

2010001766

COLUMBUS CO, NC FEE \$47.00
PRESENTED & RECORDED

04-16-2010 12:37:38 PM

KANDANCE H WHITEHEAD

REGISTER OF DEEDS
BY: TAMIKA ROUSE
DEPUTY

BK: RB 982

PG: 702-713

PREPARED BY AND RETURN TO C. MARTIN SCOTT II, ATTORNEY,
WILLIAMSON, WALTON & SCOTT, L.L.P., WHITEVILLE, NORTH CAROLINA

NORTH CAROLINA
COLUMBUS COUNTY

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND CONDITIONS, made and entered into as of 16th day of April, 2010, by COVENTRY CLUB & RESORT, INC., a Vermont corporation, hereinafter called "Declarant," and all LOT OWNERS of Lot Nos.: 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 20, 21, 22, 23, 24, 25, and 26 as shown and delineated on a plat entitled "Harbour Estates," a subdivision located in South Williams Township, Columbus County, North Carolina;

WITNESSETH:

WHEREAS, the Declarant is the owner of certain lots of real property in South Williams Township, Columbus County, North Carolina, as shown and designated on a map of the same prepared by Nelson P. Soles, P.L.S., entitled "Harbour Estates," which real property is herein called "Harbour Estates," "the "Property," or "Subdivision." Owner has divided the Property into various lots 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 20, 21, 22, 23, 24, 25, and 26 (herein called the "Lots"), the same lots as shown on said map of the property, and Declarant has caused the map of Harbour Estates to be recorded in Map Book 89, Page 10, Columbus County Registry, which map is by reference made a part hereof; and

WHEREAS, the Declarant intends to convey said numbered lots as the same are shown and delineated on the above-mentioned map, by deeds, deeds of trust, mortgages and other instruments to various persons, firms and/or corporations, subject to certain restrictive and protective covenants and conditions which are deemed to make "Harbour Estates" more desirable and to be for the benefit of all those who acquire title to any one or more of said numbered lots to the end that the restrictive covenants and conditions herein set out shall inure to the benefit of each person, firm, or corporation which may acquire title to any or all of said numbered lots and which shall be binding upon each such person, firm or corporation to whom or which the said Declarant may hereafter convey any of said numbered lots by deed, mortgage, deed of trust or other instrument.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares, covenants and agrees with said Lot Owners that each of the aforementioned numbered lots shall be held, sold, encumbered and conveyed subject to the restrictive and protective covenants and conditions hereinafter set forth. These restrictions and protective covenants and conditions shall become a part of each instrument conveying any of said numbered lots as fully and to the same extent as if set forth therein, shall run with the land, and shall be binding on all parties having or acquiring any right, title or interest in and to the Property and the Lots or any part or parts thereof subject to this Declaration. As a condition of the sale or conveyance of any of said numbered lots, the lot owners agree and covenant to abide by and conform with said restrictive and protective covenants and conditions.

I. Definitions. As used herein,

A. "Articles" means the Articles of Incorporation of Harbour Estates Homeowners Association, as the same may be amended from time to time.

B. "Association" or "Corporation" means Harbour Estates Homeowners Association, Ltd., a North Carolina Non-Profit Corporation.

C. "Harbour Estates" shall have the same meaning as "Subdivision" or "Property" and the terms may be used interchangeably.

D. "Harbour Drive" means and includes the tract of land described as such on the map of "Harbour Estates," as prepared by Soles & Walker, P.A., P.L.S., which map is by reference made a part hereof.

E. The "Board of Directors" or "Board" means the elected body governing the Corporation and managing the affairs of the Corporation.

F. "By-Laws" means the by-laws of Harbour Estates Homeowners Association, Ltd., as the same may be amended from time to time.

G. "Common Areas" means all the areas of land which may be constructed and designated from time to time as Common Areas by the Declarant and which may include, but not be limited to, Lots 10 and 12 and upon which may be located an in-ground swimming pool and pool house and such other improvements as may be constructed from time to time.

