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STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF CAROLINA PLACE

THIS Declaration of Covenants, Conditions and Restrictions of Carolina Place, made the 6 day of March, 2014, by Carolina Place Homeowners' Association (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, BERMUDA TRACE, LLC., was the owner of parcel of property, more fully described in Deed Book 1235 at Page 1025, of the Brunswick County Registry; and

WHEREAS, on October 2, 2000 BERMUDA TRACE, LLC., did cause to be recorded a Declaration of Covenants, Conditions and Restrictions, BERMUDA TRACE ("Declarations"), recorded in Book 1406 at Page 1357 of the Brunswick County Registry; and

WHEREAS, BERMUDA TRACE, LLC., sold the entire parcel referenced above to WILMINGTON SUBDIVISION COMPANY, LLC., on May 30, 2001, by Deed recorded in Book 1467, at Page 631 of the Brunswick County Registry; and

WHEREAS, none of the lots in said BERMUDA TRACE, have been sold or conveyed to a third party purchaser as of the date of this Declaration and whereas WILMINGTON SUBDIVISION COMPANY, LLC., has been assigned and assumed all of developers and declarants rights as described in a document entitled Assignment and Assumption of Developers Rights, ("Assignment") recorded in Book 1476 at Page 1361 of the Brunswick County Registry; and

WHEREAS, said Assignment was executed and recorded in Book 1476 at Page 1361 by BERMUDA TRACE, LLC., AND WILMINGTON SUBDIVISION COMPANY, LLC., to satisfy inter alia Section Seven (7) of the Declaration of Covenants, Conditions and Restrictions of BERMUDA TRACE; and

WHEREAS, WILMINGTON SUBDIVISION COMPANY, LLC., is now the declarant under the Declarations of Covenants, Conditions and Restrictions BERMUDA TRACE, LLC, recorded in Book 1406 at Page 1357 of the Brunswick County Registry; and

WHEREAS, inter alia, Declarant has officially changed the name of the subdivision to "Carolina Place" and

WHEREAS, Declarant is the owner of certain real property in Smithville Township, Brunswick County, North Carolina, which is more particularly described as follows:



Being all of Carolina Place, Phase 1, according to the plat thereof recorded in Map Cabinet 24 Pages 314, 315, 316, 317, in the Office of the Register of Deeds of Brunswick County, North Carolina (the "Plat"), to which Plat reference is hereby made for a more particular description, the property described herein being referred to as the "Property" or "Properties."

NOW THEREFORE, Declarant does now amend and restate as set forth below, the Declarations of the previous Amended Declarations of Covenants, Conditions and Restrictions of Carolina Place.

ARTICLE 1 DEFINITIONS

SECTION 1. Association shall mean and refer to Carolina Place Homeowners Association, Inc. of Brunswick County, Inc., a North Carolina nonprofit corporation, its successors and assigns the owner's association organized for the mutual benefit and protection of the Properties. All property owners of Sites in Carolina Place and any areas hereafter developed subjected to this Declaration, if any, shall be Members of the Association, which Membership shall be appurtenant to and may not be separated from the ownership of such single family Site.

SECTION 2. Additional Properties shall mean and refer to any lands which are now owned or may be hereafter acquired or developed by Declarant and which are annexed to and made a part of the Properties. Annexation of Additional Properties shall become effective by the recording by the Declarant of a Supplemental Declaration for each new phase annexed.

SECTION 3. Amenities shall mean the facilities constructed, erected, or installed on any Common Area for the use, benefit and enjoyment of Members. The amenities for Carolina Place shall consist of all improvements constructed on Common Areas (exclusive of Limited Common Areas).

SECTION 4. Board of Directors or Board shall mean those persons elected or appointed and acting collectively as the directors of the Association.

SECTION 5. Common Area shall mean and refer to all property owned by the Association from time-to-time for the common use and enjoyment of the Owners. Common Area shall include all areas shown on the Plat or the Plat of Additional Properties and designated as Common Area or Open Space, except that, to the extent that the size or location of any Site is altered pursuant to Article II, Section 5, the Property so designated as a Site shall not be Common Area. The recordation of the Plat (or the Plat of any Additional Properties) shall not be deemed a dedication of any Common Area.

