



certain covenants, conditions, easements, assessments, liens and restrictions governing the use and occupancy of the Carolina Shores North Subdivision be established and declared to be covenants running with the land and that an agency be created to which will be delegated the powers and duties of maintaining the recreational facilities and common areas, enforcing the covenants and restrictions, and collecting and disbursing assessments be created; and

WHEREAS, at the December 12, 2015 Special Meeting of the lot owners, an amendment to the Restrictions was proposed in the notice of meeting and agenda mailed to all the lot owners. The December 12, 2015 Special meeting was re-convened to January 30, 2016, and then later re-convened to March 26, 2016. The Amendment to the Restrictions was ratified at the March 26, 2016 Special Meeting of lot owners.

WHEREAS, Article VIII., Section 1 provides the power and authority to amend the Restrictions, and specifically provides "These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2000. By accepting a deed to residential property subject to these Restrictions, the residential owners agree that after January 1, 2000, these Restrictions shall be extended for successive periods often (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time after January I, 1980, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such residential lots to make variations in the Restrictions as to details to suit varying circumstances or changed conditions, but not to make changes that would annul any material part hereof;"

WHEREAS, the Association held a meeting on December 12, 2015, wherein written notice of the Special Meeting was provided to all members that change was proposed by the Board of Directors of the Association to the following Articles and Sections of the Restrictions: Article VII (3) (a). The December 12, 2015 Special Meeting of lot owners was re-convened to January 30, 2016, and a notice of said meeting was provided to all lot owners. The January 30, 2016, Special Meeting of lot owners was re-convened to March 26, 2016, and notice of that meeting was provided to all lot owners. The proposed amendment passed by the required vote at the March 26, 2016, Special Meeting of lot owners based on the following vote count: Article VII (3) (a) had a vote of 340 in favor of the motion and 31 opposed to the motion. Further, the resolution of the Board of Directors from the meeting provided the President of the Association with the authority to sign the amendments to the Restrictions and have the same recorded. It was also resolved further, that the remaining Restrictions would remain as stated;

THEREFORE, Article VII (3) (a), of the Restrictions have been amended based on the amendment proposed and voted upon during the December 12, 2015, special called meeting of members; said meeting being convened to January 30, 2016, and then to March 26, 2016. This document, the Restrictions, constitutes the complete restatement of the Restrictions as a result of the Special Meeting of members meeting held on December 12, 2015, and convened as stated herein, with all approved amendments and provisions that remain unchanged; and

THEREFORE, in consideration of the premises, the Declarant declared that all of the numbered lots shown on the above referenced plat, those lots that were subjected thereafter, or



may hereafter be made subject to the Restrictions are and shall be held, transferred, sold, conveyed, occupied, and used subject to the Restrictions and matters hereinafter set forth, said Restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified. Every party hereafter acquiring any lot, or portion thereof, in the above described properties, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed or contract subject to each and all of the covenants, restrictions, and agreements contained with these Restrictions, as well as any additions or amendments thereto, and also subject to the jurisdiction, rights and powers of the Declarant, the Association, and their successors and/or assigns. Each grantee of any lot subject to these Restrictions, by accepting the deed or contract thereto, shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, the Association, and with grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements; and

NOW THEREFORE, the Association deems it necessary and convenient for its lot owners and/or members to consolidate any amendments of the Restrictions into a single document entitled "First Amendment and Complete Restatement of The Declaration of Covenants and Restrictions for Carolina Shores North" as set out below. Once this document is recorded in the Brunswick County Registry, reference to it in deeds of conveyance shall be effective in the same manner as if the deed book and page number containing the original Declaration and any amendments were individually referenced therein.

IT IS HEREBY RESOLVED THAT THE FOLLOWING CONSTITUTES A COMPLETE STATEMENT OF THE RESTRICTIONS OF THE CAROLINA SHORES NORTH HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to Carolina Shores North Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of North Carolina, its successors and assigns.
2. "Common Areas" shall mean and refer to any and all real property owned or held by the Association, including the streets and all areas intended for open area or recreational use by the Association's members.
3. "The Declarant" shall mean and refer to the Declarant herein, CLA Properties, Inc., its successors and assigns, of a majority (more than 5) of the lots unsold in the Subdivision. At no time, however, can there be more than one party being the "Declarant" for purposes of these Restrictions.
4. "Lot" shall mean and refer to any numbered plot of land shown upon the referenced plat or any subdivision plat or survey of Carolina Shores North or any part thereof which shall be of public record and made subject to these Restrictions.
5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of Carolina Shores North, excluding however, those parties having such interest merely as a security interest for the performance of an obligation.
6. "Subdivision" or "Carolina Shores North" shall mean that land divided into residential lots and other tracts of land shown on the referenced plat and any other recorded plats or surveys containing lots made subject to these Restrictions. Carolina Shores North is not part of, or in any way connected with Carolina Shores, which lies generally to the south and east of the Subdivision, and which is subject to other restrictive covenants and is administered by a totally separate owner's association.

