

ARTICLES OF INCORPORATION
AND BYLAWS
FOR
BRUNSWICK PLANTATION
PROPERTY OWNERS ASSOCIATION, INC.

Prepared by
Mason H. Anderson
Anderson & McLamb
Attorneys at Law
Shallotte, NC 28459

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MASTER DECLARATION AND
DEVELOPMENT PLAN
FOR
BRUNSWICK PLANTATION

Prepared by
Mason H. Anderson
Anderson & McLamb
Attorneys at Law
Shallotte, NC 28459

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MASTER DECLARATION AND DEVELOPMENT PLAN
FOR
BRUNSWICK PLANTATION

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MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BRUNSWICK PLANTATION

This Declaration of Covenants, Conditions and Restrictions for Brunswick Plantation is made this the 12th day of April, 1991 by Caw Caw Land Corporation, a North Carolina Corporation, hereinafter referred to as the "Declarant" or Caw Caw.

R E C I T A L S

Caw Caw is the Owner of approximately 600 acres of property which is hereinafter referred to as The Property located near Calabash, North Carolina. Caw Caw desires to subject The Property to the provisions of this Master Declaration and to develop The Property under the project name of Brunswick Plantation and to provide a method for the administration and maintenance of The Property; and

Caw Caw intends to provide a Club House, a Swimming Pool and Tennis Courts to be owned, operated and maintained by Brunswick Plantation Property Owners Association, Inc., a non-profit corporation, created by the Declarant; for the purpose of owning the Common Areas and carrying out the maintenance function as contained in this Master Declaration; and

It is anticipated by Caw Caw that the Common Areas shown on the various maps of The Property subject to this Master Declaration will be conveyed by Caw Caw to Brunswick Plantation Property Owner's Association, Inc.; and

Caw Caw desires; (1) to provide for the preservation of the values and the amenities in the communities subject to this Master Declaration and for the maintenance, repair, replacement and administration of the Common Areas and the facilities located thereon and (2) to establish the classes of persons entitled to use of the Common Areas and their respective rights and obligations relative to such use and the payment of their respective shares of the costs of maintenance, repair, replacement and administration.

NOW, THEREFORE, Caw Caw does hereby declare that all of The Property together with any Additional Property which may hereafter be added by amendment to this Declaration shall be held, transferred, conveyed, occupied and used subject to the following Easements, Covenants, Conditions, Restrictions, Liens and Charges which shall run with the title to the real property and which shall be binding upon and inure to the benefit of all of the parties having any right, title or interest in the above described properties, their heirs, successors and assigns.

ARTICLE ONE
DEFINITIONS

The following words when used in this Master Declaration shall have the following meaning:

1. "Architectural Standards Committee" shall mean the committee appointed by the Board for the purpose of establishing and enforcing the architectural standards of the project. The Committee shall consist of not less than three (3) nor more than five (5) persons.

2. "Articles" means the Articles of Incorporation of Brunswick Plantation Property Owners Association, Inc., a copy of which is attached hereto as Exhibit 1.

3. "Assessment" shall mean an Owner's share of the common expense or charges as established by the Association.

4. "Association" shall mean the Brunswick Plantation Property Owners Association, Inc., a not-for-profit corporation whose purpose is to administer The Property which is subject to this Master Declaration.

5. "Board" or "Board of Directors" means the Board of Directors of the Association.

6. "Bylaws" shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit 2.

7. "Common Areas" shall mean all real and personal property: (a) Designated and shown in writing and/or on a plat by the Declarant as Common Areas; (b) Conveyed to the Association for the use and benefit of the Association; (c) Held by Caw Caw for the benefit of the Association. Such real property may include for example roads, driveways, walkways, any rights-of-way reserved to the Association, open spaces (both landscape and natural), lagoons, lakes or ponds.

Nothing contained in this definition shall limit the type of personal property which may be owned by the Association and constitute Common Areas.

8. "Common Expenses" shall mean all expenditures made by the Association in carrying out its duties together with all funds assessed by it for the creation and maintenance of reserve funds under this Master Declaration.

9. "Declarant" shall mean Caw Caw Land Corporation, a North Carolina Corporation with offices at Calabash, North Carolina, its successors and assigns. The Declarant may assign or pledge any or all of its rights reserved under the land use documents through an assignment or in an instrument of conveyance or assignment.

10. "Master Declaration" shall mean this document which includes the Covenants, Conditions and Restrictions for Brunswick Plantation together with all amendments which may be filed in the office of the Register of Deeds, Brunswick County, North Carolina.

11. "The Property", "Development" or "Project" shall mean the property described in Deed Book 800 at Page 501, Deed

Book 817 at Page 150, Deed Book 818 at Page 675, Deed Book 775 at Page 1085, Deed Book 783 at Page 960, and Deed Book 828 at Page 777, together with all improvements located or constructed thereon. It shall also refer to any Additional Property which may hereafter be made subject to this Master Declaration.

12. "Dwelling, Living Unit" shall mean any Dwelling quarters whether in a Detached Single-Family residential building or in a building containing more than one residential unit attached to each other.

13. "Lot" shall mean a space on the earth's surface to be used exclusively for a Single-Family Detached Dwelling. A parcel of land shall be deemed to be a Lot rather than a Dwelling until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon completion of the building, the parcel and the improvements shall collectively be considered a Dwelling for purposes of this Master Declaration.

14. "Member" shall mean every person or entity who is an Owner of (a) a Lot, (b) a Dwelling and (c) the Recreational Amenity or other separate Business Entity situated in the Development provided that any such person or entity who holds interest merely as security for the performance of an obligation shall not be a Member.

15. "Multi-Family Areas" shall mean those areas restricted to the erection of Attached Dwelling Units.

16. "Occupant" shall mean any person including without limitation any Owner, guest, invitee, lessee, tenant, renter or family member of an Owner occupying or otherwise using a Dwelling within the Development.

17. "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title or contractual equitable title to any Lot or Dwelling Unit in The Project; provided however, notwithstanding any theory of the mortgage, shall not mean or refer to the mortgagee, unless and until such mortgagee has acquired title pursuant to foreclosure or in any proceeding in lieu of foreclosure. An Owner is also a Member and these terms may be used interchangeably in this document.

18. "Person" shall mean a Natural Person, Corporation, Partnership, Association, Trust or other legal entity, or any combination thereof.

19. "Recreational Amenity" shall mean the Golf Course(s) and its (their) Associated Club House, Pro Shop, Driving Range, Restaurant, and Lounge which are operated on a fee or charge basis as ongoing Business Entities.

20. "Rules" shall mean any and all regulations of the Association promulgated by the Board pursuant to its power under this Master Declaration or any other land use document.

21. "Single-Family Detached Dwelling Area" shall mean those areas restricted to the erection of Single Family Detached Dwellings on the Lot.

22. "Supplemental Declaration" shall mean a Declaration filed by Caw Caw or any other Developer for a parcel of property located in the Development establishing Covenants, Conditions and Restrictions for that particular parcel of property. Supplemental Declarations will be filed for the Single-Family Areas and also for the Multi-Family Areas.

ARTICLE TWO
PLAN OF DEVELOPMENT

Section 1. THE DEVELOPMENT PLAN: Caw Caw is planning and is in the process of constructing a Residential/Resort subdivision with some areas being restricted to Single-Family Detached Dwellings and some areas restricted to Multi-Family Attached Dwellings which may be rented on a temporary basis and some areas devoted to commercial uses, such as (but not limited to) Golf Course(s), Driving Range(s), Pro Shop(s), Restaurant(s), Lounge(s), Hotel(s), Motel(s), Retail Shop(s) and Rental/Real Estate Sale Offices. These commercial facilities shall be open for use to the Occupants of the Plantation and members of the public on a fee or charge basis.

A non-profit Property Owners Association will own, manage, and maintain the Common Areas of the Plantation, which will include a Private Property Owner's Club House, Swimming Pool, Tennis Courts, as well as the streets. The P.O.A. will collect the fees necessary to carry out these functions and in addition it will have authority to enforce the provisions of this Declaration which includes Architectural and Landscape approval.

The construction of the Private Club House, Swimming Pool, and Tennis Court Complex, which will constitute a part of the Common Areas will be keyed to the number of Dwellings in the Development with construction to commence not later than the construction on the 50th Dwelling Unit on The Property.

Section 2. SUPPLEMENTAL DECLARATIONS: Supplemental Declarations shall be filed for the various residential modules prior to conveyance of the first Lot or Dwelling Unit in the module as shown on a recorded plat. The Supplemental Declarations shall be subordinate to this Master Declaration. A plat of the areas to which the Supplemental Declaration applies shall be filed preceding or simultaneously with the Supplemental Declaration. The plat for such area shall clearly show the Common Areas, if any, located thereon. Supplemental Declarations shall set forth such additional Covenants and Restrictions as the Declarant deems appropriate for such areas; provided no provision shall be inconsistent with the provisions of this Master Declaration.

Section 3. RECREATIONAL AMENITY: The Declarant reserves for itself, its successors and assigns the absolute right to develop, within The Property, or any additions thereto,

Recreational Amenities as ongoing business operations for the benefit of Occupants of the Development, the Declarant (its successors or assigns), including, in the sole and absolute discretion of the Declarant (its successors or assigns), members of the general public on a fee or charge basis. The Recreational Amenities are not a part of the Common Areas and facilities. No Lot or Dwelling Owner shall obtain any right, title or interest, either equitable or legal, in any of the Recreational Amenities by reason of his purchase of such Lot or Dwelling.

Section 4. THE WATER AND SEWER SYSTEMS: Caw Caw, its affiliates, successors or assigns may (but is not obligated) retain ownership of the water and sewer facilities serving the development, including all lines, pumps, pipe, water towers or tanks, or other systems related thereto which are located within the Development and which are not a portion of a Lot or Dwelling or Recreational Amenity. Should Caw Caw retain ownership of these systems, it shall operate them pursuant to authority granted by the North Carolina Public Utilities Commission and it shall charge fees for such services as approved by that regulatory authority. Notwithstanding the foregoing, however, Caw Caw, its affiliates, successors or assigns owning such facilities shall have the right, but not the obligation, at any time to convey all or any part of the systems to either the Association as a portion of the Common Areas or to any public or private utility or governmental entity for operation.

Once central water and/or central sewer services are available for use to any Lot or parcel in the Development, these services must be utilized and any private water well or sewer system must be immediately discontinued as the source of these services. Notwithstanding the foregoing, however, a private water well may be used for irrigation of landscaping on the Lots, but for no other purpose.

Section 5. NOTICE: Every purchaser of a Lot, Dwelling or Recreational Amenity shall purchase and hold title thereto with notice of Declarant's Plan of Development as herein set out.

ARTICLE THREE
PROPERTY SUBJECT TO THIS MASTER DEVELOPMENT PLAN

Section 1. APPLICABILITY: This Master Declaration shall apply to the property described in Deed Book 800 at Page 501, Deed Book 817 at Page 150, in Deed Book 818 at Page 675, in Deed Book 775 at Page 1085, in Deed Book 783 at Page 960, and in Deed Book 828 at Page 777 of the Brunswick Registry. New areas may be added to the subdivision and subjected to this Master Development Plan by the Declarant by:

(a). Filing a map showing the Common Areas together with a Supplemental Declaration which recites that the area and lots shown on the map are subject to this Master Declaration and the Supplemental Covenants and Restrictions which may apply only to that particular area as contained in the Supplemental Declaration.

(b). Any new area which is added to the

Development pursuant to this Article must be located contiguous to The Property presently constituting the subdivision as above described.

ARTICLE FOUR
MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and Agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot or Parcel to which these Restrictions are made applicable and are intended to create mutual, equitable servitudes upon each of said Lots in favor of each and all of the other Lots therein; to create reciprocal rights between the respective owners of all said Lots; to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and shall operate as Covenants running with the land for the benefit of each and all other Lots in the subdivision and their respective Owners.

ARTICLE FIVE
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. OCCUPANTS AND EASEMENTS OF ENJOYMENT IN THE COMMON AREAS: Subject to the provisions of Section 3 and any additional provisions of this Master Declaration, every Occupant, shall have a permanent and perpetual easement for the use and enjoyment of the Common Areas and each Easement shall be appurtenant to and shall pass with title to every Lot or Dwelling Unit for the Occupants of such Lot or Dwelling. Such Easement of Enjoyment shall include but not be limited to the Occupants' right of ingress and egress over the streets, roadways and walkways over the Common Areas for the purpose of access to the Occupant's Lot or Dwelling Unit.

Section 2. TITLE TO THE COMMON AREAS: The Declarant may (but is not obligated) retain the legal title to the Common Areas until it has sold 75% of its properties subject to this Master Declaration. Notwithstanding any other provision herein, however, the Declarant hereby covenants for itself, its successors and assigns that it will (not later, than the time it has closed the sale on 75% of its property subject to this Declaration) convey by Warranty Deed, at no cost to the Association, and the Association for itself, covenants that it will accept a conveyance of all of the Common Areas free and clear of all liens and encumbrances except this Master Declaration.

Section 3. LIMITATION OF OCCUPANTS' EASEMENTS: The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of maintenance, repair and improvement of the Common Areas and in aid thereof to mortgage such properties.