SECTION 6. Common Expense shall mean and include (a) expenses of administration, maintenance, repair or replacement of Common Areas, and improvements thereon; (b) expenses declared to be common expenses under the provisions of this Declaration or the By-Laws of the



Association; (c) hazard liability or such other insurance premiums as the Declaration or By-Laws may require or the Association shall, from time-to-time, purchase; (d) expenses agreed by the Members to be Common Expenses of the Association.

SECTION 7. Declarant shall be used interchangeably with "Developer" (which designations may be used herein in the third person neuter for convenience only, but such terms shall include singular, plural, masculine and neuter as required by the context) to mean and refer to Wilmington Subdivision Company, L.L.C., or its assigns to whom the rights of Declarant shall be expressly transferred.

SECTION 8. Declaration shall mean this instrument as it may be from time-to-time or supplemented.

SECTION 9. Limited Common Area shall mean those Common Areas and improvements thereon which are reserved for the use and benefit of a certain Site or Sites to the exclusion other Sites as more specifically shown and designated on the Plat or maps of any and all phases of Additional Properties.

SECTION 10. Member shall mean and refer to every person or entity who has a Membership in the Association.

SECTION 11. Membership shall mean and refer to the rights, benefits, duties and obligations which shall inure to the benefit of and burden each Member as hereinafter set forth in Article V.

Every person who is a record owner of a fee or undivided fee interest in any Site which is subject, by covenants of record, to assessment by the Association, including contract sellers but excluding persons who hold an interest merely as security for the performance of an obligation, shall be a member of the Association. Ownership of such interest shall be the sole qualification for such membership. There shall be two (2) classes of Membership in the Association as set forth hereinafter in Article V, Section 3, (Voting Rights) and each class of Membership shall have the votes as defined therein. Membership shall be appurtenant to and may not be separated from ownership of any Site which is the subject of this Declaration. The Board of Directors may make reasonable rules regarding proof of ownership.

SECTION 12. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Site which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 13. Properties shall mean and refer to all of Carolina Place, Phase 1 as shown on the Plat and any of the Additional Properties that may hereafter be brought within the jurisdiction of the Association as herein provided.

SECTION 14. Site shall mean and refer to any of the numbered lots or units in any phase of Carolina Place as shown on the Plat or recorded maps of Additional Properties, as recorded in

the Brunswick County Registry, together with all improvements, including any structure or dwelling unit, constructed thereon.

ARTICLE II
PROPERTY RIGHTS

SECTION 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area (but not the Limited Common Area), if any, which shall be appurtenant to and shall pass with the title to every Site, subject to the following provisions:

- A. The right of the Association to dedicate or transfer all or part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective until approved by vote of at least two-thirds (2/3) of the Members as indicated in an instrument executed by the Association and recorded in the Brunswick County Registry.
- B. The right of the Association to impose regulations for the use and enjoyment of the Common Area, if any, and improvements thereon, which regulations may further restrict the use of the Common Area.
- C. The right of the Association to limit the number of guests of Members allowed to utilize any Site or Common Area.
- D. The Association may not restrict the right of utilization of any Limited Common Area nor may any Limited Common Area be conveyed without the consent of the Member entitled to utilization thereof.

SECTION 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas to the members of his family, his tenants or contract purchasers provided that such shall occupy the Owner's Site.

SECTION 3. Conveyance of Common Areas. The Declarant hereby covenants, for itself, its successors and assigns, that it will, at the time determined by Declarant but in no event later than July 31, 2015, convey fee simple title to the roadways and areas not designated as Sites for individual ownership to the Association free and clear of all liens and encumbrances but subject to these restrictions, utility and drainage easements of record, easements to governmental authorities and easements to utility companies providing services to the Property. Similarly the Declarant will convey to the Association, upon the same conditions and for the same uses and purposes, the Common Areas which are part of any Additional Properties annexed hereto in the future.

SECTION 4. Off-Street Parking. The Association, in its discretion, may control or prohibit the use of Common Areas for parking of private vehicles. The Owner shall be entitled to the right of ingress and egress to his Site. No boats, trailers, campers or recreational vehicles



shall be parked upon the Common Areas or rights of way of any public or private street in or adjacent to the Property unless in a place designated therefor by the Association.

SECTION 5. Site Restrictions. Each Site shall constitute a single-family residential building lot. The lay of the lots, as shown on the Plat, may be altered by recordation of an amended Plat prior to conveyance of the Common Area to the Association; provided further that no lot or group of lots may be resubdivided so as to produce a greater number of lot than shown on the aforementioned Plat.