ARTICLE II

**PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS
THERE TO**

1. **Existing Property.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Shallotte Township, Brunswick County, North Carolina, and is more particularly described as all subdivided and numbered lots in Carolina Shores North Subdivision as shown on plats recorded on February 14, 1979, in Book Kat Pages 60, 61 and 62,



Brunswick County Registry.

2. **Additional Property.** The Declarant reserves the absolute right, exercisable in its sole discretion from time to time, to add other lots to Carolina Shores North Subdivision, and to subject such additional lots to the terms of these Restrictions. Such additions shall be made in order to extend the scheme of these Restrictions to other real property to be developed as part of the Subdivision, and to bring such additional property within the jurisdiction of the Association, thereby subjecting such additions to assessment for their just share of the Association's expenses. Such additions shall be made by filing of record one or more plats indicating those lots to be included and the filing of a Supplemental Declaration of Covenants and Restrictions, which shall identify the lots to be included and shall incorporate these Restrictions by reference.

ARTICLE III

COMMON AREA PROPERTY RIGHTS

1. **Private Areas.** Each of the streets in the Subdivision now or hereafter designated on any plat, is a private street, and every open area, recreational facility, and other amenity within the Subdivision is a private area, facility or amenity and neither the Declarant's execution nor recording of the plat nor any other act of the Declarant's execution nor recording of the plat nor any other act of the Declarant with respect to the property is, or intended to be, or shall be construed as a dedication to the public of any said streets, areas, recreational facilities or amenities.
2. **Reservation of Easements.** The Declarant reserves for itself the right to dedicate or transfer any streets or other part of the common area to any public agency, authority or utility if it so desires. The Declarant also reserves for itself and, subsequent to the conveyance of portions of the common area to the Association, for the Association, the right to grant and reserve easements and rights-of-way through, under, over and across Carolina Shores North, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities except no reservation shall apply to lots in the Subdivision except in easements within such lots shown on the plat thereof or as reserved in Section 5 of Article I hereof
3. **Ownership of Common Areas.** The ownership of roads, open areas and recreational amenities within Carolina Shores North, which may include but shall not be limited to swimming pools, tennis courts, clubhouses, cabanas and adjacent grounds, shall be in the Declarant until such time as the Declarant conveys such areas and amenities to the Association.
4. **Owner's Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to



and shall pass with the title to every lot, subject to the provisions of this Declaration and the Charter and Bylaws of the Association as to the following provisions:

- (a) The right of the Association to limit use of the common area to owners, their families and guests;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;
- (c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (d) The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility for such purposes subject to such conditions as may be agreed to by the members.

ARTICLE IV

HOMEOWNER'S ASSOCIATION-ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

1. **Administration of Common Areas.** The administration of the common areas, including maintenance, repair, and upkeep of private streets and recreational facilities, including the acts required by this Declaration, the Bylaws, and Articles of Incorporation of the Association, shall be performed by the Carolina Shores North Homeowners' Association, Inc., a non-profit corporation herein referred to as "Association."
2. **Rules and Regulations.** The Association may also adopt and enforce rules and regulations for the operation and administration of the Association, and common areas.
3. **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any lot in Carolina Shores North Subdivision shall become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, and shall be transferred automatically when the owner conveys, devises, gives or otherwise transfers his lot, even though such conveyance, devise or gift does not make mention of the membership rights of the Association. Such membership is not intended to apply to those persons or entities who hold an interest in any lot merely as security for the performance of an obligation to pay money, e.g., mortgages or deeds of trust. However, if such secured party should realize upon his security and become the fee owner of a lot, he will then be subject to



all the requirements and limitations imposed in these Restrictions on owners of lots within the subdivision and on members of the Association, including those provisions with respect to payment of Special charges.