(b) The right of the Association to set specific charges for the use and maintenance of the Common Areas; and

(c) The right of the Association as provided in its Articles and Bylaws to suspend the enjoyment rights of any Occupant for any period during which any assessment on his Lot or Dwelling remains unpaid, or for a period that may be determined by the Board of Directors for any violation of this Master Declaration, the Association's Articles, Bylaws or published Rules and Regulations; provided, however, that the right of an Occupant of ingress and egress over the streets shall not be abrogated; and

(d) The right of the Declarant and the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purpose; and

(e) The right of the Declarant, without approval of the Association, or any Owner to add to or delete part of the Common Areas and to dedicate easements and rights-of-way over the Common Areas in accordance with the terms of this Master Declaration; and

(f) The right of the Association to adopt and enforce, at any time, Rules and Regulations governing the use of the Common Areas and all facilities situated thereon. Any Rules and/or Regulations so adopted shall apply until rescinded or modified the same as if originally set forth at length in this Master Declaration.

Section 4. EASEMENT FOR GOVERNMENTAL, HEALTH, WATER, SANITATION AND EMERGENCY SERVICES: A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purpose of ingress and egress over the Common Areas. Caw Caw further reserves an easement over the Common Areas as needed for the installation, maintenance and operation of the central water and sewer systems which will serve the Development.

Section 5. RECREATIONAL AMENITY: Ownership of a Lot or Dwelling Unit confers no ownership, either legal or equitable, in any Recreational Amenity. The Declarant intends to operate the Recreational Amenities as ongoing business enterprises for profit in such manner as the Declarant in its sole discretion may determine; however, it is intended that these Recreational Amenities may be used by the Owners (Occupants), as well as members (in the discretion of the Declarant) of the general public. Caw Caw reserves the right to sell any of the Recreational Amenities to any other person or legal entity to be operated as ongoing business enterprises. The Owner of the Recreational Amenity(ies) shall set the charges and establish the terms and conditions under which an Owner of a Lot or Dwelling in the Development may use these facilities. The Recreational Amenities which are shown on the land use plan are the initial Recreational Amenities which are subject to this Master Declaration. They are hereby designated as the Recreational Amenities and include one 18 hole Golf Course, Driving Range and attendant Club House and related facilities. Caw Caw reserves

the right to add additional Recreational Amenities to The Project and operate them as ongoing business enterprises as it deems desirable.

Section 6. EASEMENT FOR DECLARANT: The Declarant reserves to itself, its successors and assigns over, through, under, and across the Common Areas the right of temporary roads, utility services and drainage systems as are necessary in its sole discretion for the proper development and administration of The Project.

Section 7. CHANGES IN BOUNDARIES; ADDITIONS TO DESIGNATED COMMON AREAS: Declarant expressly reserves for itself and its successors and assigns the right to change and realign the boundaries of any designated Common Areas within the Development, and to make additions thereto.

Section 8. EASEMENTS FOR UTILITIES: There is hereby reserved for the benefit of the Declarant, the Association, any public utility or governmental unit providing services in the Development, and their respective successors and assigns an Easement upon, over, under and across (a) all of the Common Areas (b) all portions of the Multi-Family Areas on which Dwellings are not constructed or erected and (c) All land located within 10 feet of any Lot line as shown on all plats of record, for the purpose of installing, replacing, maintaining and operating all utilities.

Section 9. MAINTENANCE EASEMENT: The Declarant reserves for itself and the Association and their respective agents and employees an Easement to enter upon any Lot or unimproved portion of any Dwelling, or Multi-Family Area for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash therefrom so as to maintain reasonable standards of health, fire safety and appearance within the Development. This reservation shall not impose any duty or obligation upon the Declarant or the Association to perform any such action. Furthermore, the Declarant hereby reserves for its benefit and that of the Associations an Easement but not obligation to enter upon any unimproved portion of any Lot, Dwelling or Multi-Family Area which is located within thirty feet from the waters edge of any lagoon, pond, water course and waterway, whether natural or man made, within the Development for the purpose of maintaining such area and keeping the area clear and free from unsightly growth and trash and the maintenance of reasonable water quality standards.

Section 10. ENVIRONMENTAL EASEMENTS: Declarant reserves for its benefit and the Association and their respective agents and employees an Easement on, over and across all Lots and all unimproved portions of Dwellings and Multi-Family Areas for the purpose of taking any action necessary to effect compliance with environmental rules, regulations and procedures promulgated or instituted by the Board of Directors or by any Governmental Entity, such Easement to include, without limitation, the right

to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and herbicides within the Development.

Section 11. IRRIGATION AND WASTE WATER EASEMENTS:

There is hereby reserved for the benefit of the Declarant and the Owner of the Golf Course, their affiliates, agents, employees, successors and assigns a permanent exclusive easement and right (a) to pump water from the lagoons, ponds, waterways, basins, water dependant structures and other bodies of water located in the Development for the purpose of irrigating any portion of the Development including the Golf Course, and (b) to drill, install, locate, maintain and use wells, pumping stations, water towers, filtration basins and tanks and related water facilities and systems within the Common Areas and/or lands within The Property owned by the Declarant. Except as herein contained the pumping of any water from any lagoon, pond, lake or body of water for any purpose other than fire fighting is prohibited without express written permission of the Declarant. In addition, there is hereby reserved for the benefit of the Declarant, the Association or any public or private utility company or municipality which is providing sewer service to the Development, their affiliates, agents, employees, successors and assigns, a permanent exclusive easement and the right to discharge waste water into designated lakes, ponds, lagoons, waterways, basins, water dependant structures and other bodies of water within the Development as approved by the North Carolina Division of Environmental Management.

Section 12. ENTRY BY GOLFERS: Each Lot, Dwelling and Multi-Family Area adjacent to a golf fairway or green is hereby made subject to an Easement in favor of the registered golf course players to enter upon such property to remove a golf ball or to play the golf ball. Once a residential unit is constructed on such property this easement shall be limited to the recovery of the golf ball. This Easement is for pedestrian access only and the player shall not use a golf cart or other vehicles for the purpose of entry on any such adjoining property nor shall such player commit a nuisance while on such property.

Section 13. ENCROACHMENTS: No encroachment shall be erected upon any pond, lagoon or other body of water within or adjacent to the Development unless specifically permitted by the Declarant or the Architectural Standards Committee.

ARTICLE FIVE

MEMBERSHIP, VOTING RIGHTS AND TURNOVER

Section 1. MEMBERSHIP: Every person or entity who is an Owner of (a) a Lot, (b) a Dwelling, (c) any Recreational Amenity and (d) any other separate Business Entity situated in the Development shall be a member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a member.

Section 839. 702 VOTING RIGHTS: The Association shall have three (3) classes of voting membership;

(a) Class "A"

Class "A" Members shall be all those Owners as defined in Section 1 of this Article with the exception of the Declarant, the Owner of the Recreational Amenity and the Owner of any other separate Business Entity. Class "A" Members shall be entitled to one vote for each Lot or Dwelling Unit in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot or Dwelling Unit, all such persons shall be members and the vote for such Lot or Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling Unit. The Bylaws may establish procedures for voting when the title to a Dwelling Unit or Lot is held in the name of a corporation or more than one person or entity.

(b) Class "B"

Class "B" Member(s) shall be the Owner(s) of (1) the Recreational Amenity and (2) any other separate Business Entity. The Owner of The Recreational Amenity shall be entitled to 50 votes. Should there be any separate Business Entity(ies) built and operated as an ongoing business enterprise on The Property, the Declarant shall have the right to assign the number of votes in the Association to such entity, provided such assignment shall be made in good faith by the Declarant. The Declarant is the Owner of the Recreational Amenity and so long as it retains ownership of the Recreational Amenity, the votes assigned to the Recreational Amenity shall be added to the votes allocated to the Declarant under Class "C".

(c) Class "C"

The Class "C" Member is the Declarant. The Class "C" Member shall be entitled to three votes for each Lot or Dwelling Unit in which it holds the interest required for membership by Section 1; provided that The Class "C" membership shall cease and become converted to Class "A" membership on the happening of the earlier of any of the following events:

1. When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "C" membership; or

2. At any earlier time that the Declarant, in its sole discretion, voluntarily converts its Class "C" membership to Class "A" membership; or

3. On December 31, 2005, if not sooner converted under (1) or (2).

From and after the happening of the earlier of these events, the Class "C" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot or Dwelling Unit in

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which it holds the interest required for membership under Section 1.

Notwithstanding any provision in paragraph (1), (2), or (3) of this subsection (c) to the contrary, the Declarant shall have the right to appoint the Board of Directors (who need not be members of the Association) until the occurrence of either of the following events:

1. Ninety days after the Declarant no longer holds the title to 25% of the Development; or
2. The Declarant relinquishes its right described in clause one of this sentence.

Upon the occurrence of either (1) or (2) in the preceding sentence, then the existing members shall be obligated to elect the Board and assume control of the Association.

Section 3. TURNOVER: Within ninety (90) days after the happening of the events described in paragraph C (1), (2) or (3) of section two of this Article 5, the Association shall conduct a special meeting of the membership, hereinafter called the Turnover Meeting, for the purpose of electing officers and directors, provided, however, that so long as the Declarant is the Owner of one Lot or Dwelling Unit governed by the Association, the Declarant shall be entitled to appoint at least one member to the Board of Directors.

ARTICLE SIX COVENANT FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: Except as hereinafter more fully provided, the Declarant for each Lot, Dwelling Unit, Recreational Amenity or separate Business Entity owned by it (exclusive of the real estate sales and rental office serving the Development) which is subject to this Master Declaration hereby covenants and each Owner of any Lot, Dwelling Unit Recreational Amenity or separate Business Entity by acceptance of a deed therefore, whether or not it shall be so expressed in the particular deed of conveyance shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments and (2) Special Assessments for capital improvements and other assessments to be fixed established, and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Each Member expressly covenants, by acceptance of a deed, that liens may be placed against the Owner's Lot, Dwelling Unit, Recreational Amenity or separate Business Entity for nonpayment of Assessments.

Section 2. PURPOSE OF ASSESSMENTS: The assessment levied by the Association for Common Expenses shall be used exclusively for the general purposes of promoting the recreation,

health, safety, welfare, common benefits and enjoyment of the Owners and Occupants of the Development and maintaining the Development and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors. The Common Expenses to be funded by the annual assessments may include but shall not necessarily be limited to the following: (a) management fees and expenses of administration; (b) utility charges for utilities serving the Common Areas and charges for other common services for the Development including trash collection and security services if any such services or charges are, in fact, paid by the Association; (c) the cost of insurance coverage as the Board of Directors determine to be in the interest of the Owners; and (d) the expenses of maintenance, operation and repair of the Common Areas as these facilities are described in the Definition Section of this Master Declaration; (e) the expenses of the Architectural Standards Committee which are not defrayed by plan review charges; (f) any ad valorem or personal property taxes assessed or levied against the Common Areas; (g) the expense of maintenance, operation, repair and reconstruction of any and all roadways, pathways, trails, lagoons, waterways and landscaped areas within The Property which have not been conveyed to the Association; and (h) all expenses associated with providing security services to the Development; and (i) the establishment and maintenance of a reasonable reserve fund for maintenance, repair and replacement of the Common Areas to cover emergency repairs as a result of casualties which are not covered by insurance and to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments; and (j) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses. Planned Unit Development Associations or Condominium Associations shall be the collecting agents for and on behalf of the Association where such organizations exist and will collect all annual assessments and special assessments as fixed by the Association.

Section 3. DATE OF COMMENCEMENT OF "ANNUAL ASSESSMENTS"; DUE DATE; ASSESSMENT PERIOD: The annual assessment provided herein for Class "A" Members shall commence upon conveyance of a Lot or Dwelling to a Class "A" Member. The annual assessment for the Class "B" membership shall commence on the first day of the month following the date the Recreational Amenity or separate Business Entity is open and operating as an ongoing enterprise. Once the assessment period has commenced the assessments shall thereafter be due on the first day of every assessment period as this term is defined in the Bylaws of the Association. There is no commencement date for assessments for the Class "C" Member.

Section 4. BASIS AND AMOUNT OF THE ANNUAL ASSESSMENTS: The total annual assessments shall be divided among the Lots, Dwellings, Recreational Amenities and separate Business Entities as follows: The Class "A" Members shall pay an annual assessment, which beginning in the year 1991 shall be not less than \$192.00 for each Lot or Dwelling Unit. The Board is granted the right to assess a larger amount based on the actual costs in carrying out its duties for the year 1992. The annual

assessments for each Dwelling Unit or Lot commencing in the year 1993 may be increased in proportion to the greater of either 10% of the assessment for the previous year or by the percentage increase, if any, for the then current year in the Consumer Price Index (ALL URBAN CONSUMERS (CPI-U), 1982 - 1984 = 100, as published by the U.S. Bureau of Statistics). When the private Club House, Swimming Pool and Tennis Court Complex, which is a part of the Common Areas is added by the Declarant, the limitation on assessment increase will be waived in order to allow these extra charges to be included in the annual budget. Once these additional charges are absorbed into the annual assessment, the assessment cap shall apply to future years, unless some additional common facilities requiring adjustment is added, in which event the cap will be waived for the year of such addition. The cap on assessments shall terminate upon Turnover to the Association as described in Article Five, Section III.

The Class "B" Members shall pay an Assessment determined by multiplying the number of votes assigned to them times the assessment for an individual Dwelling or Lot.