ARTICLE III EASEMENTS

SECTION 1. Utilities. The Declarant reserves unto itself, its successors and assigns, a perpetual alienable and releasable easement and right, on, over and under 1) the Common Area; b) within five (5) feet along side and rear boundary lines of each and every Site; and c) within ten (10) feet along the front and street-facing boundaries of each and every Site, to erect, maintain, inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over such Site and such other areas as are shown on the Plat, provided further, that the Declarant may cut drain ways for surface water whenever such may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. Perpetual, alienable easements are reserved as necessary in the Properties and the Common Areas thereof for the installation and maintenance of underground utilities and drainage facilities.

SECTION 2. Access. The Declarant hereby reserves unto itself, its successors and assigns perpetual, alienable easements over all streets and Common Areas as necessary to provide access, ingress and egress to the Additional Properties, should Declarant acquire or develop any Additional Properties and annex the same to this Declaration as herein provided.

SECTION 3. Emergency. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon the Sites and Common Areas in performance of their duties.

SECTION 4. Entry. In case of any emergency originating or threatening any Site or the Common Areas, regardless whether any Site Owner is present at the time of such emergency, the Board of Directors or any other person authorized by it, shall have the right to enter any Site for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs, and such right of entry shall be immediate.

SECTION 5. Lighting. The Declarant reserves unto itself, its successors and assigns, the right to subject the Property to a contract with appropriate utility service for installation of street lighting, which contract may require a continuing monthly payment to such utility service by the Association for street lighting service.



SECTION 6. Survival. All easements and rights described herein are easements appurtenant, running with the Property, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person(s) having interest in the Property, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Qualification. Every Owner of a Site in the Properties shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Site.

SECTION 2. Control of Association. The Declarant, so long as it owns at least 10% of the Sites, shall have the right to designate and select a majority of the persons who shall serve as member(s) of the Board of the Association. So long as Declarant shall be entitled to designate person(s) to serve on said Board of Directors, Declarant shall have the right at any time in its sole discretion to remove any person(s) selected by it and to replace said person(s) with another person or persons to act in the place of any member so removed for the remainder of the removed persons unexpired term. Nothing herein shall prohibit the Declarant from relinquishing or deferring such appointment rights to the Association membership earlier.

SECTION 3. Voting Rights.

- A. All Owners of Sites in Carolina Place shall be entitled to one vote in the affairs of the Association for each Site owned. When more than one person holds an interest in any Site, all such persons shall be Members. The vote for such Site shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Site. The Association has the right to suspend the voting rights and privileges of an Owner for any period during which any assessment against his Site is not paid in full; however, access to the Owner's Site shall not be denied.

ARTICLE V
COVENANTS FOR ASSESSMENTS

SECTION 1. Creation of the Lien; Personal Obligation of Assessments. The Declarant, for each Site owned within the Properties, hereby covenants, and each Owner of any Site by acceptance of a deed there from, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- A. Annual assessments or charges, and



- B. Special assessments, such assessments to be established and collected as hereinafter provided.
- C. Working capital due at closing.

The Annual and Special assessments, together with interest, costs and reasonable attorney's fees incurred for collecting such assessments, shall be a charge on the land and shall be a continuing lien upon the Site 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 the Owner of such Site at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of all roads, streets, curbs, easements, utilities and the Common Areas, to carry out the obligations of the Association and to administer the Association.

SECTION 3. Annual Assessments. Annual assessments shall be in an amount to be fixed from year-to-year by the Board of Directors which may establish different rates from year-to-year as it may deem necessary for the purposes set forth in Section 2 above. The amount of the annual assessment against each Site for any given year shall be fixed at least thirty (30) days in advance of the annual assessment period and written notice to the Owners to be subjected thereto shall be delivered to the Owners at or prior to the closing of their Site(s). Written notice of each annual assessment thereafter shall be sent to every Owner subject thereto. Annual Assessments are to be paid quarterly with due dates of January 1, April 1, July 1 and October 1. Any assessment not paid by the fifteenth (15th) day of the respective quarterly due date, shall incur late charges and interest, as applicable. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether any assessment of a specified Site has been paid.