H. "Declarant" means Coventry Club & Resort, Inc., or its successors, assigns or any legal entity acquiring ownership of portions of the Development Area heretofore not dedicated with the intent and for the purpose of further development.

I. "Dedication" means the act of committing a portion of the Development Area or the Subdivision to the purposes of this Declaration.

J. "Development Area" shall mean that property owned by the Declarant and described as that certain tract or parcel of land owned by Coventry Club & Resort, Inc., or by the undersigned landowners on said map recorded in the Columbus County Registry.

K. "Drainage Easement Areas" means all the areas of land which may be constructed and designated from time to time as Drainage Easement Areas by the Declarant, including but not limited to those areas which may be shown as "Drainage Easements" on the recorded map of "Odessa Whitehead" Tract.

L. "Landscape Easement Areas" means all the areas of land which may be constructed and designated from time to time as Landscape Easement Areas by the Declarant, including but not limited to those areas which may be shown as "Landscape Easements" on the recorded map of "Harbour Estates"

M. "Landscaping" means and includes decorative planting and ornamental planting of trees, shrubs, flowers and plants of all kinds; modifying, altering and ornamenting plant cover; arranging, modifying, irrigating and improving the natural scenery; designing and redesigning, arranging and rearranging, developing and redeveloping, modifying, extending and improving all such planting from time to time. This shall also include the erection, establishment and maintenance of such entrance signs and residential street signs and directional and informational signs that may be of use to the community.

N. "Lot" means a separately numbered tract of land lying within the subdivision or other dedicated portion of the Development Area and which, according to the plat of that portion recorded at the dedication thereof, may be conveyed by the Declarant and owned in fee by the Grantee thereof, and held for such uses as are consistent with this Declaration and the restrictions covering the area wherein the tract is located. No tract of land shall become a "Lot" as that word is used herein until the area on which the same is located is "dedicated."

O. "Lot Owner" or "Lot Owners" means the record holder or holders of title to the separately numbered tract or tracts of land heretofore defined as "lot" or "lots," and shall include the

Declarant.

P. "Manufactured Home" means a manufactured building designed to be used as a single family dwelling unit which has been constructed and labeled indicating compliance with the HUD administered National Manufactured Housing Construction and Safety Standards Act of 1974, which is not required to be attached to a permanent foundation, which does not have to be moved like a site-built home, and which has, should have, has had, or should have had a title with the North Carolina Division of Motor Vehicles.

Q. "Modular Home" means a manufactured building designed to be used as a one family dwelling unit which has been constructed and labeled indicating compliance with the North Carolina State Building Code, Volume VII - Residential, which must be attached to a permanent foundation, which, after construction, has to be moved like a site-built home, and which is not, and has not been, registered with the North Carolina Department of Motor Vehicles.

R. "Subdivision" or "Property" means "Harbour Estates" all that property shown on the map recorded in Book of Official Maps 89, at page 10, Columbus County Registry, and any portion of the Development Area which has been dedicated pursuant to this Declaration.