Until the time of Turnover the Class "C" Member (Declarant) shall not pay any Annual or Special Assessment; however, the Declarant shall pay the difference in cost between the sum of all Annual Assessments collected from Class "A" and Class "B" Members and the actual cost of operation of the Association. After Turnover, the Declarant shall be obligated to pay 20% of the Annual Assessment on any Dwelling or Lot owned by it. Notwithstanding any other provision to the contrary in this Master Declaration, the Declarant may at any time commence paying assessments as to Dwelling Units or Lots owned by it and thereby automatically terminate its obligation to fund deficits, but at any time thereafter the Declarant may again elect to follow the procedure specified in the preceding sentence.

Section 5. SPECIAL ASSESSMENTS: In addition to the Annual Assessment authorized by this Article Six, the Board 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 construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment. The Declarant shall not be obligated to pay a Special Assessment levied on any Dwelling Unit or Lot owned by it.

Section 6. CHANGE IN BASIS MAXIMUM AMOUNT OF THE ANNUAL ASSESSMENT: Subject to the limitations of section 4 and for the periods therein specified, the Board may change the maximum and basis of the Assessment fixed by Section 4 for any such period, provided that written notice containing a copy of the newly adopted budget outlining the Assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change.

Section 7. DUTIES OF THE BOARD OF DIRECTORS: The Board of Directors of the Association shall prepare a roster of Members and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Written notice of the Assessment for each assessment year shall be sent to every Member subject thereto at least thirty (30) days prior to the commencement of the Assessment Year.

The Association shall, upon demand at any time, furnish to any Member liable for an Assessment a certificate in writing signed by an officer of the Association setting forth whether the Assessment has been paid. The certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION; LATE FEES; RESALE CERTIFICATE: If an Assessment is not paid on the date when due (being the dates specified in Section 3 and Section 5 hereof), then it shall become delinquent and shall, together with interest thereon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, unless the Seller obtains from appropriate officers of the Association at closing, a certificate attesting to the fact that all Assessments are paid and present such certificate to the purchaser at closing, the purchaser shall be conclusively presumed to have assumed such past due Assessments and shall also become forthwith liable therefore. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. If the Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the rate established by the Board of Directors not to exceed the maximum legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding Assessment and/or bring an action to foreclose the lien against The Property; and there shall be added to the amount of such Assessment all costs of collection, including, but not limited to the cost of preparing and filing the complaint in such action, the cost of any and all attorneys' fees incident to collection whether or not suit is brought, including attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the Assessments as provided above and a reasonable attorneys' fee to be fixed by the Court, together with costs incident to the action.

In addition to the foregoing remedies, the Board of Directors may assess a "Late Fee" of ten percent (10%), compounded annually, on the delinquent Assessment for each Annual or Special Assessment which is more than ten (10) days delinquent, for the purpose of helping defray collection costs.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES:

The lien for the Assessment provided for in this Declaration shall be subordinate to the lien of any mortgage now or hereafter placed upon an Owner's property subject to assessment; unless such Assessment is secured by a Claim of Lien that is recorded prior to the recording of such mortgage.

ARTICLE SEVEN
MAINTENANCE

Section 1. OWNER'S RESPONSIBILITIES: Maintenance and repair of Lots, Dwellings, Recreational Amenities and other separate Business Entities, together with all improvements thereon and all lawns, landscaping and grounds shall be the responsibility of the Owner or Multi-Family Association with responsibility thereof. Each Owner or Multi-Family Association shall maintain its Lot, Dwelling or Recreational Amenity in a neat, clean and sanitary condition. Such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings and other structures as well as lawns, trees, shrubs, hedges, grass and other landscaping. Each Owner or Multi-Family Association with responsibility shall also be obligated to pay for any costs incurred by the Association for carrying out this responsibility if the Owner fails reasonably to do so. Except for the Declarant or the Owners of any Recreational Amenities, no Owner or Multi-Family Association shall decorate, change or otherwise alter the appearance of any portion of the exterior of any Dwelling or building or the landscaping, grounds or other improvements unless such decoration, change or alteration is first approved in writing by the Architectural Standards Committee as hereinafter established.

Section 2. ASSOCIATION RESPONSIBILITIES: Unless otherwise provided, the Association shall maintain and keep in good repair the Common Areas including any improvements or structures located thereon and in addition it may provide lawn and landscaping maintenance in any area provided that the Supplemental Declaration for such area requires the Association to provide this service. No diminution or abatement of assessments, fees or charges, however, shall be claimed or allowed by any Owner by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by it under this Declaration.

In the event the Board determines that any Owner or responsible Multi-Family Association has failed or refused to carry out its duties under this Article, the Association may take such action as is necessary to restore the property to the conditions required under this Article. Entry upon any property for this purpose by the Association, its agents or employees shall not be deemed a trespass. Except in emergency situations; however, the Association shall give such Owner or responsible Multi-Family Association 15 days notice prior to its entry on the premises to perform such work. This right in favor of the Association shall not, however, impose any obligation upon the Association to undertake any particular corrective action. In

the event the Association does, however, take any corrective action as regards any property, the Owner thereof shall promptly reimburse the Association for all costs and expenses incurred in such corrective action.

ARTICLE EIGHT
INSURANCE AND CASUALTY LOSSES

Section 1. PROPERTY AND CASUALTY INSURANCE: Property and casualty insurance on the Common Areas shall be maintained through the Association in an amount equal to the maximum insurable value thereof. The Association shall also purchase such other insurance as may be necessary on the Common Areas for the purpose of properly protecting the Association. The Association may also purchase liability insurance covering the Association's Directors and Officers.

Section 2. PREMIUMS: The premiums for all insurance policies purchased by the Association shall be deemed to be general expenses of the Association and shall be paid by the Members through the Annual Assessments as provided in this Declaration.

Section 3. DAMAGE OR DESTRUCTION TO COMMON AREAS: Should any part of the Common Areas be damaged or destroyed the Association shall cause it to be repaired or replaced if the insurance proceeds together with available reserves are sufficient to do so. If the Board determines these funds are insufficient and therefore a Special Assessment is necessary to complete the repair or replacement, then the Members of the Association shall be given notice of the amount of the Special Assessment and an opportunity to vote on the question. The Special Assessment shall be imposed by the Board unless 60% of the total Association membership votes no.

ARTICLE NINE
CONDEMNATION

CONDEMNATION OF COMMON AREAS: Should any portion of the Common Areas be taken through eminent domain or conveyed by deed in lieu of condemnation by the Association the award of proceeds made or collected by the Association shall be disbursed or held as follows: (a) to the extent practical in the discretion of the Board the funds shall be used for the replacement of the condemned facility on some other part of the Common Area; (b) if replacement at some other location within the Common Area is not feasible then these funds shall be added to the reserves held by the Association; or (c) should the Board deem the funds not necessary for addition to the reserves then these funds shall be disbursed on a pro-rate basis to the Membership of the Association.

ARTICLE TEN
ADMINISTRATION OF THE COMMON AREAS

Section 1. MANAGEMENT: The Association, subject to the rights of the Declarant and the rights and duties of the

Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements located thereon.

Section 2. DUTIES AND POWERS: The duties and powers of the Association shall be those set forth in (a) Chapter 55A of the North Carolina General Statutes as it applies to non-profit Corporations, (b) this Declaration (c) the By-Laws and (d) the Articles of Incorporation of this Corporation. Should there be conflicts or inconsistencies between any of these documents then the order of authority shall be the General Statutes, this Declaration, the Articles of Incorporation and the Bylaws. Notwithstanding any other provision in this Master Declaration to the contrary, as long as the Declarant shall own any Lot, Dwelling, Recreational Amenity or other Business Entity in the Development the Association shall not, without the consent of the Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

Section 3. AGREEMENTS: All Agreements and actions lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, successors and assigns. The Association may perform its duties and responsibilities through its Board of Directors and further shall have the authority to delegate to persons of its choice such duties as may be determined by the Board of Directors to be expedient. The Board shall have the power to employ such managers, agents and employees as necessary in its discretion to carry out its functions under this Declaration. In addition the Association may pay for and the Board of Directors may hire and contract for such legal, accounting and other professional services as are necessary or desirable in connection with the operation of the Development or enforcement of this Declaration or the Bylaws or the Rules and Regulations of the Association.

Section 4. RESTRAINT ON TRANSFER: The Shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated or transferred in any manner except to the extent that a transfer of ownership of a Lot, Dwelling or Recreational Amenity also transfers the membership in the Association which is an appurtenance to such Lot, Dwelling or Recreational Amenity.

Section 5. RULES AND REGULATIONS: The Association acting through its Board of Directors may make and enforce reasonable rules and regulations governing the use of the Lots, Dwellings, Multi-Family Areas and Common Areas. These rules and regulations shall be consistent with the rights and duties established by this Declaration.

ARTICLE ELEVEN
ARCHITECTURAL AND LANDSCAPING STANDARDS

Section 1 PURPOSE: In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and ascetically pleasing design for the Development, to protect and promote the value of the Development, the Lots,

Dwellings, Recreational Amenities, or other separate Business Entity and all improvements located therein or thereon including landscaping shall be subject to the restrictions set forth in this Article. Every Grantee of any interest to any property in the Development, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

Section 2. ARCHITECTURAL STANDARDS COMMITTEE (ASC):

The Board of Directors, at its first meeting, shall establish an Architectural Standards Committee (ASC). The ASC shall consist of not less than three (3) nor more than five (5) members. The members of the ASC shall serve at the pleasure of the Board of Directors. The ASC is authorized to retain the services of consulting architects, landscape architects, engineers, inspectors, attorneys and/or any other professionals it deems appropriate in order to advise and assist it in performing its functions under this Article. The members of the ASC may be paid a stipend or honorarium as established from time to time by the Board.

Section 3. PERMITTED IMPROVEMENTS: No improvements

of any nature whatsoever, specifically including landscaping shall be constructed, altered, added to, placed or maintained upon any part of the Development except: (a) such improvements as are approved by the Committee in accordance with this Article, or (b) any Dwelling or other improvements including Recreational Amenities or other separate Business Entities which are constructed by the Declarant, or (c) any other improvements which under this Article does not require the consent of the Committee.

Section 4. PLACEMENT OF IMPROVEMENTS:

a. Except for construction by the Declarant, all buildings, structures or other improvements shall be placed on the Lot or Multi-Family Area under the supervision of the Committee. The Committee, to assure that Dwellings and other structures will be located so that the maximum view, privacy and breezes will be available shall take into consideration the topography of each Lot and also the location of trees, vegetation, other aesthetic and environmental considerations, as well as the precise site and location of any other Dwellings or structures within the Development. Should the Committee elect to require specific set-back lines they shall be shown on (1) the plat of the Lots or parcels to which these specific requirements apply; (2) set out in the Supplemental Declaration for the area; or (3) in the written Building Criteria for the area involved. Even in those cases, where specific set-back lines are established, the Committee shall have the right, in its discretion, to grant a variance if it deems appropriate in order to protect some particular environmental or aesthetic consideration.

b. The Committee, in its discretion, may require any Owner or contractor for any planned improvement within the Development to post a payment and/or performance bond with it to assure satisfactory completion of such improvements. The bond

OF

BRUNSWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, acting as incorporator of a non-profit corporation under Chapter 55A of the North Carolina General Statutes, does hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation (hereinafter called the Association) is BRUNSWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II

The primary purposes for which the Association is formed is to carry out the functions as set out for the Association in the Master Declaration of Covenants, Conditions, Restrictions and Reservations for Brunswick Plantation.

In furtherance of such purposes, the Association shall have the power to:

(a) Perform all duties and obligations of the Association as set forth in the Master Declaration for Brunswick Plantation Property Owners Association, Inc. applicable to the development and to be recorded in the Public Records of Brunswick County, North Carolina;

(b) Affix, levy, collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Master Declaration and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied on or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

(d) Borrow money and, subject to the consent by vote or written instrument of two-thirds (2/3) of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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(e) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes;

(f) Have and exercise any and all powers, rights, privileges that a non-profit corporation organized under Chapter 55A of the North Carolina General Statutes by law may now or hereafter have;

(g) Retain a management entity to perform any of the services or duties set forth above or in the Declaration.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III

The period of duration of the Association shall be perpetual.

ARTICLE IV

The name and mailing address of the incorporator is:

Mason H. Anderson
P. O. Box 345
Shallotte, NC 28459

ARTICLE V

The affairs of the Association shall be managed by a Board of Directors; a President and a Vice President. Prior to turnover as defined in the Master Declaration, the Board of Directors will be appointed by Caw Caw Land Corporation, the Developer of Brunswick Plantation. Neither the officers or the directors need be members of the Association. After turnover, both the officers and directors must be members of the Association (or an officer of any corporate member). The officers shall be elected at the first meeting of the Board of Directors each year.

The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>
George A. Sloane, III	President
Mason H. Anderson	Vice President
Roscoe Grady	Secretary/Treasurer

The number of persons constituting the first Board of Directors of the Association shall be three (3); and thereafter, the membership shall consist of not more than five (5). The names and addresses of the persons who shall serve as Directors until the first election are:

<u>Name</u>	<u>Addresses</u>
1. Mason H. Anderson	111 Pine Street Shallotte, NC 28459
2. George A. Sloane, III	16 Causeway Road Ocean Isle Beach, NC 28459
3. Grady Roscoe	#5 Oak Brook Court Bricklanding Plantation Shallotte, NC 28459

ARTICLE VII

The initial Bylaws shall be adopted by the Board of Directors. Thereafter the Board of Directors shall have the power to alter, amend, repeal or adopt new Bylaws provided such action and the resulting Bylaws are not inconsistent with the Articles of Incorporation or the Master Declaration.