SECTION 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, one or more special assessments, applicable to the year only, for any purpose for which the Association is authorized to expend funds provided that any such assessment for the purpose of constructing new capital improvements on Common Areas shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. All other special assessments may be adopted by a majority of all of the members of the Board of Directors.

SECTION 5. Insurance. The Board of Directors on behalf of the Association, as a Common Expense, shall at all times keep the property of the Association insured against loss or damage by fire or other hazards and other such risks, including but not limited to directors' liability and public liability insurance, upon such terms and for such amounts as may be reasonably necessary from time-to-time to protect the Properties and Common Areas (including



Limited Common Areas), which insurance shall be payable in case of loss to the Association for all Members. The Association shall have the sole authority to deal with the insurer in the settlement of claims. Such insurance shall be obtained without prejudice to the right of each Member to insure his personal property for his own benefit at his own expense. In no event shall the insurance coverage obtained by the Association be brought into contribution with insurance purchased by Members or their mortgagees. The Association shall insure no personal property of an Owner, even if located on or in a Common Area (whether Limited Common Area or not).

SECTION 6. Insurance Assessments. All insurance policy premiums on the Common Areas for the benefit of the Association purchased by the Board of Directors or its designee and any deductibles payable by the Association upon loss shall be a Common Expense and the Association may either levy against the Owners equally as an additional annual assessed said amount, (herein call "insurance Assessment") which shall be in addition to the amounts provided for under Section 2 above, in an amount sufficient to pay the annual cost of all such insurance premiums, or shall include such amount in its annual budget as a Common Expense.

SECTION 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Sites; provided, however, that the assessments for unimproved Sites shall be equal to one-half the amount of the assessment for a Site upon which a dwelling unit has been constructed. For the purpose of this assessment, a property will be assessed as unimproved until issuance of a certificate of occupancy for a dwelling located thereon. Assessments may be collected on a monthly, quarterly or annual basis as determined by the Board.

SECTION 8. Commencement of Assessments. Annual assessments for each Site shall commence upon the date of acceptance by an Owner of a deed from Declarant. Declarant shall not be required to pay annual assessments on unsold Sites retained by the Declarant until a primary residential structure, with Certificate of Occupancy issued, has been constructed on a Site. No special assessment shall be payable by Declarant for any Site for which, as of the due date for such assessment, there is no completed primary residential structure with Certificate of Occupancy thereon.

SECTION 9. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or file and foreclose a lien against the Site, which lien shall be filed as a prime contractor's lien as set out in the North Carolina General Statutes. No Owner may waive or otherwise escape liability for any assessments provided for herein by non-use of the Common Area or abandonment of his Site. All costs, including attorney fees, shall be the responsibility of the delinquent Owner, and shall be included in any judgment entered as a cost of the proceeding.

SECTION 10. Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Site shall not affect the assessment lien. However, the sale or transfer of any Site pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such



assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Site from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 11. Working Capital. At every closing, wherein the Declarant sells to a third party, the Association shall collect Two Hundred Dollars (\$200.) working capital. Declarant reserves the right to amend this section including the amount at any time.

ARTICLE VI
ARCHITECTURAL CONTROL

SECTION 1. Building and Site Improvements. No dwelling, fence, wall or other structure shall be commenced, erected, or maintained upon my Site in the Properties, nor shall any exterior addition to or change in or alteration thereof (including painting or repainting of exterior surfaces) be made until the plans and specifications have been submitted and approved as more fully set out hereinafter.

The Board of Directors of the Association shall, as determined by it, either sit as an Architectural Control Board, or shall appoint a three (3) person committee to sit as an Architectural Control Board ("Association Committee"). The Association Committee shall review all alterations to previously approved improvements (including renovations and repairs impacting exterior appearance), and shall further review all changes in the initially approved plans for each Site.

