owners, based upon adoption of annual budget for expenditures for authorized purposes, including reasonable reserves for major repairs, replacements and working capital.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the corporation may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any new construction, acquisition of land, buildings or equipment, reconstruction of capital improvements or unexpected repair or replacement of capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto; provided that any such assessments shall be adopted by a three-fourths affirmative vote of all of the Directors, voting in person or by written ballot at a meeting duly called for this purpose, written notice of which shall be sent to all directors not less than ten (10) days nor more than thirty (30) days in advance of the meeting, setting forth the time, place and purpose of the meeting. The vote may also be taken by written ballot without a meeting.

Section 5. Effect of Non-Payment of Assessments: Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, past due amount shall bear interest from the date of delinquency at the higher of the prevailing prime lending rate at North Carolina banks or twelve (12%) percent per annum, and the corporation may bring an action at law against the Member Association obligated to pay the same, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

Section 6. Suspension of Privileges for Non-Payment of Assessments: A Member Association may request the Master Association to suspend privileges or services of a member of a Member Association who is delinquent in payment of an assessment to the Member Association. The Member Association requesting the suspension shall provide the Master Association information that the lot or condominium unit owner is more than thirty (30) days delinquent in the payment of an assessment against the lot or condominium unit and has been notified of their delinquency and of the intention of the Member Association to request the Master Association to suspend privileges or services. Upon receipt of a request from a Member Association, the Master Association shall refer the matter to the Rules Enforcement Committee. The Committee shall send a notice of a hearing to both the Member

Association and the lot or condominium unit owner. Any Committee hearing shall not include any member of the Executive Board of the Member Association which has made the request to suspend privileges or services. The lot or condominium unit owner or the Member Association may appeal any decision of the Rules Enforcement Committee to the Master Association Board. The format and procedures for implementing this section will be approved by the Master Association Board and included in the Policies and Procedures Manual.

ARTICLE XII

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Appointment: There shall be appointed an Architectural Review Committee ("Committee") which, upon appointment as specified in these Bylaws, shall assume and be responsible for enforcement of architectural review under paragraph 1. of Part 1 of the Master Declaration of Covenants, Conditions and Restrictions for Brick Landing Plantation, Brunswick County. The responsibilities, meetings and membership of the Committee shall be determined by the corporation subsequent to said assignment.

Adopted this ____ day of _____, 2010.

BRICK LANDING PLANTATION MASTER COMMUNITY ASSOCIATION, INC.

_____, Secretary

11/19/2010