II. Harbour Estates Homeowners Association.

A. In conjunction with this Declaration, a corporation named Harbour Estates Homeowners Association, Ltd. (hereinafter referred to as the "Association") has been formed or will be formed pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to erect, establish and maintain landscape easement areas and signs designating the Harbour Estates Subdivision; to plant, install, manage, maintain, operate, care for, administer and landscape Harbour Drive within Harbour Estates Subdivision (and other streets, roads, boulevards, and islands within cul-de-sacs, as designated by the Declarant from time to time in additional subdivisions or phases of "Harbour Estates" when so assigned by the Declarant); to install, manage, maintain, operate, care for, administer and landscape all common areas, if any; to install, maintain and operate underground irrigation pipes and attachments when so assigned by the Declarant; to maintain drainage facilities within Drainage Easement Areas when so assigned by the Declarant; to enforce the covenants, restrictions, easements, charges and liens contained herein when so assigned by the Declarant; to fix, levy, assess, collect, enforce and disburse the charges and assessments created under this Declaration, all in the manner set forth in and subject to the provisions of this Declaration, when so assigned by the Declarant; to make and enforce rules and regulations governing the Owners' use and occupation of Lots, when so assigned by the Declarant; and to do any and all other lawful things as provided in the Articles not inconsistent with this Declaration. The Declarant herein shall be solely responsible for the initial landscaping, drainage and irrigation of the Landscape Easement Areas, Drainage Easement Areas, streets, roads, boulevards and cul-de-sacs within the Subdivision for so long as the Declarant owns seventy-one percent (71%) or more of the Subdivision area, and once Declarant no longer owns seventy-one percent (71%) or more of the Subdivision area, the Declarant shall notify in writing all Lot Owners when the initial landscaping, drainage and irrigation of Landscape Easement Areas and Drainage Easement Areas are complete after which all Lot Owners, through the Harbour Estates Homeowners Association, shall be responsible for landscaping, drainage, irrigation, and maintenance expenses. Declarant, its successors and assigns, shall maintain the landscaping, drainage and irrigation to a level, extent and quality equal to or better than the initial landscaping, drainage and irrigation.

B. Each Owner of each Lot within the Subdivision shall be a member of the Association. The Declarant, by this Declaration and the Owners of individual lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Association:

I. That for so long as each is an Owner of a Lot within the subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association;

2. That each shall be subject to the rules and regulations of the Association with regard to ownership of a Lot;

3. That any unpaid assessment, whether general or special, levied by the Declarant or the Association in accordance with these Restrictions, the Articles or the Bylaws shall be the personal obligation and liability of the Owner of the Lot at the time the assessment falls due and shall constitute a lien on the Lot; and

4. That for so long as the Declarant owns seventy-one percent (71%) or more of the Subdivision area, Declarant shall be responsible for the maintenance of Harbour Drive and for maintenance, insurance and other costs associated with the common areas. Once the Declarant has sold or transferred such Lot(s) as to render the percentage ownership of the Declarant as being less than seventy-one percent (71%), then the Harbour Estates Homeowners Association shall be responsible for street maintenance and common area maintenance, insurance and other costs associated with the common areas.

C. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.

D. The Association shall have one class of members who shall be all Lot Owners. Each member shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such Persons shall be members and, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot.

E. So long as the Declarant owns any real property within the Development Area as defined herein, (the "Period of Declarant Control"), or until the Declarant divests itself of such rights, the Declarant shall control the Association. During the period of Declarant control, the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors.

F. Any purchaser of a Lot, for himself, his heirs, successors and assigns, by acceptance of the deed of conveyance, and or sales contract containing these restriction and covenants, acknowledges that this is a Nudist development subdivision and that this provision of Nudist shall run with the land and be binding upon all heirs, successors and assigns; further the purchaser for himself, his heirs and assigns; acknowledge that he or they must conform in their conduct in all respects to that required by society in general. Lot owners must use common sense in areas adjacent to the Development that are not nudist oriented.

III. Management and Maintenance of the Landscaping and Irrigation of the Landscape Easement Areas and Drainage within the Drainage Easement Areas within Harbour Estates Subdivision. The management and maintenance of the landscaping and irrigation of the Landscape Easement Areas and drainage facilities within the Drainage Easement Areas within Harbour Estates Subdivision shall be the sole right and responsibility of the Declarant for so long as the Declarant owns seventy-one percent (71%) or more of the Subdivision area. The management and maintenance shall be carried out in accordance with the terms and conditions of these restrictions, but it is contemplated that the Declarant, once the Declarant no longer owns seventy-one percent (71%) of the Subdivision area, will assign to Harbour Estates Homeowners Association, Ltd., its successors and assigns, the right to make and collect assessments, to expend such funds as may be collected, and to otherwise be substituted for the Declarant under this paragraph.