ARTICLE VIII

These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of a majority of each class of voting members existing at the time of, and present in person or by proxy at such meeting. The procedure for proposing an amendment shall be as set out in N.C.G.S. Section 55-A-35.

ARTICLE IX

Section 1. Membership: Every person or entity who is an Owner of a Lot, Dwelling, Recreational Amenity or other Business Entity subject to the Master Development Plan shall be a member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Right: The Association shall have three classes of voting membership;

(a) Class "A"

Class "A" Members shall be all those Owners as defined in Section 1 of this Article with the exception of the Declarant and the Owner of any Recreational Amenity. Class "A" members shall be entitled to one vote for each Lot or Dwelling

Unit in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot or Dwelling Unit, all such persons shall be members and the vote for such Lot or Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling Unit. The Bylaws may establish procedures for voting when the title to a Dwelling Unit or Lot is held in the name of a corporation or more than one person or entity.

(b) Class "B"

Class "B" Members shall be the Owner(s) of (1) the Recreational Amenity and (2) any other separate Business Entity. The Owner of the Recreational Amenity shall be entitled to 50 votes. Should there be any other separate Business Entity(ies) built and operated as an ongoing business enterprise on the property, the Declarant shall have the right to assign the number of votes in the Association to such entity, provided such assignment shall be made in good faith by the Declarant. The Declarant is the Owner of the Recreational Amenity and so long as it retains ownership of the Recreational Amenity, the votes assigned to the Recreational Amenity shall be added to the votes allocated to the Declarant under Class "C".

(c) Class "C"

(i) The Class "C" Member is the Declarant. The Class "C" Member shall be entitled to three votes for each Lot or Dwelling Unit in which it holds the interest required for membership by Section 1; provided that The Class "C" membership shall cease and become converted to Class "A" membership on the happening of the earlier of any of the following events:

1. When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "C" membership; or
2. At any earlier time that the Declarant, in its sole discretion, voluntarily converts its Class "C" membership to Class "A" membership.
3. On December 31, 2005, if not sooner converted under (1) or (2).

From and after the happening of the earlier of these events, the Class "C" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot or Dwelling Unit in which it holds the interest required for membership under Section 1.

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes.

ARTICLE XI

The address of the initial registered office of the Association is 111 Pine Street, Shallotte, Brunswick County, North Carolina 28459, and the Initial Registered Agent of the Association is Mason H. Anderson at such address.

ARTICLE XII

The effective date of this corporation shall be upon filing with the Office of the Secretary of State of North Carolina.

ARTICLE XIII

Each Director and Officer of this Association shall be indemnified by the Association against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Association, such expense to include the cost of reasonable settlements (other than amounts paid to the Association itself).

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on this 28th day of February, 1991.

Mason H. Anderson (Seal)
Mason H. Anderson

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Lisa Jay Anderson Notary Public, do hereby certify that MASON H. ANDERSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.

WITNESS my hand and official seal this 28th day of February, 1991.

Lisa Jay Anderson (SEAL)
Notary Public

My Commission Expires:

4/3/92

BYLAWS OF
BRUNSWICK PLANTATION PROPERTY
OWNERS ASSOCIATION, INC.
A Non-Profit Corporation

ARTICLE I
Name and Location

NAME AND LOCATION: The name of the Corporation is Brunswick Plantation Property Owners Association, Inc. The principal office shall be located at Brunswick Plantation, North Carolina, but meetings of Members and Directors may be held at such places within the State of North Carolina as may be designated by the Board of Directors.

ARTICLE II
MEETINGS OF MEMBERS

Section 1: ANNUAL MEETINGS. The first annual meeting of Members shall be held within ninety (90) days after Turnover of the Association by the Developer. Subsequent annual meetings shall be held on the same day of the month of each year thereafter at the hour of 2:00 o'clock P.M. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the next day which is not a legal holiday.

Section 2: SPECIAL MEETINGS. After Turnover, special meetings of Members may be called at any time by the President or by two (2) Members of the Board of Directors or upon written request of Members who are entitled to vote fifty-one (51%) of all votes of the membership.

Section 3: NOTICE OF MEETINGS. Written notice of each meeting of Members shall be given by, or at the direction of, the Secretary/Treasurer or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days, but not more than thirty (30) days, before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour and place of the meeting and in the case of a special meeting, the purpose of the meeting.

Section 4: QUORUM. The presence at the meeting, in person or by proxy, of Members entitled to cast 25% of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5: PROXIES. At all meetings of Members, each

Member may vote in person ⁸³⁰ or by proxy ⁷²⁸. All proxies shall be in writing and filed with the Secretary/Treasurer. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by him of his property subject to the assessment.

ARTICLE III
BOARD OF DIRECTORS: TERM OF OFFICE; REMOVAL

Section 1: NUMBER. The affairs of the Association shall be managed by not less than two (2) nor more than five (5) directors. Prior to Turnover as described in the Master Declaration, the directors shall be appointed by Caw Caw Land Corporation; after Turnover they shall be duly elected by the Members of the Association from among the Members.

Section: TERM OF OFFICE. Prior to Turnover, Directors shall serve at the pleasure of Caw Caw Land Corporation; after Turnover they shall serve one (1) year terms and until their successors are duly appointed or elected, as the case may be.

Section 3: REMOVAL. After Turnover, any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

ARTICLE IV
BOARD OF DIRECTORS; MEETINGS

Section 1: REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held annually, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2: SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. QUORUM. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE V
BOARD OF DIRECTORS; POWERS AND DUTIES

Section 1: POWERS. The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing

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the use of the Common Areas and facilities including the personal conduct of the Members and their guests thereon; to establish penalties for infractions of such rules and regulations.

(b) Suspend the voting rights and right to use of the Common Areas of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations.

(c) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws.

(d) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 2: DUTIES. It shall be the duty of the Board of Directors to:

(a) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

(b) Fix the amount of the annual assessment against each Lot, Dwelling, Recreational Amenity or other Business Entity in advance of each annual assessment period;

(c) Send written notices of each assessment to every Owner subject thereto in advance of each assessment period; and

(d) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same;

(e) Issue, on demand of any person, a certificate setting forth whether or not any assessment has been paid. The Board may impose a reasonable charge for the issuance of such certificates;

(f) Procure and maintain liability and hazard insurance on all property owned by the Association as it may deem appropriate;

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) Cause all property owned by the Association to be

ARTICLE VI
OFFICERS AND THEIR DUTIES

Section 1: ENUMERATION OF OFFICES. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, and a Secretary/Treasurer and such other offices as the Board may from time to time by resolution create.

Section 2: ELECTION OF OFFICERS. The election of officers shall take place at the organizational meeting of each new Board of Directors as the first order of business of the new Board.

Section 3: TERM. Each officer shall hold office for a term of one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4: SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5: RESIGNATION AND REMOVAL. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary/Treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: VACANCIES. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7: MULTIPLE OFFICES. No person shall simultaneously hold more than one of any of the offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8: DUTIES. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds, and other instruments.

(b) Vice President: The Vice President shall act in the

PAGE _____

place of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary/Treasurer: The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board to Members; keep appropriate current records showing the Members of the Association together with their addresses. Also, the Secretary/Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of the accounts; shall cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report which shall be given at the regular annual meeting of Members.

ARTICLE VII ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments. All annual assessments shall be paid as designated by the Board of Directors. Any assessments not paid when due are considered delinquent. Interest, costs, and reasonable attorney's fees for collection shall be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the common properties or abandonment of his property. Delinquent assessments and costs shall constitute a continuing lien on the property which generated the assessment until paid.

ARTICLE VIII BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any Member upon fifteen (15) days prior written notice. The Declaration, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE IX CORPORATE SEAL

The Association shall have a seal in a circular form having within its circumference the words: BRUNSWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE X
AMENDMENTS

Prior to and after Turnover, these Bylaws may be amended by the Board of Directors at any regular or special meeting.

ARTICLE XI
FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE XII
CONFLICTS

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in case of any conflict between the Declaration and these Bylaws, the Declaration shall control; in case of a conflict between the Articles and the Declaration, the Declaration shall control.

BRUNSWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

CORPORATE SEAL

BY: [Signature]
President

ATTEST:
[Signature]
Secretary/Treasurer

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Elizabeth G. Carlisle, Notary Public do hereby certify that Grady Roscoe personally came before me this day and acknowledged that he/she is Secretary/Treasurer of BRUNSWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC., a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary/Treasurer.

WITNESS my hand and official seal this the 18th day of April, 1991.

[Signature] (seal)
Notary Public

My Commission Expires:
10-13-1993

EXHIBIT 3
TO THE MASTER DECLARATION FOR
BRUNSWICK PLANTATION

CONSENT OF BENEFICIARY

The undersigned ("Beneficiary"), being the beneficiary under the Deed of Trust ("The Deed of Trust") dated September 18, 1990 and recorded in Book 819 at Page 892 in the Brunswick County Public Registry from Caw Caw Land Corporation ("Declarant") to George W. Lindsey, III ("Trustee"), for the benefit of Beneficiary and covering the real property described therein which includes The Property (as described in Book 800 at Page 501, Book 817 at Page 150, Book 818 at Page 675, Book 775 at Page 1085, Book 783 at Page 960, and Book 828 at Page 777), hereby consents to the terms and conditions of this Declaration and agrees that from and after this date, the provisions of this Declaration shall be superior to the lien of "The Deed of Trust". The execution of this Consent shall not be deemed to create the relationship of partnership or of joint venture between Beneficiary and Declarant, or to impose on Beneficiary any of the liabilities, duties or obligations of Declarant under the Declaration. The Trustee joins in and executes this Consent as Trustee of "The Deed of Trust" for the purposes set forth above.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be duly executed and sealed as of the 22 day of _____, 1991.

BENEFICIARY:

The National Bank of South Carolina

(CORPORATE SEAL)

ATTEST:

By: [Signature]

President

[Signature]

Secretary

TRUSTEE:

[Signature]

George W. Lindsey, III (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF Horry

I, Notary Public of the County and State aforesaid, certify that J.C. Miller, Jr. personally appeared before me this day and acknowledged that she/he is Assistant/Secretary of The National Bank of South Carolina, a South Carolina Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by John W. Duffey, its _____ Vice President, sealed with its corporate seal and attested by her/him as its Assistant/Secretary.

WITNESS my hand and official stamp or seal, this _____ day of _____, 1991.

J. D. James
Notary Public

My Commission Expires:
11-30-94

South Carolina
STATE OF ~~NORTH CAROLINA~~
COUNTY OF ~~BRUNSWICK~~ Horry

I, Jays R. Doyl, Notary Public, do hereby certify that George W. Lindsey, III personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein set forth.

WITNESS my hand and official seal this the 5 day of April, 1991.

Jays R. Doyl (Seal)
Notary Public

My Commission Expires:
~~Notary Public, South Carolina~~
My Commission Expires September 25, 1996

SUPPLEMENTAL DECLARATION CONTAINING ADDITIONAL
COVENANTS, CONDITIONS AND RESTRICTIONS 381
FOR LOTS 118-157, PATIO HOME LOTS, PHASE II
(CHARLESTON PLACE) BRUNSWICK PLANTATION: 34

ROBERT J. ROBINSON
REGISTER OF DEEDS
BRUNSWICK COUNTY, N.C.

WHEREAS, on or about April 12, 1998, Caw Caw Land
Corporation (the "Company") executed as "Declarant" its
Declaration of Covenants, Conditions, and Restrictions for
Brunswick Plantation;" (the "Master Declaration"); and

WHEREAS, by and through the execution and recording
of the Master Declaration in Deed Book 839 at Page 690 of the
Brunswick County Registry, the Company has placed those certain
Covenants, Conditions and Restrictions embodied in the Master
Declaration on the real property described therein; and

WHEREAS, pursuant to the provisions of Article II,
Section 2 of the Master Declaration, the Company has reserved
the right to further restrict the Development of any portion of
the real property encumbered by the Master Declaration by
placing such additional Covenants, Conditions, and Restrictions
on any real property as it deems necessary; and

WHEREAS, Caw Caw Land Corporation is the owner of
that certain real property ("The Property") which is more
particularly described in the plat which is duly recorded in
Map Cabinet X at Page 308 of the Brunswick County Registry;
and

WHEREAS, as shown on the plat, the Company desires
to develop The Property as Detached Single-Family Residential
Patio Lots ("The Lots"), and in order to establish a unique,
superior and integrated community within The Property, protect

000013

REI. Adm
TOTAL 42.00 REV. -
TC # 44 17 RIC # 36986
CK AMT 42 # 8014
CASH - REF. -
nv ad

the value of individual Lots and to assure the architectural environment within The Property in keeping with the high standards of Brunswick Plantation, the Company desires to subject The Property to the additional Covenants, Conditions and Restrictions set forth herein.

NOW, THEREFORE, the Company does hereby submit and subject The Property to the following Covenants, Conditions and Restrictions:

1. Submission of Property to Covenants. Pursuant to the provision of Article II, Section 2 of the Master Declaration, the Company submits and subjects The Property as described in Map Cabinet X at Page 308 of the Brunswick County Registry to the Covenants, Conditions and Restrictions contained herein which shall constitute equitable servitudes which shall run with the land.

Every grantee of an interest in any Lot within The Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the Covenants, Conditions and Restrictions contained herein. All land within The Property which is not shown on the Plat as residential Lots shall remain property of The Company unless otherwise sold, transferred, or conveyed. Such retained property shall include all roads, traffic islands, lakes, ponds, wildlife areas, lagoons, golf course holes and easements, if any, contained within The Property.