At least thirty (30) days prior to the anticipated commencement of any construction, erection, establishment or modification of any structure or improvement on any Site, the Owner of such Property (or his duly appointed agent) shall submit to the Chairman of either the Association Committee or the Architectural Review Board as appropriate, a plat of the Site, which plat shall show each Site corner, as to new construction, and there shall be shown thereon the proposed location of all proposed and existing structures or improvements, including driveways, bulkheads, piers, patios, decks and walkways. There shall further be provided sufficient building elevations and other site plans, including a statement of exterior building materials and proposed exterior colors, to allow the appropriate committee to accurately evaluate all structures and improvements proposed for construction on the Site. There shall be submitted two (2) copies of all information required to be submitted. Within thirty (30) days after the receipt of all required information, the appropriate committee shall submit in writing to the Owner of the Site whether or not the requested construction and/or landscape plans are approved. The response of the appropriate committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed determination that the information submitted was inadequate, and the thirty (30) day time for response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the construction shall be deemed approval by the Owner of the Site of the conditions imposed. Any improved landscape plan shall be approved subject to the express condition, whether or not so stated in the Letter of Approval, that the landscape plan shall be fully implemented in a professional way as soon as



reasonably possible following completion of construction of improvements on the Site, and shall be further conditioned upon the commitment of the Owner of the Site to complete timely such landscape plan, and once implemented, said landscaping shall be maintained in a professional manner at all times. There shall be a \$ 25.00 Architectural Review fee paid to the Association upon each and every submission.

The appropriate committee shall approve the plans as submitted, if all required information is submitted, if all specific requirements imposed by this Declaration are met, and the following affirmative findings are made:

- A. That the improvements sought to be constructed will not have negative economic impact on any other Sites;
- B. That all required specific building standards and other conditions contained within this Declaration, the guidelines established by the applicable committee for utilization throughout Carolina Place, and other applicable legal documents have been complied with;
- C. That the improvements are architecturally compatible with proposed or constructed improvements on other Sites.;

SECTION 2. Requirements. Homes shall have a minimum of One Thousand (1,000) square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed and unroofed porches, sundecks, patios, terraces, carports and other buildings).

- A. The allowable built-upon area per lot is 2,270 square feet, inclusive of that portion of the right of way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, but not including wood decking, or the water surface of swimming pools.
- B. The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the Division of Water Quality.
- C. Filling in or piping of any vegetative conveyances, including but not limited to ditches and swales, associated with the development except for average driveway crossings, is strictly prohibited.
- D. Lots within CAMA's Area of Environmental Concern (AEC) may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.
- E. Each lot must maintain a 30-foot wide vegetated buffer between all impervious areas and surface water.
- F. Since the establishment of inflexible building setback lines for location of house on Sites tends to have detrimental effects on privacy, view, preservation of important trees and other vegetation, and may have ecological consequences which are undesirable, no specific setback lines are established by this



Declaration. In order to assure, however, that the foregoing considerations are given maximum effect, the Site and location of any house or other structure upon any Site shall be controlled by and must be approved by the appropriate committee.

- G. No structure shall be erected, altered, placed or permitted to remain on any Site, except one single-family dwelling not to exceed two stories in height, and one or more accessory buildings (which may include detached private garage, or guest facilities) provided the use of such dwelling or accessory building does not in the opinion of the appropriate committee overcrowd the Site, and provided further, that such buildings are not used for any activity normally conducted as a business. Architectural features extending above the roof line may be approved if compatible with the primary structure.
- H. All structures constructed on any Site shall be stick built of substantially new material. No mobile or modular homes shall be erected on any lot. Once commenced, construction of improvements must be completed within six months or the site owner shall pay a \$ 10.00 per day penalty to the Association until a certificate of occupancy is issued for the site.
- I. All service utilities, fuel tanks, clothes lines, wood piles and trash and garbage accumulations are to be enclosed within a fence, wall or plant screen of a type and size approved by the appropriate committee, so as to preclude the same from causing an unsightly view from any highway, street or way within the Property, or from any other Site.

SECTION 3. Maintenance by Association. The Association shall maintain all Common Areas (including Limited Common Areas), including roadways, plantings and shrubbery, boardwalks or walkways located thereon, garages within Common Areas, exterior lighting fixtures (including bulbs) and shall pay all costs of operation thereof, including premiums associated with general liability insurance insuring the Association from liability arising from ownership and operation thereof. The Association, at its expense, shall be responsible for maintaining, repairing and replacing the planted areas, the storm water drainage system, including any retention pond, all drainage lines, pipes and ditches which are located on the Properties, except those constructed by individual Site owners and located within individual Sites. The Association shall have the right to go onto the Sites at reasonable times for the purpose of maintaining, repairing and replacing all utility and drainage lines and pipes which might be located on such Sites; and each Owner hereby grants permission to the Association for its representatives to enter his Site for such purposes.