4. Voting Rights and Classes of Membership. The voting rights of the membership shall be appurtenant to lot ownership. There shall be two classes of membership with respect to voting rights:

(a) Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person or entity holds an interest in any lot, all such persons or entities shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

(b) Class B. The Class B member shall be the Declarant, who shall be entitled to two votes for each platted and recorded lot owned, including such lots as may be added to the Subdivision pursuant to Article II, Section 2. The Class B membership shall cease, terminate and be converted into Class A membership at such time as the Declarant has conveyed 67% of the lots in the Subdivision.

5. The Association shall possess the right, as provided in the Bylaws, to borrow money for the purpose of improving the common areas and to mortgage any portions of the common areas necessary to secure loans for such improvements. Provided, however, that no such borrowing or mortgaging shall be done without a prior vote of approval by two-thirds of the Class A membership and two-thirds of the Class B membership, if any, at a meeting duly called for such purpose, in accordance with the Bylaws.
6. The Association shall possess the right to charge reasonable admission fees, guest fees or other special fees for particular uses that might be made of certain parts of the common areas by Association members or by non-residents of the Subdivision. Such admission or other fees shall remain the property of the Association and shall be used to defray maintenance or operating expenses of the common areas.
7. During any period in which a member shall be in default in the payment of any special, special or other assessment levied by the Association, his rights to vote and to use the common areas or any other facilities owned by the Association may be suspended by the Board of Directors until such assessment is paid. A member's voting and use rights may also be suspended for violation of the Association's published rules and regulation; provided, that prior to any suspension for such violation, the Board of Directors (or a committee thereof) shall conduct a hearing regarding the alleged violation after giving the accused member at least ten days prior written notice



specifying each alleged violation and setting the time, place and date of the hearing. At the hearing, the accused member shall have the right to call and question his own witnesses as well as any opposing witnesses. A determination of violation as well as the terms of any suspension shall be made only by a majority vote of the Board or its duly appointed committee.

8. The Association also reserves the right to direct its agents and employees to enter upon the lot of any Association member for the purpose of repairing, maintaining or restoring the lot or exteriors of any buildings or improvements thereon, including the removal of unsightly weeds, underbrush, or other items. Provided, however, that the Association may exercise such right only when the lot to be entered upon has not been maintained in a manner satisfactory to the Architectural Committee established in Article VI, and after approval of such action by two-thirds (2/3) vote of the Association's Board of Directors. No entry may be made under this subsection without first providing the owner of the lot to be entered with ten (10) days prior written notice requesting him to properly repair or maintain his lot; any entry by the Association for the foregoing purposes shall be only between the hours of 7:00 AM. and 6:00 P.M. on any day except Sunday. Such entry as herein provided shall not constitute a trespass, and the Association shall bear no liability for performing any acts reasonably necessary or appropriate in connection with the execution of these provisions. All costs of such exterior maintenance shall be added to and become part of the Special assessment applicable to such lot, and shall constitute a permanent lien upon such lot until paid. In addition, the lot owner shall be personally liable to the Association for such costs, all as provided in Article V.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of Lien and Personal Obligation for Assessments.** The owner of each lot in the Carolina Shores North Subdivision, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association: (1) Special assessments or charges and (2) special assessments for capital improvements; such covenant will be deemed to arise whether or not it is expressly stated in the deed or other conveyance to the owner. The Special and special assessments, together with interest, costs and reasonable attorney's fees, as well as any charges imposed under section 8 of Article IV above, shall be a charge on the land and shall constitute a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was owner of such property at the time when the assessment fell due. However, the personal obligation for delinquent assessments shall not pass to his successors in title (other than as the continuing lien on the land) unless expressly assumed by such successor.

2. **Purpose of Assessments:** All assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its members. Such purposes may include, but are not limited to: maintenance, landscaping and beautification of the common areas; operation of recreational facilities; construction, repair and replacement of improvements upon the common area; the costs of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the common areas; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the provision of other services intended to promote the health, safety and welfare of the members; and such other needs as may arise.

3. **Maximum Special Assessment.** Until December 31, 1980, the maximum Special maintenance assessment (excluding any special assessments described in Section 5 below or any admission or guest fees as provided in Article IV, Section 6 shall be \$96.00 per lot; such rate shall be uniform for all lots in the Subdivision, both those restricted by this Declaration as initially filed for record and any lots made subject to this Declaration as provided in Article II, Section 2. From and after January 1, 1981, the Special assessment may be increased to an amount which will be sufficient, in the Board's judgment, to provide funds required by the Association in carrying out its stated purposes and functions for the ensuing calendar year; provided however that in no event shall the Special assessment, as adjusted by the Board, exceed 115% of the amount of the assessment for the immediately preceding calendar year or the percentage increase in the cost of living index during the prior calendar year, determined by the U.S. Labor Department all areas average, unless such increase is approved by a two-third (2/3) vote of all Class A members voting at a meeting of the Association called for such purposes at which a quorum was established.