IV. Maintenance Expenses. The Maintenance Expenses of the Subdivision include:

A. All amounts expended in planting, installing, managing, maintaining, operating, caring for and administering the landscaping of Harbour Drive, the Landscape Easement Areas, improvements in Common Areas to include, but not be limited to, pool and pool house, if any, and drainage facilities within Drainage Easement Areas within Harbour Estates Subdivision, as may be established from time to time within Harbour Estates Subdivision; installing, maintaining and operating underground irrigation pipes and attachments; all fees which may be incurred by the

Declarant or the Harbour Estates Homeowners Association, by assignment, from time to time in performing the functions delegated to the Declarant or the Harbour Estates Homeowners Association, Ltd., by assignment, by these Restrictions; and all amounts expended in any form by the Declarant or the Harbour Estates Homeowners Association, Ltd., by assignment, in enforcing these Restrictions, the Articles or the Bylaws.

B. All amounts expended by the Declarant or the Harbour Estates Homeowners Association, Ltd., by assignment, in carrying out any duty or discretion as may be required or allowed by these Restrictions, the Articles or the Bylaws.

V. Annual General Assessment.

A. The Declarant for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of a deed for any Lot (whether or not it shall be so expressed in such deed) is deemed to covenant and agrees to pay to the Association annual general assessments or charges for landscaping, irrigation, drainage and maintenance expenses when the Declarant no longer owns seventy-one percent (71%) or more of the Subdivision area. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions of paragraph F of this Article shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees in the amount of fifteen percent (15%) shall also be the personal obligation and liability of the person who was the owner of the Lot at the time when the assessment fell due should such assessment become delinquent. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot. At such time as the Declarant no longer owns seventy-one percent (71%) or more of the Subdivision area, each lot will be assessed an equal and pro rata part of landscaping, irrigation and maintenance expenses.

B. At such time as the Declarant no longer owns seventy-one percent (71%) or more of the Subdivision area, the Harbour Estates Homeowners Association shall establish the maximum annual general assessment for that calendar year, per Lot.

1. From and after December 31 of the calendar year during which the Declarant no longer owns seventy-one percent (71%) or more of the Subdivision area, the maximum annual general assessment may be increased by the Association each year not more than ten percent (10%) above the assessment for the previous year without any vote of the membership.

2. From and after December 31 of the calendar year during which the Declarant no longer owns seventy-one percent (71%) or more of the Subdivision area, the maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year provided the proposed increase is approved by a vote of two-thirds (2/3) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.

3. The Harbour Estates Homeowners Association, Ltd. may fix the annual general assessment at an amount not in excess of the maximum.

4. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Harbour Estates Homeowners Association, Ltd.

C. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph B(2) shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting

shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

D. The annual general assessments levied by the Harbour Estates Homeowners Association, Ltd. shall be used exclusively to plant, install, maintain, operate, care for, and administer the landscaping and irrigation of Harbour Drive, the Landscape Easement Areas, common areas and drainage facilities within Drainage Easement Areas of Harbour Estates Subdivision as may be established from time to time within the Subdivision, and to pay the expenses of the Association, if the Association at the time of making the assessment is enforcing the terms of this Declaration *after due assignment by the Declarant.*

E. The Harbour Estates Homeowners Association, Ltd. shall, upon demand, furnish a certificate signed by an officer or a duly authorized agent of the Harbour Estates Homeowners Association, Ltd. setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Harbour Estates Homeowners Association, Ltd. as to the status of assessments on a lot is binding upon the Harbour Estates Homeowners Association, Ltd. as of the date of its issuance.

F. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect nor extinguish the assessment lien, which shall be a lien running with the land. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

VI. Special Assessments. Special assessments may be levied against Lots for such reason as are provided in these Restrictions, the Articles or by the Bylaws and on such terms as determined by the Board of Directors and approved by a majority of the Lot Owners at a meeting held after ten (10) days written notice at which the quorum provisions of Section V(c) shall apply. The purposes for which special assessments may be levied include providing funds for the upkeep, repair, restoration or improvement of the Landscape Easement Areas and common areas within Harbour Estates Subdivision as may be established from time to time within the Subdivision which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. In the event the Owner of a Lot fails to comply with the provisions of this Declaration, the Harbour Estates Homeowners Association, Ltd. may perform such task or remedy such matter and levy the cost of such performance against the Owner of such Lot and such Lot as a special assessment.

VII. Lien for Assessments. Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs, and reasonable attorneys fees in the amount of fifteen percent (15%) shall constitute a lien against the Lot upon which such assessment is levied. The Harbour Estates Homeowners Association, Ltd. may record notice of the same in the Office of the Clerk of Superior Court of Columbus County or file a suit to collect such delinquent assessments and charges. The Harbour Estates Homeowners Association, Ltd. may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein.

VIII. Architectural Standards and Architectural Standards Committee. The Declarant shall establish an Architectural Standards Committee (hereinafter referred to as the "Committee") which shall be composed of three (3) members, all of whom must be Lot Owners, and one of whom will include William A. Perreault. The Declarant reserves to itself the power to appoint the members of the Committee so long as the Declarant continues to own 71% or more of the Development Area. At such time as the Declarant no longer owns 71% or more of the Development Area, or upon notification by the Declarant to the owners of all the lots in "Harbour Estates" that it does not desire to continue to appoint the members of the Committee, the Declarant shall assign any or all of the duties, powers and responsibilities of the Architectural Standards Committee to Harbour Estates

Homeowners Association.

A. No building, fence, wall, sign (whether affixed to a building or free-standing) obstruction, outside or exterior wiring, improvement, or structure of any kind shall be commenced, installed, erected, constructed, painted, repainted, or maintained upon the property except in strict compliance with this article, until the requirements thereof have been fully met, and until the approval of the Committee has been obtained.

"Improvement" shall mean and include any improvement, change or modification of the appearance of a lot from the state existing on the date of the conveyance of such lot from the Declarant to a lot owner, to specifically include removal of existing trees and landscaping.

Driveway entrances shall be subject to the approval of the Architectural Standards Committee. Grade shall be subject to the approval of the Architectural Standards Committee.

B. The Committee shall have exclusive jurisdiction over all original construction on any lot and later changes or additions after initial approval thereof, together with any modifications, additions or alterations subsequently to be constructed on any lot or made to any improvements initially approved. The Committee shall prepare and shall promulgate architectural standard guidelines ("Guidelines") and application and review procedures ("Procedures"). The Guidelines and Procedures shall be those of the Declarant, and the Committee shall have the sole and full authority to prepare and to amend the Guidelines and Procedures. The Committee shall make the Guidelines and Procedures available to owners, builders and developers who seek to engage in the development of or construction upon the lots and who shall conduct their operations strictly in accordance therewith. Notwithstanding the foregoing, all applicable Columbus County building codes must be followed throughout construction, and nothing herein shall contravene the authority of the Columbus County Inspections Department to conduct the necessary inspections to assure compliance with the applicable building code(s).

C. Plans and specifications, including plot plans and landscaping plans, showing the nature, kind, shape, color, size, materials, and location of such improvements, alterations and the like shall be submitted to the Architectural Standards Committee for approval as to quality and design in harmony with external design of existing structures, and as to location to surrounding structures, topography and finish grade elevation. The Committee shall have the absolute and exclusive right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions and the Guidelines; if the design, color scheme or location upon the lot or lots of the proposed improvements are not in harmony with the general surroundings or adjacent structures; if the plans or specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of the real property subject to this declaration or the owners thereof. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the Architectural Standards Committee, or to rebuild in accordance with plans and specifications previously approved by the Architectural Standards Committee appointed by the Developer. Nothing contained herein shall be construed to limit the right of an owner to paint the interior of his or her dwelling in the color desired.