ARTICLE VII USE RESTRICTIONS

SECTION 1. Land Use and Building Type. No Site in Carolina Place shall be used for any purposes except for residential purposes provided, however, that so long as Declarant retains



Sites for sale, nothing herein contained shall prevent or limit Declarant or its agents from maintaining a model unit on the Property and from conducting sales of Carolina Place Properties from said Site. Any building erected, altered, placed or permitted to remain on any Site shall be subject to the provisions of Article VI of this Declaration relating to architectural control. Different land use restrictions and architectural control guidelines may be established for adjoining properties to be developed by Declarant.

SECTION 2. Nuisances. No noxious or offensive activity shall be carried on upon any Site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, or unpleasant so as to diminish or destroy the enjoyment of other properties by the Owners thereof. It shall be the responsibility of each Site owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on such Site which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. The Board of Directors shall have complete authority to determine what activities are restricted by this section.

SECTION 3. Site Maintenance. In the event that any Site owner shall fail or refuse to keep his Site free from weeds, underbrush or refuse piles, or unsightly growth or objects, then, after thirty (30) days notice from the appropriate committee, during the months of January, February, March, April, October, November and December and after ten (7) days notice during the months of May, June, July, August and September, the appropriate association, or its designee, shall enter upon such Site and remove the same at the expense of the Owner, and such entrance shall not be deemed a trespass. In the event of such removal, the expense of such maintenance will be placed on such owner's account and such amounts shall be due and payable within thirty (30) days after the Owner is billed therefore. The Association has the right to assess fines in the event of habitual infractions. These fines shall be determined by the association and are not to exceed \$100.00 per incident.

SECTION 4. Temporary Structures. No temporary house, trailer, tent, garage or other out building shall be placed or erected on any Site; provided, however, that the Declarant may grant permission for any such temporary structures for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling house.

SECTION 5. Recreational Vehicles. No boat, motorboat, camper, trailer, motor or mobile home, tow truck or similar type vehicle, except for temporary construction or sales trailers during the construction, shall be stored on any Site longer than 48 hours unless it is stored within a garage or carport.

SECTION 6. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Site or in any dwelling except that dogs, cats or other household pets may be kept, or maintained provided that they are not kept or maintained for commercial purposes and proved further that they are not allowed to run free and are at all times properly leashed.



SECTION 7. TV Satellite Dishes and Outside Antennas. TV satellite signal receiving dishes and antenna shall be adequately screened from view from Common Areas and other Sites. No outside radio or television antenna shall be erected on any Site or dwelling unit within the Properties unless and until permission for the same has been granted by the Architectural Control Board or its Association committee.

SECTION 8. Window Coverings. All drapes, curtains or other similar materials hung at windows so as to be visible from outside the home shall be of a white or neutral background material.

SECTION 9. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any Sites shall be clear, white or non frosted lights or bulbs. Light wattage and placement shall be approved by the Architectural Control Board.

SECTION 10. Junk Vehicles. No inoperable vehicle or vehicles will be permitted on the Property. The Association shall have the right to have all such vehicles towed away at the Owner's expense.

SECTION 11. Signs. No signs, except name identification of the owner not to exceed three (3) square feet, shall be erected or placed on any Site; no "For Sale" signs will be allowed on undeveloped or vacant Sites. "For Sale" signs will be allowed on houses but must be approved by the Architectural Control Board.

SECTION 12. Burning. No outside burning of trash, garbage or household refuse shall be permitted.

SECTION 13. Trees. No tree with a diameter of six inches or larger when measured at a height of 4 feet above ground shall be cut or removed without approval of the Architectural Control Board. The Association shall have the power to levy penalties and fines for the violation of Article VII, Section 1-13.

SECTION 14. Parking. On-street parking, except by visitors, is prohibited. Visitor parking should be held to a minimum. No overnight on-street parking is allowed. The Association has the right to tow away vehicles parked overnight. Over-flow parking is the Post Office and Pool parking lots. The Association has the right to assess fines in the event of habitual infractions. These fines shall be determined by the association and are not to exceed \$100.00 per incident.

ARTICLE VIII ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Approval. Except as provided in Section 2 below, annexation of Additional Property shall require the assent of two-thirds (2/3) of the Members at a meeting called for this purpose. Written notice of such meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.