4. **Payment of Assessments.** All Special and special assessments provided for herein shall commence as to all lots on the first day of the month following the filing of this Declaration, or any Supplementary Declaration as to lots included therein. The first Special assessment shall be adjusted according to the number of months remaining in the calendar year. Payment of assessments shall be made Specially to the Association or its designee, on or before the due date established by the Board; provided, however, that the Board may elect to receive payments on a quarterly basis. The Board of Directors shall fix the amount of the Special charge per lot at least 30 days before the due date and written notice if the charge so fixed shall be sent to each member.



5. **Special Assessments.** In addition to the Special assessment authorized above, the Association may levy, in any assessment year, a special assessment

applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto. Prior to the imposition of any such special assessment, two-thirds of the Class A members voting at a meeting called to consider such assessment and at which a quorum was present, must vote their assent to its imposition.

6. **Notice and Quorum.** Except for a vote to amend the covenants and restrictions contained herein, which vote shall be conducted pursuant to Section I of Article VIII below; the notice and quorum required for any actions of the Association authorized by Articles IV and V of this Declaration shall be as follows:

(a) Written notice of any meeting called for the purpose of taking any action authorized under Articles IV and V of this Article shall be sent to all members not less than ten days nor more than sixty days in advance of the meeting.

(b) Members shall vote in person or by proxy executed in writing by a member. No proxy shall be valid after eleven (11) months from the date of its execution, or after conveyance by the member of his lot.

(c) At the first meeting called for the purpose of taking some action by the Association membership authorized under Articles IV or V, the presence in person or by proxy of members entitled to cast 33% of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and any number of members attending such subsequent meeting, so long as such number represents at least ten per cent (10%) of all the outstanding Class A votes, shall constitute a quorum. No such subsequent meeting shall be held more than six (6) months following the proceeding meeting.

7. **Exempt Property.** The assessments, charges and liens created under this Article V shall apply only to lots. No assessments shall be charged to Declarant for its lots so long as Declarant maintains the roads or contributes to road maintenance substantially in the same proportions as Declarant's lots bear to all the lots in the Subdivision. Any lot which the Declarant may hereafter designate for common use as part of the common areas and convey to the Association, as well as all lots dedicated to and accepted by a local public authority shall be exempt from the assessments and charges created herein. In addition, the lien of a mortgage or deed of trust representing a first lien placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon recorded in accordance with the applicable state laws, shall be, from the date of recordation, superior to any and all liens provided for herein. The sale or



transfer of any lot by foreclosure of any first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments due prior to such sale or transfer, provided such transfer shall not have been made for the purpose of defeating the lien.

8. **Continuance of Lien.**

(a) The assessments and charges created herein shall constitute a continuing lien upon all lots in the Subdivision and no owner may waive or in any way reduce his liability for the assessment by non-use of the common areas or abandonment of his lot.

(b) With the exception of sales pursuant to foreclosure proceedings as Described in Section 7 above, no sale or transfer of a lot shall relieve that lot from liability for any assessments previously due or from the lien thereof.

(c) In the event that any charge or assessment created in this Declaration remains unpaid by an Association member for thirty days after the due date announced by the Board of Directors, the Association, through its agents and employees, may record with the Brunswick County Clerk of Court a notice of the lien created by this Declaration.

9. **Effect of Nonpayment of Assessments: Remedies of the Association.** In the event that any assessment or charge created herein remains unpaid for thirty days after the due date announced by the Board of Directors, such unpaid assessment shall bear interest from the date of delinquency, said interest rate to be set by the Board of Directors, but in no event shall it exceed the maximum interest rate allowed by law. The Association, its agent or representative, may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the lot subject to the unpaid assessment. In either case, interest, costs and reasonable attorney's fees shall be added to the amount of such assessment to the extent allowed by law. Any foreclosure conducted pursuant to this section shall comply fully with the North Carolina statutory procedure for judicial foreclosure.