D. The Committee shall approve or disapprove plans, specifications and details submitted in accordance with its procedures within thirty (30) days from the receipt thereof and the decisions of the Committee shall be final and not subject to appeal or review. The Committee shall state with reasonable clarity its objections, if any it has, and shall advise the lot owner what steps or modifications are necessary to gain approval. Plans, specifications and details revised in accordance with the Committee recommendations may be re-submitted for determination by the Committee. In the event that the Committee fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same to the Committee, approval, for the purposes of this article, shall be deemed to have been given by the Committee, provided, however, that all other conditions and restrictions within these Articles shall be in full force and effect and such failure shall not constitute any waiver to any other lot owners for the enforcement of this section.

E. The Committee shall have the right to inspect all construction to insure that it is performed in strict accordance with the approved plans, specifications and details. Upon completion

of the construction in accordance with the approved plans, specifications and details, the Committee shall issue a certificate of completion to the owner.

F. Neither the Declarant nor the Committee nor any architecture agent thereof shall be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the Guidelines, nor for any structural or other defect in any design or construction of any building, structure or improvement of any kind.

G. The requirements of this Article VIII shall not constitute a lien or encumbrance on any lot on which construction is completed, and any subsequent purchaser thereof for value without notice thereof will in no way be affected by the failure of his predecessors in title to comply with the terms hereof.

H. All exterior construction and Improvement must be completed within one (1) calendar year of start date.

IX. Land Use. With the exception of common areas, no lot shall be used except for single-family residential purposes. No structure shall be erected, placed or permitted to remain on less than a numbered lot other than one (1) detached single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling. Any dwelling constructed or placed on lots **4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 20, 21, 22, 23, 24, 25, and 26** shall contain not less than seven hundred thirty (730) square feet of fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings) if said dwelling is of single story construction. If any dwelling on lots **4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 20, 21, 22, 23, 24, 25, and 26** is one and one-half (1 1/2) or two (2) stories, the dwelling shall contain not less than seven hundred thirty (730) square feet of fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings). All dwellings shall be less than ten years old when originally installed on the property unless otherwise approved by the Committee. All dwellings shall be neatly and completely underpinned. Tongues must be removed from homes.

X. Temporary Structures and Vehicle Restrictions.

A. Reserved.

B. No structure of a temporary character, and no trailer, tent, shack, garage, barn or other outbuilding shall be erected, placed or installed on any of the lots hereinabove described; provided the Architectural Standards Committee in its discretion may approve Modular Homes and Manufactured Homes and detached storage or accessory structures which in its opinion are harmonious with other housing within the Property.

C. No uninsured motor vehicle, boat, trailer, recreational vehicle (RV), camper/trailer home shall be parked in any street within the Property and shown on the map of the Property. No uninsured motor vehicle, boat, trailer, recreational vehicle (RV), camper or trailer home shall be parked, other than temporarily, upon the front or side street portion of any Lot, so as to be conspicuously viewed from any street within the Subdivision. Any such vehicle as described herein which is maintained on the property on a permanent basis shall be placed or maintained within an enclosed garage or carport or so located as to be screened and limited from view and approved by the Architectural Standards Committee. No maintenance hook ups, to include water, sewer, septic or electric, shall be allowed for any and all recreational vehicles (RV) or camper/trailer homes.

D. "Temporarily" for the purposes of this paragraph X shall mean and include fourteen (14) days or less. "Permanent" for the purposes of this paragraph X shall mean and include more than fourteen (14) days. Forty-eight (48) hours after notice has been personally delivered to the owner or owners by an agent of the association or mailed to the address of the registered owner or owners of a vehicle, parked, stored or maintained on the street or lot, in violation of the provisions of

this paragraph, the owner or owners shall be deemed to have consented to the removal of such vehicle from the Property, and the association or its agents or employees shall have authority to tow away and store any such vehicle, whether such vehicle shall belong to a lot owner, or his or her tenant, a member of his or her family, guest or invitee. Charges for such towing and storage shall be paid by the lot owner or owners responsible for the presence of such vehicle.