2. Submission of Additional Property. The Company may at any time subject other real property to the Covenants, Conditions and restrictions contained herein by recording a plat which recites on the face thereof that the lots thereon are subject to this Supplemental Declaration.

3. Building Restriction. Phase II (Charleston Place) is a theme village and therefore requires construction and reconstruction of a Dwelling and any other improvement on the Lot to be in keeping with the theme and general character of the community. In order to carry out this requirement, the Lot owner must build his Dwelling and any other improvements to be located on the Lot according to specific models, the plans and specifications for which have been pre-approved by the Architectural Standards Committee. In no event, however, shall a Dwelling have a height exceeding 30 feet above the finished floor of the Dwelling or the existing grade, whichever is greater, nor have a minimum square footage of less than 1200 square feet of living space (heated living space). In addition, all dwellings shall: (a) have as a minimum floor elevation the 100-year flood elevation as designated on the official Brunswick County Planning Department; and (b) be designed and constructed in compliance with the requirements of the Brunswick County Building code for residential construction; and (c) be constructed according to the Architectural and Landscaping Plans which have been approved as to architectural style, exterior materials, color schemes,

placement on the Lot and landscaping by the Architectural Standards Committee. Reconstruction or repairs shall also comply with these provisions.

4. Service Yards. Each owner of a Lot shall provide visually-screened areas to serve as service yards in which garbage receptacles, fuel tanks, electric meters, air conditioning equipment, vehicles, materials, supplies, and equipment must be placed or stored in order to conceal them from view from the streets and adjacent properties. Visual barriers shall be built by the owner as directed by the Architectural Standards Committee to shield the service yards.

5. Use of Lots and Dwellings. Each Lot shall be used exclusively for Detached Single-Family residential purposes. No trade or business of any kind may be carried on in any Dwellings, except for sales offices of the Company as permitted in the Master Declaration. The lease or rental of any Dwelling within The Property for a period of less than thirty (30) consecutive days is prohibited. All lessees or tenants of Dwellings within The Property shall in all respects be subject to the terms and conditions of this Declaration.

6. Exterior Appearance of The Dwelling. Unenclosed garages or carports may not be utilized. No foil or other reflective materials shall be used on any window for sunscreens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted.

All blinds, curtains and other window treatments must conform to the regulations established by the Architectural Standards Committee. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited. No clothing, rugs, or other items may be hung on any railing, fence, hedge, or wall.

7. Nuisance. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any Lot, nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of The Property. Noxious or offensive activities shall not be carried on in any Lot or Dwelling. Each Lot owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot or Dwelling which could cause disorderly, unsightly, or unkept conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of The Property. Noxious or offensive activities shall not be carried on in any Lot or Dwelling which could result in a cancellation of any insurance for any portion of The Property, or which would be in violation of any law or governmental code or regulation.

8. Privacy. The Dwelling shall be constructed on the Lot so as not to interfere with the privacy of adjacent Lot

owners and in accordance with the guidelines set by the Architectural Standards Committee. The Single-Family Residential building, including garage, shall be the only structure located on the Lot.

9. Mail Box and Newspaper Receptacle Design: All mail and newspaper receptacles shall be constructed in keeping with the plans provided by the Architectural Standards Committee.

10. Lighting: No out door lights shall be allowed on the Lot which project high density off-site illumination. One driveway light shall be maintained at all times. The light pole and fixture shall be approved by the Architectural Standards Committee. This light shall constitute a part of the street lighting system and shall, therefore, be on an automatic light switch control so as to provide street lighting and driveway identification from sunset in the evening and sunrise in the morning.

11. Garages. The garage, which is part of the Dwelling Unit, shall at all times be used as a garage and not enclosed as living space. The garage shall be quipped with an electric garage door opener. The garage door shall be in a down or closed position at all times except when a motor vehicle is being placed inside or taken outside the garage. All motor vehicles shall be parked or stored inside the garage or in the specific spaces inside the Lot or designated by the

Architectural Standards Committee.

12. Impervious Coverage. No more than 3500 square feet of each lot associated with this phase of this project shall be covered by structures and/or paved surfaces, including walkways or patios of brick, slate or similar materials, but specifically excluding walkways and decks of wood provided that allow stormwater runoff to infiltrate the soil beneath same. This covenant is intended to insure compliance with stormwater runoff rules heretofore adopted by the State of North Carolina and therefore benefits may be enforced by the State of North Carolina

13. Binding Effect and Duration. These Covenants, Conditions, and Restrictions shall run with the land and shall be binding on all parties owning any portion of The Property, their heirs, successors and assigns, for the same period of time as the Master Declaration including extensions thereof.

14. Amendment. This Supplemental Declaration may only be altered, modified or changed by a written document executed by a majority of the Owners of the Lots and will only become effective upon recordation in the Brunswick County, North Carolina, Public Registry.

15. Cumulative Effect. All of the Covenants, Conditions, and Restrictions contained in this Supplemental Declaration shall encumber The Property in addition to those contained in the Master Declaration. Wherever a provision of this Supplemental Declaration conflicts with specific

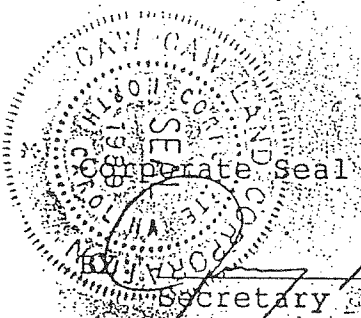
provisions of the Master Declaration, the provisions of the Master Declaration shall prevail.

16. Enforcement. The Declarant, the Association or any Owner of a Lot within The Property shall have the right (but not the affirmative obligation) to enforce, by proceedings at law or in equity, all the Restrictions, Conditions, Covenants, Easements and Reservations now or hereinafter imposed by the provisions of this Declaration; however, the failure to do so shall not be deemed a waiver of the right to do so in the future. Furthermore, the Company reserves for itself, and the Association and their agents and employees the right to enter upon any Lot for inspection.

Witness this 18th day of May, 1993.

CAW CAW LAND CORPORATION

By: [Signature]
President

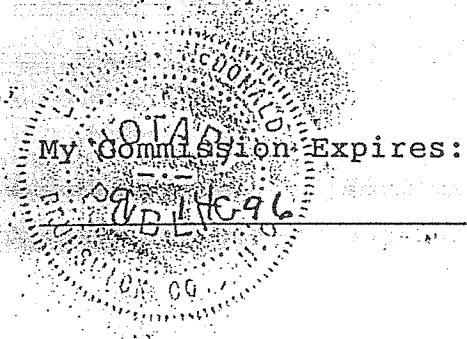


[Signature]
Secretary

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Linda B. McDonald a Notary Public of the county and State aforesaid, certify that JIMMY A. MCLAMB personally came before me this day and acknowledged that he is Secretary of Caw Caw Land Corporation, a North Carolina Corporation, 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 him as its Secretary.

Witness my hand and official stamp or seal, this
the 2nd day of June, 1993.



Linda B. McDonald
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of

Linda B. McDonald

Notary(ies) Public (is)(are) Certified to be Correct.

This Instrument was filed for Registration on the Day and Hour in the Book and Page shown on the First Page hereof.

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

ARCHITECTURAL GUIDELINES
FOR
BRUNSWICK PLANTATION

Prepared by
Mason H. Anderson
Anderson & McLamb
Attorneys at Law
Shallotte, NC 28459

ARCHITECTURAL REVIEW OUTLINE

A. INTRODUCTION

B. ARCHITECTURAL STANDARDS COMMITTEE (ASC)

SECTION I -PRINCIPLES AND PURPOSE

SECTION II -ADMINISTRATION OF ARCHITECTURAL STANDARDS
COMMITTEE

SECTION III -PLAN SUBMISSION PROCEDURES

- 3.1 - Submission of Plans
- 3.2 - Architectural Renderings
- 3.3 - Preliminary Plans
- 3.4 - Final Review
- 3.5 - Improvement Review
- 3.6 - Complete Submission

SECTION IV -ARCHITECTURAL STANDARDS COMMITTEE MEETINGS

SECTION V -STANDARDS OF DESIGN AND CONSTRUCTION

- 5.1 - Building Heights
- 5.2 - Minimum Size
- 5.3 - Flood Requirements
- 5.4 - Service Yards
- 5.5 - Building Setbacks
- 5.6 - Exterior Appearance
- 5.7 - Landscaping
- 5.8 - Signs
- 5.9 - Portable Outdoor Toilet Facilities
- 5.10 - Architectural Standards
- 5.11 - Care of Trees During Construction
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- 5.13 - Driveways and Parking
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SECTION VI -NON-COMPLIANCE PENALTIES

SECTION VII -FEES

SECTION VIII -INSPECTIONS

SECTION IX -ENFORCEMENT OF THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

SECTION X -APPEAL OF ARCHITECTURAL STANDARDS COMMITTEE
DECISIONS

SECTION XI -CONTRACTOR DEPARTMENT

SECTION XII -AMENDMENT

SECTION XIII -SEVERABILITY

SECTION XIV -SUBMITTAL FORMS

Effective Date: _____

BRUNSWICK PLANTATION
Architectural Review Guidelines

A. INTRODUCTION

The Architectural Standards Committee (ASC) has been established in accordance with the Master Declaration of Covenants, Conditions and Restrictions for Brunswick Plantation. The purpose of the ASC is to insure high design standards and architectural harmony of the buildings and landscaping in the Plantation and to preserve and enhance the magnificent natural setting and beauty of The Property.

The Club House, Proshop, Restaurant, Sales and Administrative building is of Colonial Architectural style. This building is intended to set the general theme of the Plantation and therefore, the buildings including the private homes, must be in architectural harmony with this building. Although all buildings will be required to be in architectural harmony with this core building, they will not have to be duplicates of it. A wide range of architectural design, colors, landscape and so forth, may be in harmony, yet it will be the responsibility and the authority of the Architectural Standards Committee to assure that all construction and landscape is in harmony with the Southern Classical Architecture as typified by the Golf Course Club House.

B. ARCHITECTURAL STANDARDS COMMITTEE POLICIES

SECTION I - PRINCIPLES & PURPOSE

1.1 In order to assure that proper design standards for buildings and landscaping are achieved and to assure a continuity of physical development such that future development will be compatible with existing development, Caw Caw has declared and recorded Covenants, Conditions and Restrictions applicable to Brunswick Plantation. That Declaration established the Architectural Standards Committee and sets forth its jurisdiction, powers, obligations and the rules and regulations under which it will conduct its review of proposed improvements. Any statements contained in this document are to condense, amplify, or clarify provisions of that Declaration. In the event of a conflict, the Declaration's provisions will prevail.

1.2 The applicant is urged to carefully review all provisions of the Declaration prior to submitting an application to the ASC.

1.3 The ASC has been established for the purpose of defining aesthetic standards for construction in Brunswick Plantation and examining and approving or disapproving any and all

proposed improvements for a building site within the subdivision, including but not limited to: Dwellings, garages, outbuildings, or any other buildings, construction or installation of landscaping, sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, awnings, walls, fences, exterior lights, any exterior addition to or change or alteration to existing structures; including, without limitation, paint or staining of any exterior surface.

ASC approval must be obtained for dredging and fill operations, shaping of land areas and drainage, and unless located within five (5) feet of a building or parking area, no tree, shrub, bush or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level shall be cut, removed or mutilated, provided this does not apply to dead or diseased trees or shrubs. If any such tree, bush or shrub is removed without approval of the Committee the Owner shall replace it with a tree, bush or shrub of comparable value. In the event the Owner fails, within thirty (30) days, to satisfactorily replace the tree, bush or shrub removed, the Owner shall pay the Association a damage fee (as set by the ASC) upon demand of up to \$2,500.00 per lost or removed tree, bush or shrub. The Association through its agents and employees, shall have the right to enter The Property for the purpose of replacing the tree, bush or shrub. Liquidated damages provided for herein shall become a lien on The Property of the Owner.

SECTION II - ADMINISTRATION OF ASC

2.1 To insure that the high aesthetic standards of Brunswick Plantation are consistent, the Developers have retained the services of Joseph G. Johnson, A.I.A. Architect of Ocean Isle Beach. The ASC will consist of the architect plus 2 members to be appointed by the Developer.

2.1.1. The Architect shall act as chairman and he shall be the presiding officer at its meetings.

2.1.2. The ASC shall initially meet monthly, as well as upon call of the chairman. All meetings shall be held at the onsite office of the ASC.

2.2 Administrator: The ASC shall appoint an Administrator who shall see to the day to day management of the ASC, including the following:

- a. Receiving and processing all applications to the ASC.
- b. Answering questions concerning the ASC and representing the ASC to the property Owners and to the general public.

- c. Supervision of inspection efforts.
- d. Preparing routine correspondence for the ASC.

SECTION III - PLAN SUBMISSION PROCEDURES

3.1 Three sets of all plans (building and landscape) must be submitted along with a completed application form to be provided to the applicant by the ASC.

3.1.1. Plans must be submitted at least 14 days prior to the scheduled meeting to allow the Committee enough time for the thorough review.

3.1.2. Plans may be submitted to the Caw Caw Land Administrative office on site.

3.1.3. Plans will be stamped as to the day of receipt by the ASC Administrator.

3.2 SCHEMATIC PRESENTATION/ARCHITECTURAL RENDERINGS

3.2.1. At the discretion of the applicant, an artist's rendering of a proposed improvement may be submitted to the ASC; in order to determine suitability of a particular style or design for construction in the subdivision. The ASC will render an opinion as to whether or not a particular design would be acceptable. Because an artistic rendering is not always an accurate depiction of a design scheme, the ASC's opinion will be strictly non-binding and will be offered only in an effort to save an applicant's time and expense in pursuing a design that would ultimately be disapproved.