10. **Certificate of Payment.** The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association certifying that the charges on a specified lot have been paid or that certain charges against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any charges therein stated to have been paid. For purposes of obtaining a certificate, interested parties should contact the Association at its address.

owner and approved by the appropriate governmental authority and the Declarant, unless public sewage becomes available in the Subdivision.

* (b) Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved within (6) months from commencement.

(c) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a certificate of occupancy has been issued by the Declarant.

(d) All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot.

* (e) Every fuel storage tank shall be buried below the surface of ground or screened by fencing or shrubbery to the satisfaction of the Association. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street or recreation area.

(f) Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

(g) Each lot owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said lot.

(h) It shall be the duty of each owner to maintain his or her lot, together with the exterior of all improvements located therein, in a neat and attractive condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, walks and other exterior improvements. In the event an owner shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Committee, then the Association retains the right to enter upon such premises for the purpose of effecting needed maintenance and repairs as provided in Article IV, Section 8 herein.

5. **Prohibitions.**

(a) No privies or outside toilets shall be constructed or maintained on any lot. No outside toilet shall be constructed or permitted on any lot.

trespass, all at the expense of the owner of said lot, provided, however, that such expense will not exceed \$100.00. This provision shall not be construed as an obligation on the part of the Declarant to provide trash removal service. * No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

(m) There shall be no access to any lot on the perimeter of the Subdivision except from designated roads within the Section or Subdivision.

(n) No lot shall be subdivided, or its boundary lines changes 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 lots shown on the plat of any said subdivision, section, block or part thereof prior to delivery of deed in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.

* (o) No boat, motor home, travel trailer or other vehicle except an automobile may be stored overnight on any lot unless the same be within a garage or carport. A fine of up to \$10.00 per day may be levied by the Association after giving at least 24 hours notice to remove same and collected in the manner provided for collection of motor vehicle speed violation fines (See Article VIII, Section 3 (a)).

(p) After Declarant has sold 67% of its lots in the Subdivision, all rights reserved to it under this Section 4 of Article VII shall pass to the Architectural Review Committee.

6. Easements.

(a)

The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

(1) A 10-footwide easement over each lot along each side of all road rights-of-way and a 7-1/2footwide easement along all other lot lines for the purpose of installing, operating and maintaining utility lines and mains and surface water drainage ditches or lines.

(2) It also reserves the right to trim, cut and remove any trees and brush and to locate guy wires and braces wherever necessary for the installation, operation and maintenance, together with the right to install operate and maintain gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto.

(b) The Declarant reserves for itself, its successors or assigns an exclusive

easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

(c) On each lot, the rights-of-way and easement areas reserved by the Declarant or dedicated to public utilities shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction or flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or interfere with established slope ratios or create erosion or sliding problems, provided, however, that the existing location of a drainage channel may be relocated, provided such relocation does not cause an encroachment on any other lot in the Subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility is responsible.

(d) The Declarant reserves for itself and for the Association the right and easement to go in and across all lots adjoining land maintained as common areas for the purposes of mowing the grass and otherwise maintaining landscaping within a distance of thirty (30) feet of any such common area.

ARTICLE VII

GENERAL PROVISIONS

1. **Term.** These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2000. By accepting a deed to residential property subject to these Restrictions, the residential owners agree that after January 1, 2000, these Restrictions shall be extended for successive periods often (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time after January 1, 1980, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such residential lots to make variations in the Restrictions as to details to suit varying circumstances or changed conditions, but not to make changes that would annul any material part hereof
2. **IV]utuality of Benefit and Obligation.** The Restrictions and agreement set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision 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 to the Association, and shall, as to the owner of each such lots, his heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other lots i-n the Subdivision and its respective owners. Declarant, any lot owner or the Association shall have the right to enforce these Restrictions.

3. **Motor Vehicle Speed Limits.**

(a) Speed limits for streets and the rules governing the use of common areas within the Subdivision shall be as promulgated from time to time by the Association, it successors and assigns. Appropriate postings of these speed limits are to be made. The Association shall have the power to assess fines for the violations of the motor vehicle speed limits in accordance with a schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed; if it is not the Association may add the amount of the fine to the Special charge made by the Association pursuant to Article IV, Section 6 of these Restrictions.

(b) No motorized vehicle, including motorcycles, motorbikes, etc., except a duly licensed vehicle, shall be operated on any street and no such vehicle shall be operated except by a duly licensed operator.

4. **Severability.** Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

5. **Captions.** The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of these Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