XI. Signs. No signs (excluding typical "for sale" and builder identification signs), billboard or other advertising structure of any kind shall be erected or maintained upon any Lot; provided, however, that construction identification signs approved by the Committee showing the lot number and name of the builder may be exhibited upon the Lot during the period of construction.

XII. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

XIII. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, nor shall rubbish, trash, garbage or other waste be kept except in sanitary containers. No garbage or any other condition conducive to the breeding of flies and rodents, or otherwise prejudicial to the health, safety, and well-being of the lot owners shall be permitted to continue on any Lot. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No outside toilet facilities may be constructed, maintained or utilized in connection with any Lot. Notwithstanding the foregoing, temporary toilet facilities may be utilized during the construction and/or improvement of any Lot as set forth herein during the time periods allowed for construction and/or improvement.

XIV. Easements for Utilities, Drainage Facilities, and Right of Entry for Repair, Maintenance and Reconstruction.

A. Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved as shown on the recorded plat of said subdivision or as will be recorded.

B. Each Lot Owner shall have an easement and right of entry upon any adjacent Lot of any other owner to the extent reasonably necessary to perform repairs, maintenance or reconstruction of any portion of such Lot Owner's building or permitted improvement. Any such repair, maintenance or reconstruction shall be done expeditiously, and, upon completion of the work, the Lot Owner performing such work shall restore the adjoining Lot to as near the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.

XV. Drainage. The owner or the building contractor will provide for drainage of each lot by way of pipes, drains, ditches, swales, or berms. The owner of each lot shall not allow any such pipe, drain, ditch, swale, or berm to be obstructed, retarded or altered in any manner which will interfere with drainage or in any manner which will affect any other lot. Further, the owner of each lot shall have the duty to maintain and keep clean and clear the drainage pipes, drains, ditches, swales, or berms located on his lot.

XVI. Underground Utilities. Electrical service, water, sewer (if applicable), cablevision, and all other utility services shall be required to be underground from the street to the dwelling.

XVII. Required Maintenance. All Lots, together with the exterior of all improvements located thereon shall be maintained in a neat, attractive and safe condition by their respective owners. Such maintenance shall include, but shall not be limited to painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks, fencing and other exterior improvements. Declarant may, after sixty (60) days' notice to any owner, take all necessary steps to assure compliance with this required maintenance and may assess the owner with the expense incurred in the nature of special assessment as set forth in Paragraph VII hereinabove.

XVIII. Animals. No Lot Owner shall raise, breed, keep, or permit any animals, livestock, or

poultry of any kind on any lot, with the exception of cats, dogs, or other usual and common household pets, provided that said pets are not kept, bred, or maintained for any commercial purpose, are not permitted to roam free, and do not endanger the health of the owners of other lots. All dog houses and fences require prior written approval of the Architectural Standards Committee.

XIX. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

XX. Setbacks. No above-ground structure (except approved fences or walls) may be constructed or placed on any lot except within the minimum building setback lines as set forth by Columbus County, if any, and approved by the Architectural Standards Committee. Notwithstanding the foregoing, no above-ground structure may be placed on any lot closer than ten (10) feet to any side boundary line nor be placed on a lot any closer than twenty-five (25) from the Harbour Drive right of way.

XXI. Buffer. The lot owners of those certain lots which are visible from Lester Watts Road (SR 1129) shall maintain at all times a visually opaque and obscuring buffer such that the Nudist aspect of this Subdivision shall be preserved with regard to the view from Lester Watts Road into this Subdivision. This buffer must comply with any and all Columbus County ordinances and setbacks as set forth herein.