3.3 PRELIMINARY PLANS

3.3.1. Preliminary building plans may be schematic as to architecture but must include, although not necessarily be limited to:

A. Architectural Questionnaire. This standard form answers some basic questions for the Committee and assures the Architect's familiarity with the site.

B. Samples to include:

1. Roof shingles
2. Exterior paint or stain sample
3. Trim color sample
4. Door color if different from trim color sample

C. Survey. Must be made by a registered North Carolina surveyor at a minimum scale of 1" = 20'. It must provide:

1. Property lines with dimensions and bearings
2. Existing contours indicating contour elevation above sea level
3. Existing tree location of every tree 6" or over in caliper at 4' height from grade
4. North arrow
5. Flood zone designation

D. Schematic Drawings

1. Site Plan at 1" = 20'
 - a) north arrow
 - b) property lines with dimensions and bearings
 - c) existing and proposed contours
 - d) location of all trees over 6" in caliper at 4' height from grade to be removed (noted "removed")
 - e) dwelling to be indicated as floor plan with entry area, stairs, and decks delineated and roof lines shown as dashed lines
 - f) first floor elevation (FFE) indicated
 - g) setback lines shown
 - h) building accurately located from property line
 - i) drives and walks shown
2. Floor Plans. These should include for each floor.
 - a) room use labeled
 - b) all walls shown
 - c) all windows and doors
 - d) all overhangs of floors and /or roofs shown
 - e) all fixtures, cabinets and appliances shown
 - f) dimension overall limits of plans
 - g) driveway location, stairways, garbage and HVAC enclosures
3. Elevations. One for each major exposure
 - a) show how building relates to grade level
 - b) show screening type and location
 - c) indicate overall height from grade to ridge of roof

NOTE: At the time of preliminary submission, the corners of the house must be staked on the lot in the proposed location. Trees outside house boundary to be removed to be flagged with red surveyor's tape.

3.4 FINAL REVIEW

The final review is mainly concerned with checking the refined drawings for conformance to the North Carolina Building Code and Brunswick Plantation covenant requirements, and verification that the preliminary design has been followed. After final approval, the Committee will issue a letter of

approval. The construction application must be received in complete form (see form section at end) before construction is permitted to begin.

The refined drawings must contain the following:

- A. Architectural Questionnaire--In final form
- B. Final Drawings:
 1. Site Plan
Revised as required by preliminary review
 - a) Show water service
 - b) Show sewer service
 - c) Location, dimension and materials for walks, drives
 - d) Exterior light location and type
 - e) Location of HVAC unit and trash enclosure with screening
 - f) Electric meter location
 - g) Roof plan shown with dashed line
 - h) Show planting
 - i) Variety, size, location and number of all plant material
 - j) Plant list with quantity, common name, size, and special specification
 2. Floor Plans
 3. Elevations at 1/4" = 1'0"
Revise as required by preliminary review
 4. Sections
 - a) Typical wall from grade to ridge
 - b) Typical decks and railings
 - c) Typical screened porch
 - d) Typical lattice or screening detail

3.5 IMPROVEMENT REVIEW

The Covenants require that "No subsequent alteration or modification of any existing improvements nor construction, erection, or installation of additional improvements may be undertaken on any of the properties without prior review and express written approval of the ASC." A request for review of the proposed improvements by the Committee must contain:

- A. Site plan of proposed location of improvement to scale
- B. Letter of intent with description and purpose of improvements
- C. Material and color sample (preferable to match existing materials).

D; For more detail on restrictions and allowance, see the pertinent section.

3.6 COMPLETE SUBMISSION

Any submission that does not include all plans, materials, applications, and other items as required by this section, will be rejected by the Administrator and will not be placed on the agenda until all requirements have been met.

3.6.1 Rejected submissions must be resubmitted 7 days in advance of the next meeting.

SECTION IV - ARCHITECTURAL STANDARDS COMMITTEE MEETINGS

- 4.1 Initially, the ASC will conduct meetings as needed.
- 4.2 The ASC may conduct special meetings, upon five (5) days written notification of date, time and place, from the Chairman.
- 4.3 The 14 day advance submission requirement may be waived, for plans submitted to special meetings, upon approval by Chairman.
- 4.4 All decisions of the Architectural Standards Committee will be final unless appealed pursuant to the appeals procedures set forth in section 10, contained herein.
- 4.5 Applicants will be notified, in writing, of all decisions of the ASC. Oral representation of any decision will not be valid and will not represent decisions of the Committee.
- 4.6 Applicants may have returned to them a copy of plans reviewed by the ASC with appropriate markings to amplify the comments or recommendations of the Committee. Markings on plans so received will not bind the ASC to any design indicated therein but are offered only as advisory comments.
- 4.7 One set of plans, reduced to an 18" x 24" size sheet of vellum will be retained by the ASC as part of a permanent record, along with colors and materials.
- 4.8 Special visual aids such as models, slides, etc., may be reclaimed by the applicant.

SECTION V - STANDARDS OF DESIGN & CONSTRUCTION

5.1 Building Heights: Building heights in the various communities will be established in the Specific Building Criteria for that community; however, in no event will any building exceed 35' above the elevation of the finished surface of the first floor except in Multi-Family communities in which no specific height criteria will be enforced.

5.2 Minimum Size: The minimum size of the home shall also be controlled and specified in the Specific Building Criteria for each community.

5.3 Flood Requirements: All residential structures constructed on a Lot shall: (a) have as a minimum first floor elevation the level of the 100-year flood as designated on official Brunswick County flood plain maps, on file with the Brunswick County Planning Commission, and (b) be designed and constructed in compliance with the requirements of the Brunswick County Building Code and the N.C. State Building Code.

5.4 Service Yards: Each Multi-Family Association and each Owner of a Lot shall provide visually screened areas to serve as service yards in which garbage equipment, and vehicles, materials, supplies, and equipment which are stored outside by Owners of Multi-Family Associations must be placed or stored in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall be a maximum of six (6) feet high and may consist of either fencing or landscaping and planting. Landscape material must be at least four (4) feet high at time of installation.

5.5 Building Set-back Guidelines: Building Set-back Guidelines will be contained in the Building Criteria for the specific community involved, or as may be approved in a specific case by the ASC.

5.6 Exterior Appearance: No chainlink fences shall be permitted on any Lot within the subdivision, except with regards to maintenance areas within the Common Areas. Further, no foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or other purposes, nor shall any window-mounted heating or air-conditioning units be permitted. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge or wall.

5.6.1 Fences can be useful design elements to screen utility areas or other objectionable site elements, stand as a planting backdrop, provide privacy for outdoor spaces, reduce wind and provide sun "pockets", and identify and emphasize entries. Fences may be of wood, brick, or other suitable material and must harmonize in character and color with the house. Six foot height is maximum. Likewise, gates and other features should be of compatible design and color. The fence should attempt to define and create spaces rather than be merely used as a property delineator. Fences running more than 50% of the property line are prohibited.

5.7 A successful landscape plan is composed of a number of elements that, with quality design and execution, contribute to a unified marriage of the natural environment and man-made elements introduced to the site. These introduced elements will be reviewed by the Committee for effectiveness in solving some of the issues outlined below.

Perhaps the most important aspect of a successful landscape plan, the planting budget is money well spent to increase the value and appeal of your new home. Landscape improvement should total three to five percent of total home costs.

Your landscape plan can be practical as well as attractive. On a wooded site, protecting and planting trees decreases temperature impacts of seasonal extremes, while at the same time providing privacy and beauty.

The planting plan itself should sufficiently screen utility areas, break up the foundation of the building, buffer driveways and parking areas adjacent to property lines, and provide cover for areas disturbed during construction. Plants for screening should be appropriate and of sufficient size and spacing to ensure an adequate buffer within a year or two.

The natural landscaping approach should concentrate your planting efforts adjacent to the house, especially near the entry. The more ornamental plants, if used correctly, will provide a transition from the natural character of the site to the man-made structure or the home. The groundcover should begin this transition, which should progress to larger shrubs closer to the house. For maximum appeal, try to mix textures and color but do keep the plan simple. A better effect can be achieved from using quantities of a few species rather than a few plants each of many species. Straight line planting is discouraged--planting should achieve a staggered, grouped effect as if grown naturally.

5.7.1 Lots bordering the golf course property must be landscaped in general conformity with the overall landscaping plan of the golf course.

5.7.2 No hedge or shrubbery planting which obstructs sightlines at elevations between two (2) and six (6) feet above streets and roadways within the development shall be placed or permitted to remain on any Lots, Dwelling, or Multi-Family area within the triangular area formed by the street property lines and a line connecting such lines at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the extended street property lines. The same sight-line limitations shall apply to any Lot, Dwelling, or Multi-Family area within ten (10) feet from the intersection of a street property line with the edge of a driveway.

5.7.3 All of the landscaping of Lots, Dwellings or Multi-Family Areas must be completed within ninety (90) days of substantial completion of the building. Once construction or improvement is started on any Single-Family Detached Dwelling, it must be substantially completed in accordance with the plans and specifications as approved within six (6) months from date of commencement. Once construction or improvement is started on any Multi-Family Attached Dwelling building, it must be completed within twelve (12) months from date of commencement.

5.8 No sign of any kind may be placed on any Lot except as allowed under Article XI section 12 of the Master Declaration.

5.9 Portable Outdoor Toilet Facilities: Portable outdoor toilet facilities may be provided during construction only. They may not be placed prior to final construction approval of the ASC and must be removed promptly upon completion of construction.

5.10 Architectural Standards: All construction must comply with minimal aesthetic standards, as established by the ASC and as set forth in these General Architectural Review Guidelines for Brunswick Plantation and the Specific Building Criteria for each community or area in effect at the time construction is commenced on the dwelling.

5.11 Care of Specimen Trees During Construction:

5.11.1 All specimen trees, as designated by the ASC or the Administrator, will be protected from damage during construction.

5.11.2 Batter boards will be erected and maintained around each tree so designated by the ASC.

5.11.3 Excavations and installation of underground utilities will be performed in such a manner as to avoid damaging the root system of specimen trees.

5.11.4 If, in the judgment of the Architectural Standards Committee, a specimen tree is damaged or destroyed due to carelessness or avoidable activities on the part of the owner or contractor, the ASC will require the replacement of the tree with a new specimen tree.

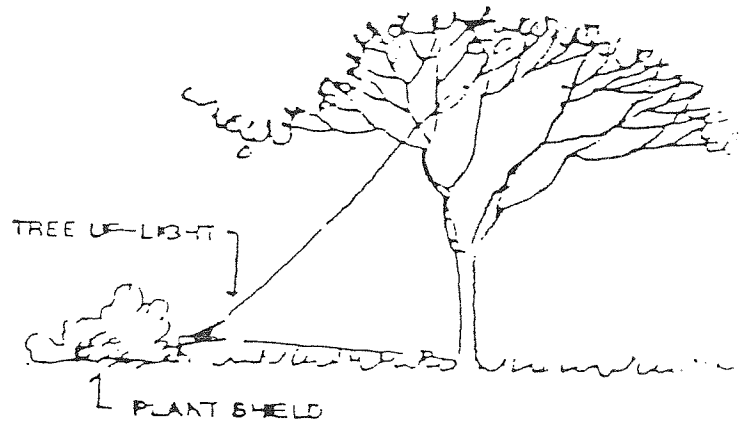
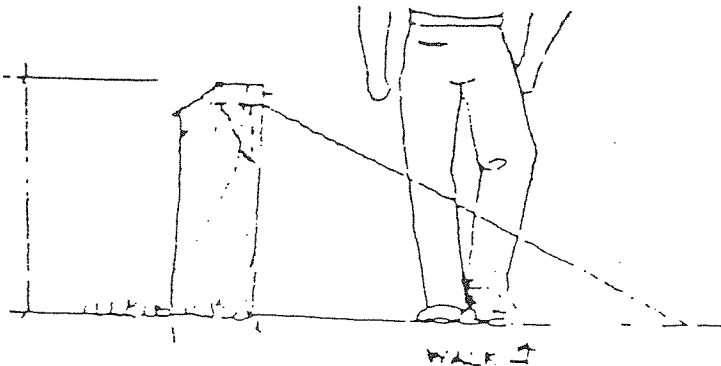
5.12 Mailboxes and Newspaper Receptacles:

5.12.1 Homeowners will provide mailboxes and newspaper receptacles in accordance with plans provided by the ASC.

5.12.2 Homeowners will bear the cost of repairs and maintenance required to keep the boxes in the first rate condition.

5.13 Driveways and Parking: Driveways, turnarounds and excess parking areas must be surfaced with asphalt, concrete or some other approved hard surfaced material. The driveway must provide adequate drainage provisions to accommodate a heavy downpour. All drives must provide a substantial apron at the road edge. Regardless of surface type, the drive must be 12 feet at each corner. Drives located along a property line must be screened (within the line) with an appropriate shrub. Excess parking (park outside the garage) must be provided for two (2) automobiles.

5.14 Lighting: Plant lighting and landscape lighting is encouraged in moderation. Path lighting must be no taller than 3' mounting height and use no more than 20 watt incandescent lamps on wood posts. Landscape fixtures must be shielded by planting and concealed in daytime.