SECTION 2. By Declarant. If the Declarant, its successors or assigns, shall develop all or any lands in close proximity to the Properties, said additional lands or any portion thereof may be annexed to said Properties without the assent of any other person or entity. Annexation provided for in this section shall become effective upon the filing by the Declarant of a Supplemental or Amended Declaration in the Office of the Register of Deeds of Brunswick County. Such additional lands to be annexed hereto shall be developed in the same general scheme of development as Carolina Place, Phase I.

ARTICLE IX RULES AND REGULATIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Enforcement of Storm Water Runoff Regulations. No more than 2270 square feet of any residential lot, including that portion of the right-of-way between the edge of the paved right-of-way and the front lot line, shall be covered by impervious structures or material, including, but not limited to, asphalt, gravel, concrete, brick, stone, slate or similar material. This provision is intended to insure compliance with Title 1S NCAC 2H.1003 and therefore inures to the benefit of the State of North Carolina. The provisions contained herein shall not be amended without the consent of the State of North Carolina. This provision may be enforced by the State of North Carolina. This covenant shall run with the land and shall be binding on all parties and all persons claiming under them.

SECTION 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

SECTION 4. Sites Subject to Declaration. All present and future owners, tenants and occupants of Sites and their guest(s) or invitee(s), shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time-to-time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Site shall constitute an agreement that the provisions of this Declaration area accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of any Site. Their respective legal representative's heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any Site as though such provisions were made a part of each and every Deed of Conveyance or Lease.

SECTION 5. Amendment of Declaration. Declarant reserves the right any time prior to all lots being sold, these protective covenants may be amended by the Declarant at its sole




discretion. Retention of this right by the Declarant is not intended to affect the general or common scheme of development for the property herein described but to correct and modify situations or circumstances which may arise during the course of development. These protective covenants may also be amended by a vote of not less than sixty-seven percent (67%) of the owners and an instrument must be recorded at the Brunswick County Registry for such an amendment to be effective. In no event may the protective covenants be amended so as to alter any obligations to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein or so to deprive the Declarant, its designee, its successors and assigns of any rights herein granted are reserved unto the Declarant.

SECTION 6. Adoption. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of each Site and all Common Areas. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded and maintained in a place convenient to the Owners and available to them for inspection during normal business hours.

IN WITNESS WHEREOF, Wilmington Subdivision Company, L.L.C., a North Carolina limited liability company, the Declarant herein, has caused this Declaration to be executed this day 6 of March, 2014.

Carolina Place Homeowners Association

By: 

Douglas Pratt-President



Larry Spelts-Board Member



James Mulcahy-Board Member



STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, Rebecca Williams, a Notary Public for said County and State, do hereby certify that Douglas Pratt, Member/Manager for Wilmington Subdivision Company, L.L.C., personally appeared before me this day, and acknowledged the due execution of the foregoing and annexed instrument for the purpose therein expressed for and in behalf of the said Wilmington Subdivision Company, L.L.C.

WITNESS my hand and seal this
6 day of March, 2014.

Rebecca M Williams
NOTARY PUBLIC

My Commission Expires: November 24, 2018

REBECCA M. WILLIAMS
Notary Public
Brunswick County, NC
My Commission Expires 11/24/2018

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, Rebecca Williams, a Notary Public for said County and State, do hereby certify that Larry Spelts, Member/Manager for Wilmington Subdivision Company, L.L.C., personally appeared before me this day, and acknowledged the due execution of the foregoing and annexed instrument for the purpose therein expressed for and in behalf of the said Wilmington Subdivision Company, L.L.C.

WITNESS my hand and seal this
6 day of March, 2014.

Rebecca M Williams
NOTARY PUBLIC

My Commission Expires: November 24, 2018

REBECCA M. WILLIAMS
Notary Public
Brunswick County, NC
My Commission Expires 11/24/2018

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, Rebecca Williams, a Notary Public for said County and State, do hereby certify that James Mulcahy, Member/Manager for Wilmington Subdivision Company, L.L.C., personally appeared before me this day, and acknowledged the due execution of the foregoing and annexed instrument for the purpose therein expressed for and in behalf of the said Wilmington Subdivision Company, L.L.C.

WITNESS my hand and seal this
7 day of March, 2014.

Rebecca M Williams
NOTARY PUBLIC

My Commission Expires: November 24, 2018

REBECCA M. WILLIAMS
Notary Public
Brunswick County, NC
My Commission Expires 11/24/2018