XXII. Annexation. Declarant, their heirs or assigns, shall not bring suit or participate in a suit in any court of competent jurisdiction whose object is to prevent or delay annexation of the Subdivision or any part of the Development Area by the City of Tabor City.

XXIII. Time. These covenants are to run with the land and shall be binding on all persons, firms and corporations acquiring title to any of the aforementioned lots for a period of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless any instrument signed by eighty per cent (80%) of the owners of the lots has been recorded in the office of the Register of Deeds of Columbus County, agreeing to change said covenants in whole or in part.

XXIV. Enforcement. Enforcement of these restrictions and conditions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or condition, either to restrain violation or to recover damages therefor.

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

XXVI. Waiver. No provision contained in this Declaration shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any Person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

XXVII. Variances. The Declarant in its discretion may allow reasonable variances and adjustments of these Restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this document. To be effective, a variance hereunder shall be recorded in the Columbus County Register of Deeds Office; shall be executed on behalf of Declarant; and shall refer specifically to this Declaration.

XXVIII. Captions. The captions preceding the various Articles of these Restrictions are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of these Restrictions. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed. Throughout this Declaration references to the masculine shall be deemed to include the feminine, the

feminine to include the masculine and the neuter to include the masculine and feminine.

XXIX. Assignability of Rights and Liabilities. Declarant shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing or reserved to it by this Declaration. Following any such disposition, Declarant in no way shall be liable or responsible to any party with regard to any such right, interest or liability or any claim or claims arising out of same in any manner.

XXX. Liberal Construction. The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of Lots and buildings governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements administered by the Declarant with each Owner entitled to and burdened with the rights and easements equivalent to those of other Owners.

XXXI. Reservation for Future Expansion. Declarant shall have the right, at its election, without the consent of any owner or owners, to bring within the coverage and operation of these Restrictions additional Development Area. The addition to the property authorized and covered hereby shall be made by filing of record in the Office of the Register of Deeds of Columbus County, North Carolina, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or appropriate in the sole judgment of the Declarant to reflect the different character, if any, of the added properties and as are not inconsistent with the plan, intent and spirit of this Declaration.

XXXII. Planned Community Act. This Declaration (and the Subdivision it creates) is made subject to the North Carolina Planned Community Act, Chapter 47F of the General Statutes of North Carolina, (hereinafter, the "Act"). Should any provision of this Declaration vary from any required provision of the Act, as the Act is amended from time to time, the required provision of the Act shall control. To the extent the provisions of the Act permit variance therefrom, the provisions of this Declaration shall control.

IN WITNESS WHEREOF, the said Declarant has caused this instrument to be duly executed, the day and year first above written.

COVENTRY CLUB & RESORT, INC.

By: William A. Perreault
William A. Perreault, President

STATE OF NORTH CAROLINA

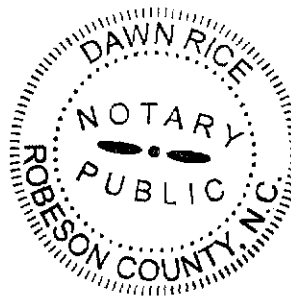
COUNTY OF COLUMBUS

I, the undersigned Notary Public of the County and State aforesaid, certify that WILLIAM A. PERREAULT, personally came before me this day and acknowledged that he is the President of COVENTRY CLUB & RESORT, INC., and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this the 16th day of April, 2010.

Dawn Rice
NOTARY PUBLIC

My Commission Expires: 6-15-13



The foregoing certificate(s) of

Dawn Rice

Notar(y) ~~(ies)~~ Public (has) ~~(have)~~ been verified to have a Signature, seal or stamp, and an expiration date. This instrument and this certificate are duly registered at the Date and time and in the book and page shown on the First page thereof.

Kandance H. Whitehead, REGISTER OF DEEDS FOR COLUMBUS COUNTY

By: Tamika N. Bruse, Deputy ~~Assistant~~ Register of Deeds

ret to: Martin Scott