SECTION VI - NON-COMPLIANCE PENALTIES

6.1 Penalties

6.1.1 The Architectural Standards Committee may assess a homeowner \$25.00 for every day the house is not substantially complete, 6 months after commencement of construction.

6.1.2 The ASC may assess a homeowner \$10.00 per day for every day that landscaping is not substantially complete, 60 days after the completion of the home and the issuance of a final approval certificate.

SECTION VII - FEES

7.1 Single-Family residences submission fee: \$300.00.

7.1.1 Check must accompany first plan submission.

7.1.2 This fee may change. Please check with the ASC before submitting plans to avoid delays.

SECTION VIII - INSPECTIONS

8.1 The Architectural Standards Committee may perform periodic inspections at the building site to insure that all construction activity is in accordance with plans approved by the ASC.

8.2 At such time as the applicant has completed all improvements, including landscaping, he shall request a final inspection.

8.2.1 The Inspector will determine if all improvements have been made in accordance with ASC approved plans and will certify his findings to the ASC.

8.2.2 The Administrator will issue a final approval certificate.

SECTION IX - APPEALS OF ARCHITECTURAL STANDARDS COMMITTEE DECISIONS

9.1 An applicant receiving a negative decision from the ASC is advised to revise the plans in accordance with recommendations and resubmit them to the Committee for approval.

9.2 If the applicant is unable to comply with the requirements of the ASC, he may request a hearing before the Board of Appeals. The request must be made in writing and directed to the Board of Appeals.

9.2.1 The Administrator shall convene a meeting of the Board of Appeals within fifteen (15) days of receipt of request.

9.3 The Board of Appeals will initially consist of 3 members to be appointed by the Developer and is not to include current members of the Architectural Standards Committee.

9.3.1 The Board of Appeals may request consultation of other professionals as it deems necessary.

9.4 The Board of Appeals will conduct a review of the most recently disapproved plans of the applicant.

9.4.1 The appellant will be given an opportunity to speak before the Board of Appeals; using whatever visual aids or consultants he feels appropriate.

9.5 All Board of Appeals members must be present for a quorum.

9.5.1 The majority vote of the Board of Appeals will carry a decision.

9.6 All decisions of the Board of Appeals will be final.

SECTION X - CONTRACTOR DEPARTMENT

10.1 The Declaration of Covenants, Conditions and Restrictions prohibits noxious or offensive activities. Contractors, subcontractors, material delivery men and any other agent of the owner doing business in Brunswick Plantation will be required to conduct themselves accordingly.

10.2 Contractors may work only during daylight hours, during the week. No construction, other than on an emergency basis, may be conducted on Saturday or Sunday, or national holidays.

10.2.1 Material men may make deliveries, subject to the same provisions as hereinabove set out.

10.3 Homeowners may effect routine repairs on their homes during weekend periods; however, they will be subject to the noxious and offensive activity prohibition contained in the Declaration and, at the discretion of the Architectural Standards Committee, may be asked to cease activity if it is determined to be offensive.

SECTION XI - AMENDMENT

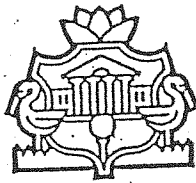
11.1 The foregoing rules and regulations may be amended at any time by majority vote of the Architectural Standards Committee.

11.2 No prior notices or announcements will be required to amend these rules and regulations.

11.3 Any preliminary or final plan, marked received, shall be subject to the rules and regulations applicable at that time.

SECTION XII - SEVERABILITY

12.1 This document shall not be rendered invalid or unenforceable should any of the provisions of this document or the application or effect thereof be invalid or unenforceable for any reason and to any extent. Those provisions which are not invalid or unenforceable shall be enforced to the greatest extent permitted by law.



BRUNSWICK

Plantation & Golf Links

ARCHITECTURAL STANDARDS COMMITTEE

PROPERTY OWNERS

LOT NUMBER

ADDRESS

ADDRESS

PHONE #:

HOME: _____

OFFICE: _____

A.S.C. REVIEW

PLANS SUBMITTED: DATE: _____

SITE REVIEW: DATE: _____

PLANS APPROVED: DATE: _____

FEE PAID: DATE: _____

CONTRACTOR: _____

SECURITY
DEPOSIT:

DATE: _____

ADDRESS: _____

PHONE #: _____

COMPLIANCE REVIEW

FIELD VISITS: DATE: _____ BY: _____

DATE: _____ BY: _____

DATE: _____ BY: _____

FINAL COMPLIANCE APPROVAL:

DATE: _____ BY: _____

NOTIFY BEMC:

DATE: _____ BY: _____

SECURITY DEPOSIT REFUND: AMOUNT: \$ _____

RECEIVED BY: _____ DATE: _____

CONSTRUCTION APPLICATION
BRUNSWICK PLANTATION
ARCHITECTURAL STANDARDS COMMITTEE

DATE: _____

CONTRACTOR: _____
LICENSE #: _____ TELEPHONE: _____
ADDRESS: _____
CONSTRUCTION LOCATION: (LOT #) _____ STREET _____
NAME OF OWNER: _____

NEW CONSTRUCTION

MAJOR IMPROVEMENTS TO EXISTING
STRUCTURE

AGREEMENT:

I, _____, as Contractor for The Project described above, do hereby agree with the ASC that:

1. I have read the ASC Guidelines, the specific Building Criteria for this Lot and the Covenants, Conditions and Restrictions for Brunswick Plantation and do agree to follow them in full.
2. I agree to carry out this project construction and fulfill the plans and specifications as approved for this project in the final review by the ASC. Any changes to these plans will be first approved by the ASC prior to implementation.
3. I am responsible for the behavior and actions of all workers contracted to do work on this job while they are at Brunswick Plantation.
4. I am responsible for maintaining a clean construction site at all times and understand that I am bound by the restrictions covered under the construction section in the guidelines.
5. I am responsible for a thorough clean up of the construction site upon completion of the building project.
6. I understand my deposit of \$_____ with the ASC may be retained by the ASC if I fail to abide by the guidelines or fail to clean up the site after completion.

Contractor

REQUEST FOR FINAL INSPECTION

OWNER: _____ DATE: _____

LOT #: _____

OWNER ADDRESS: _____

ARCHITECT: _____

CONTRACTOR: _____

REQUESTED DATE OF INSPECTION: _____

Inspection Request
Submitted By:

House is is not complete according to plans.
Landscape is is not complete according to plans.

Comments:

Inspector

Date of Inspection



BRUNSWICK
Plantation & Golf Links

**RESIDENTIAL
FIELD REPORT**

NAME _____

LOT # _____

DATE

TIME

WEATHER

TEMP. RANGE

WORK IN PROGRESS

PRESENT AT SITE

OBSERVATIONS

INFORMATION / ACTION

LANDSCAPE CRITERIA
FOR
PATIO HOMES _____ IN PHASE II
IN
BRUNSWICK PLANTATION

1. Landscaping

A. Landscape design containing the following information is to be presented to the Review Board before any work is started.

1. A drawing to scale of 1" = 20' showing the house and Lot.
2. Exact location and size of each plant is to be shown.
3. The common name and botanical name shown on a plant list along with any special specifications.
4. North arrow accurately shown and notes as to shade areas.
5. Detail of bed construction and planting specifications are to be shown clearly.

B. Plant material will be consistent with traditional southern plantation gardens.

C. Shrubs and flower beds are to be edged with brick, treated lumber or commercial black asb plastic edging or other approved edging.

D. All plantings are to be made in accordance with American Nursery Standards.

E. Beds will be mulched with pine needles, pine bark nuggets or other approved material.

F. Plans should include a minimum of 20 plants for foundation planting at the front of the house with a minimum size of 1/4 their mature size at planting.

G. Trees and shrubs should not be placed in such a manner to obstruct view of traffic when entering the street from the driveway. Plants within twenty feet (20') of the street will be maintained at a height not to exceed 30 inches from level of driveway.

H. Lawns will be Centipeed, Bermuda, Zoysia or other approved grass.

1. Grass is not to exceed 3" in height for the particular species.
2. Grass will be fertilized on a regular and prudent schedule so as to ensure good color and health.
3. Sprinkler systems, if used, will be underground with no exposed valves or heads when system is not in use.

I. All grass and plant beds are to be maintained in good condition and repair at all times.

J. Dead limbs and branches are to be removed from trees and shrubs as quickly as is prudent and reasonable.

K. Limbs, debris and grass clippings are not to be piled on The Property for any length of time.

L. Any garden pools are to be maintained in a manner as not to create a insect problem or create a hazard to neighbors.

SPECIFIC BUILDING CRITERIA
FOR PHASE II PATIO HOMES IN BRUNSWICK PLANTATION

- A. Four specific house plan models with two elevations each have been pre-approved by the Architectural Standards Committee and one of these four models must be constructed on the lot. This will result in the creation of an integrated theme community.

The architectural plans have been prepared by Joseph G. Johnson, AIA, project Architect, of Ocean Isle Beach, N.C. and are identified as follows:

1. The _____ containing ____ sq. ft. dated 6-1-91.
2. The _____ containing ____ sq. ft. dated 6-1-91.
3. The _____ containing ____ sq. ft. dated 6-1-91.
4. The _____ containing ____ sq. ft. dated 6-1-91.

The Architectural Standards Committee will allow any interior variations that the lot owner may desire provided the exterior of the structure complies and adheres strictly to the exterior design of one of the four pre-approved plans.

- B. Compliance with Master Declaration of Brunswick Plantation and the Supplemental Declaration for Phase II Patio Homes.
1. All of the requirements of the Master Declaration and the Supplemental Declaration which apply to this lot must be strictly adhered to in addition to these Architectural guidelines.

shall be in form and amount as deemed satisfactory to the Committee. The Committee, may in lieu of requiring the posting of a payment or performance bond, accept a sum satisfactory to it to be held by the Committee in escrow in order to assure the completion of all of the improvements including landscaping in accordance with the approved plans and specifications and within the time periods provided within this Article.

c. The exterior of any improvement permitted under this Article shall be completed within the time specified in Section 9 of this Article, unless the Committee allows a longer time period. Should the improvements, including landscaping, not be completed within the provided time periods, the Committee shall be entitled to collect on or enforce payment under the bonds. If the Committee has accepted funds in escrow in lieu of the bonds it shall be entitled to retain any such sums as a penalty for failure to complete the work within the allotted time. Any escrow funds held by the Committee shall be invested in an interest bearing account and the interest thereon shall be the property of the Owner should he become entitled to a return of the escrow funds, or the Association's in the event of forfeiture.

d. No structure may be temporarily or permanently occupied until a certificate of occupancy has been issued by the Committee. Further, no structure shall have the permanent electrical service connected by Brunswick Electric Membership Corporation (the electrical supplier) until the certificate of occupancy has been issued by the committee. No temporary structure of any kind shall be permitted within the Development except in connection with an on going building project. Any such temporary structure shall be immediately removed from the Development when the building is completed. Temporary structures for social functions may be permitted by the Board for specific functions provided such structures are immediately removed from the Development after the function is terminated. No stable, poultry house or yard, dog pen or other similar structure may be allowed on any property within the Development. No outside clothes drying facilities may be allowed within the Development except as may be allowed in any Supplemental Declaration. During construction the Owner shall require his contractor to maintain The Property in a reasonably clean and uncluttered condition. To the extent possible, all construction trash and debris shall be kept within refuge containers. Upon completion of the structure the Owner and the contractor shall cause immediate removal of all equipment, tools and construction materials including debris from the Lot.

Section 5. ARCHITECTURAL APPROVAL:

a. To preserve the architectural and aesthetic appearance of the Development all plans and specifications for any structure or improvement whatsoever (except as permitted in Section 3 of this Article) to be erected in the property including the proposed location thereof, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof, any remodeling,

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reconstruction, alterations or additions thereto, shall be subject to and shall require the written approval of the Committee before any such work is commenced.

b. The Owner shall submit to the Committee such plans and specifications for any and all proposed improvements as may be required by the Committee. The plans shall show the location on the Lot or parcel of the structures proposed to be constructed, altered, placed or maintained together with the proposed construction material, color schemes exterior elevations and any other details required by the Committee.

c. The ASC shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

d. The ASC shall establish written architectural and aesthetic criteria to be used in reviewing all plans, specifications and details submitted for its approval. The criteria shall be subject to revision by the Committee. In addition, the ASC may establish such administrative procedures and rules as it deems expedient to facilitate the administration of this Article.

e. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event they are not, in the opinion of the ASC, in accordance with (1) any of the provisions of this Master Declaration, (2) the written criteria established by the ASC or (3) the general plan of the Development, or (4) if the design or color scheme of the proposed structure(s) is not in harmony with the general surroundings of such Lot or Parcel or with the adjacent structures, (5) if the plans and specifications submitted are incomplete, or (6) in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the Development subject hereto, or the Owners thereof.

f. Prior to commencement of construction, a building certificate must be obtained from the Committee and prior to occupancy, an occupancy permit must be obtained from the Committee. The Committee or its agents shall have the right to inspect all construction to insure that the structure is in accordance with the approved plans, specifications and details. No structure or improvement shall be made unless it conforms strictly to the approved plans, specifications and details. These required certificates are in addition to those required by the local, county, or state authorities.

g. As part of the building permit application, the Owner must submit, if needed, plans for installing a culvert in the drainage ditch where his driveway is to cross the drainage ditch between the roadway and Lot or Parcel. The cost of the

839 713

culvert and covering is to be borne by the Owner and the construction specifications must meet the ASC's approval. The culvert must be installed before any construction may begin on the Lot or Parcel.

Section 6. LANDSCAPING APPROVAL:

a. To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature shall be implemented or installed by anyone other than the Declarant, unless and until the plans therefore have been submitted to and approved in writing by the Committee.

b. The procedure outlined in Section 5 of this Article shall apply in all respects to this section.

c. The landscape and grading plans shall be reviewed and approved with consideration of the harmony of the proposed landscaping design, the environmental character of the surrounding area, the preservation of natural drainage patterns, the visual impact on the surrounding areas and the establishment of adequate shading and buffering in regard to individual Lots. The landscaping plan shall be in general conformity with the overall landscaping plan of the golf course.

d. Unless located within five (5) feet of a building or parking area, no tree, shrub, bush or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level shall be cut, removed or mutilated, provided this does not apply to dead or diseased trees or shrubs. If any such tree, bush or shrub is removed without approval of the Committee the Owner shall replace it with a tree, bush or shrub of comparable value. In the event the Owner fails, within thirty (30) days, to satisfactorily replace the tree, bush or shrub removed, the Owner shall pay the Association a damage fee (as set by the ASC) upon demand of up to \$2,500.00 per lost or removed tree, bush or shrub. The Association through its agents and employees, shall have the right to enter The Property for the purpose of replacing the tree, bush or shrub. Liquidated damages provided for herein shall become a lien on the property of the Owner.

e. The Committee shall promulgate standards and criteria for the landscaping plans in general. A copy of the criteria may be obtained from the Committee.

f. The Owners of the Recreational Amenities are hereby exempted from the provisions of the landscaping plan.

Section 7. APPROVAL NOT A GUARANTEE: Approval of plans, specifications and the publication of architectural and landscaping standards shall not be considered as representing or implying that the plans, specifications or standards if followed will result in properly designed improvements. Neither the Declarant, the Association, the Committee nor any architect or agent thereof shall be responsible or liable in any way for defects in any such plans or specifications submitted, revised or approved pursuant to the terms of this Article.

488 414
ARTICLE TWENTY
GENERAL PROHIBITIONS

Section 1. TEMPORARY STRUCTURES: No temporary house, trailer, tent, garage, or other building shall be placed or erected on any Lot or Parcel, provided, however, that the Association may grant permission for any such temporary structure for storage or materials during construction. No such temporary structure as may be approved shall be used at any time as a Dwelling place.

Section 2. COMPLETION OF STRUCTURES: Once construction or improvement is started on any Single-Family Detached Dwelling, it must be substantially completed in accordance with the plans and specifications as approved within six (6) months from date of commencement. Once construction or improvement is started on any Multi-Family Attached Dwelling building, it must be completed within twelve (12) months from date of commencement. Landscaping shall be completed within ninety (90) days of occupancy in any case.

Section 3. PETS: No animal, livestock, bird, or poultry of any kind may be raised, bred, or kept on a Lot, however, a reasonable number of generally recognized house pets may be kept subject to rules and regulations adopted by the Association, through its Board of Directors. Such house pet or pets must be kept solely as domestic pets. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Upon the written request of any Owner of a Lot the Board of Directors of the Association may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 3, a particular pet is a generally recognized house pet, or if such pet is a nuisance. The Board shall have the right to require the Owner of a particular pet to remove it from The Property if it is found to be a nuisance or in violation of this restriction. The Board shall have the further right to fine any Owner of a Lot (not to exceed \$50.00 per violation) for the violation of these restrictions by himself or any Occupant of his Lot. All Lot owners shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an Occupant of such owner's Lot. Any such fine or cost of repair shall be added to and become a part of any assessment next coming due against the Lot under the Master Declaration.

Section 4. STORAGE RECEPTICALS: Every fuel storage tank shall be buried below the surface of the ground or screened to the satisfaction of the ASC. Receptical for ashes, trash, rubbish or garbage shall be buried below the surface of the ground or screened to the satisfaction of the ASC.

Section 5. MAINTENANCE OF UNOCCUPIED LOTS: All unoccupied Lots or Parcels, shall be well-maintained, and no unattractive growth or accumulation of rubbish or debris shall be permitted. All unoccupied Lots or Parcels shall, as a minimum, be mowed or bushhogged at least once during the period commencing with September 1 and ending with October 15. Should the Owner of

a Lot fail to mow or bushhog his Lot as required the Association is hereby granted the right to enter the Lot and perform this work. The cost of such work shall be paid to the Association by the Owner.

Section 6. OFFENSIVE AND ILLEGAL ACTIVITIES: No noxious, offensive or illegal activities shall be carried on within the Development nor shall anything be done that shall be or become an unreasonable annoyance or nuisance.

Section 7. REPAIR OR REMOVAL OF BUILDINGS: Any building which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris removed and the Lot or Parcel restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.

Section 8. OUTSIDE BURNING: No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except in accordance with a validly issued burning permit from Brunswick County and the Declarant or the Association.

Section 9. DIVISION OF SINGLE-FAMILY LOTS: No Single-Family Detached Dwelling Lot shall be subdivided, or its boundary lines changed by its Owner, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more Single-Family Detached Lots shown on a plat thereof prior to delivery of a deed in order to create a modified Single-Family Detached Dwelling Lot. The Declarant may also create a modified Single-Family Detached Dwelling Lot by the sale of two or more adjacent Lots to one party, followed by the construction thereon of a Dwelling Unit in such a manner as to require the total Lots to be treated as one modified Lot in order to meet the set back and side line requirements, without the necessity of replatting. The Restrictions and Covenants herein apply to each Lot so created.

Section 10. MOTOR VEHICLES AND NOISE LEVEL: No motorcycle or motorbike shall be used on the streets except for the purpose of coming to or from the state highway to a particular Lot, Dwelling, Recreational Amenity or other separate Business Entity. No dirt bike, go-cart, or similar vehicle may be used within the Development at all under any circumstances. All motor vehicles operated in the Development shall have quiet mufflers. Further, no person shall operate any motor vehicle in the Development unless he holds a valid drivers' license. There shall be no outside storage or parking upon any Lot or the Common Areas within the Property (other than areas provided for such purposes within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than private standard size pick-up trucks), boat or other watercraft, boat trailer, or any other related form of transportation device. No owner shall repair or restore any vehicle of any kind on or within any Lot or other portion of The

Property, except (a) within enclosed garages; or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Section 11. ADDITIONAL RULES: The Declarant, until Turnover and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interest of the Owners in the subdivision.

Section 12. SIGNS: Except as may be required by legal proceedings, no signs or advertising poster of any kind (specifically including for sale or for rent) shall be maintained or permitted on any Residential Lot or Dwelling Unit or any improvements located on any Residential Lot within The Property.

Section 13. ANTENNAS: No television or radio antennas or other similar device shall be attached or installed on any Dwelling or located within any portion of the Development, unless contained entirely within the interior of the building. The Declarant or the Association may, however, install equipment necessary for master antennas for security, cable television, mobile radio or other similar systems within the Development. Should cable television services not be available or adequate television reception not otherwise be available to an Owner in the Development then the Owner may make written application to the ASC for permission to install an outside television antenna. The ASC may, but need not, approve such application.

Section 14. GOLF COURSE AREAS: Owners of Lots and Dwellings adjacent to the golf course fairways and greens, as well as their Occupants and pets shall be obligated to refrain from any action which would distract from the playing qualities of the golf course. The Owners shall be responsible for their pets and shall not allow the pets to make loud noises such as barking or run loose or walk on the fairways, pick up the ball or otherwise interfere with play.

Section 15. SALES AND CONSTRUCTION ACTIVITIES: The Declarant, its agents, employees, successors and assigns may maintain such facilities and carry on such activities as may be reasonably convenient or incidental to the completion, improvement and sale of Lots or Dwellings within the Development including without limitation the right to install and operate construction trailers, sales offices, signs and model Dwellings. The right to maintain such facilities and carry on such activities shall include the right to use Dwellings as models and to use any Dwelling as an office for the sale of Lots or Dwellings and related activities. In addition, the Declarant shall have the right to construct, maintain, and operate a sales and or rental office on any site it deems expedient in the Development.

ARTICLE THIRTEEN
ENFORCEMENT

Section 1. USE: No Lot or Dwelling subject to this Master Declaration shall be used except for residential purposes unless otherwise allowed herein. Commercial uses shall be confined to those areas established for such purposes by the Declarant.

Section 2. RULES AND REGULATIONS: The Board of Directors is specifically granted the power to pass rules and regulations for the purpose of enforcing this Declaration.

Section 3. INVALIDATION: Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 4. PRIORITY OF LAND USE DOCUMENTS: This Master Declaration shall take precedence over conflicting provisions in the Articles of Incorporation or the Bylaws of the Association and the Articles shall take precedence over the Bylaws.

Section 5. DURATION: This Master Declaration shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until December 31, 2015 and shall continue in full force and effect thereafter until a majority of the Owners have, by written vote agreed to amend or terminate them.

Section 6. AMENDMENT: Neither the Declarant, nor the Association, shall make any amendment or modification to this Master Declaration which will change or alter the Plan of Development. The Declarant, however, reserves for itself before Turnover and thereafter the Association the right to make an amendment or modification which will not affect the Plan of Development. Should any such modification or amendment however, attempt to change or alter the Plan of Development, such modification or amendment shall be null and void. Further, this right to amend shall not render these Covenants or Restrictions purely personal to the Declarant and the benefits and burdens shall remain mutual and reciprocal to all Owners. The Plan of Development may only be altered, modified, or changed by a written document executed by the Declarant together with the owners of a majority of the Lots and Dwelling Units then owned by persons other than the Declarant and will only become effective upon recordation in the Brunswick County, North Carolina, Public Registry.

Section 7. ENFORCEMENT - GENERAL: Failure of an Owner/Occupant to comply with a provision of this Master Declaration or a provision in the Bylaws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to bring legal action at law or in equity, including but not limited to an action for

injunctive relief, damages, or a combination thereof against the Owner. All costs and expenses incurred by the Association in terminating or rescinding a violation of this Declaration, including attorneys' fees (whether or not litigation is instituted) and Court costs shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees costs and damages may be enforced by any method described in this Master Declaration providing for the collection of Annual Assessments, or by a civil action to collect the debt. The Association shall further have the right to enforce rules and regulations as may be promulgated by the individual Condominium and/or Multi-Family Associations situated in the Development by compelling them to enforce their own Bylaws and restrictions.

Section 8. INTERPRETATIONS: In all cases, the provisions of this Master Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Declarant or the Board of Directors will best effect the intent of the general Plan of Development. The provisions of this Master Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive.

Section 9. SERVEABILITY: Whenever possible each provision of this Declaration shall be interpreted in such a manner as to be effective and valid; however, if the application of any provision to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application or any provision which can be given effect without the invalid provision or application and to this end the provisions of this Declaration is declared to be servable.

Section 10. NO TRESPASS: Whenever the Association, the Declarant, the Architectural Standards Committee and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed a trespass.

Section 11. NOTICES: Notices required under this Declaration shall be in writing and shall be delivered by hand or sent by United States Mail, postage pre-paid. All notices to Owners shall be delivered or sent to such address as have been designated in writing to the Association or if no such address has been so designated by the Owner, at the address of the Owner's Lot, Dwelling or Recreational Amenity. All notices to the Declarant shall be delivered or sent to the Declarant's main office in Brunswick County, North Carolina or to such other address as the Declarant from time to time may notify the Association.

ARTICLE FOURTEEN
INITIAL CONTRIBUTION

At the closing, each Class "A" Member shall make a \$100 per Lot or Dwelling contribution to the working capital of the Association. This initial contribution is not a pre-payment of the regular monthly or Annual Assessment.

ARTICLE FIFTEEN
CONSTRUCTION

When construing these Covenants and Restrictions, the parties agree that they shall be construed as beneficial community rules and that any ambiguity shall be resolved in favor of liberal enforcement by the Courts.

ARTICLE SIXTEEN
CONSTRUCTION LENDER CONSENT

CONSENT OF CONSTRUCTION LENDER: The National Bank of South Carolina with offices in Myrtle Beach, South Carolina has executed its consent to the execution and recordation of this Master Declaration and the Covenants and Conditions contained herein and, thereby, subordinated its Deed of Trust to this Master Declaration. The consent is attached hereto as Exhibit 3.

IN WITNESS WHEREOF, this Master Declaration together with Covenants, Conditions and Restrictions has been signed and executed by the Declarant the day and year first above written.

CAW CAW LAND CORPORATION

CORPORATE
SEAL

By: Mason H. Anderson
Mason H. Anderson, President

ATTEST:

Jimmy A. McLamb
Jimmy A. McLamb
Secretary-Treasurer

I, Ann B. Anderson, Notary Public do hereby certify that JIMMY A. MCLAMB personally came before me this day and acknowledged that he is Secretary/Treasurer of CAW LAND CORPORATION, a North Carolina Corporation, 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 him as its Secretary/Treasurer.

WITNESS my hand and official seal this the 12th day of April, 1991.

Ann B. Anderson
Notary Public

My Commission Expires:

4/7/93

STATE OF NORTH CAROLINA, Brunswick County
The Foregoing Certificate(s) of _____

ANN B. ANDERSON, NOTARY PUBLIC

Recorded this 19th day of APRIL 19 91 at 1:04 o'clock p M. _____ (is)(are) certified to be correct.

Robert J. Robinson, Register of Deeds

Robert J. Robinson .glc