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AMENDED AND RESTATED MASTER DECLARATION
AND
DEVELOPMENT PLAN
FOR
BRUNSWICK PLANTATION

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AMENDED AND RESTATED MASTER DECLARATION
AND DEVELOPMENT PLAN
FOR
BRUNSWICK PLANTATION

THIS AMENDED AND RESTATED MASTER DECLARATION AND DEVELOPMENT PLAN FOR BRUNSWICK PLANTATION ("Master Declaration") is made this the 15th day of May, 2015 by Brunswick Plantation Property Owners Association, Inc., a North Carolina non-profit corporation ("Association").

R E C I T A L S:

WHEREAS, Caw Caw Land Corporation, a North Carolina corporation ("Declarant") established and recorded the Master Declaration and Development Plan for Brunswick Plantation on April 19, 1991 in Book 839, Pages 690 through 734 in the office of the Register of Deeds of Brunswick County (hereinafter, as amended, consolidated, and supplemented, the "Original Master Declaration"); and

WHEREAS, Declarant, at various times since 1991, recorded several amendments to the Original Master Declaration to change the terms and provisions thereof and recorded Supplemental Declarations to subject additional property to the terms of the Original Master Declaration; and

WHEREAS, Declarant recorded the Consolidated Master Declaration and Development Plan for Brunswick Plantation on January 29, 2007 in Book 2545, at Page 797 in the office of the Register of Deeds of Brunswick County, which document consolidated the prior amendments to the Original Master Declaration and Supplemental Declarations and further changed the terms and provisions of the Original Master Declaration; and

WHEREAS, the Original Master Declaration encumbers the property described therein and later subjected thereto through Supplemental Declarations; and

WHEREAS, pursuant to Article Thirteen, Section Six of the Original Master Declaration, the Association, after Turnover (as that term is defined in the Original Master Declaration), may unilaterally amend the Original Master Declaration as long as the amendment will not affect the Plan of Development as set forth in the Original Master Declaration; and

WHEREAS, Turnover has occurred and the Association desires to amend and restate the Original Master Declaration in a manner that will not affect the Plan of Development as set forth in the Original Master Declaration.

NOW, THEREFORE, the Association hereby covenants and declares on behalf of itself and its successors and assigns that the Original Master Declaration is hereby amended and restated in its entirety. The real estate previously made subject to the Original Master Declaration from the date this Master Declaration is recorded in the office of the Register of



Deeds of Brunswick County shall be held, conveyed, acquired and encumbered subject to the terms and provisions hereof, all of which shall run with the real estate and bind and inure to the benefit of all current owners and prospective purchasers and parties who have or may acquire any right, title, estate or interest in or to any of such real estate or who have or may acquire any right or occupancy of or interest upon any portion thereof, all subject to the right of the Association to amend this Master Declaration according to its terms.

ARTICLE ONE
AMENDMENT AND RESTATEMENT OF ORIGINAL MASTER DECLARATION

The Original Master Declaration is hereby amended to delete and rescind the Original Master Declaration in its entirety, subject to Article Six herein, and adopt in its place instead this Master Declaration.

ARTICLE TWO
DEFINITIONS

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

1. **"Additional Property"** shall mean property described in **Exhibit B** which may be added to the Development and subjected to the terms of this Master Declaration as set forth in Article Four.
2. **"Architectural Standards Committee" or "Committee"** shall mean the committee appointed by the Board for the purpose of establishing and enforcing the architectural standards of the Property.
3. **"Articles"** shall mean the Articles of Incorporation of Brunswick Plantation Property Owners Association, Inc. filed with the North Carolina Secretary of State, as may be amended from time to time per the terms thereof.
4. **"Assessment"** shall mean assessments levied on Lots, Dwelling Units, Recreational Amenities, and Commercial Lots to fund the Common Expense as established by the Association. Assessments shall include: (i) Annual Assessments, (ii) Special Assessments and (iii) Benefitted Assessments as those terms are defined in Article Eight herein.
5. **"Association"** shall mean Brunswick Plantation Property Owners Association, Inc., a not-for-profit corporation.
6. **"Association Documents"** shall mean collectively the Articles of Incorporation, the Bylaws, this Master Declaration, the Rules, the Design Standards adopted by the Association, if any, and any resolutions adopted by the Board, all as may be amended, restated and revised from time to time. Any exhibit, schedule or amendment to an Association Document shall be considered a part of that document.
7. **"Board" or "Board of Directors"** shall mean the Board of Directors of the Association.

8. **"Brunswick House"** shall mean the Membership Clubhouse located on the Property at 382 Brunswick Drive.

9. **"Bylaws"** shall mean the Bylaws of the Association, a copy of which is attached hereto as **Exhibit A**.

10. **"Common Area"** or **"Common Property"** shall mean all real and personal property: (a) designated and shown in writing on a recorded plat by the Declarant as Common Area or Common Property; or (b) conveyed to the Association for the use and benefit of the Owners. Such real property may include without limitation, roads, driveways, walkways, any rights-of-way reserved to the Association, real property owned by the Association located outside of the Development, open spaces (both landscape and natural), lagoons, lakes, ponds and certain other components of the drainage and Stormwater Management Facilities. Common Property shall not include bulkheads which have been designated as property of the Golf Course, common property of a Sub-Association, or part of a Lot.

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

11. **"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.

12. **"Commercial Lot"** shall mean a Lot used for non-residential purposes.

13. **"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 this Master Declaration through an assignment or in an instrument of conveyance or assignment.

14. **"Design Standards"** shall mean the Brunswick Plantation Architectural Plan and Residential Design and Construction Standards and other guidelines, standards, controls, and procedures including but not limited to, application and review procedures, adopted pursuant to Article Thirteen and applicable to the Property.

15. **"Dwelling Unit"** shall mean any building or structure or portion of a building or structure situated upon the Property which is intended for use and occupancy as an attached or detached residence for a single family, whether in a Single-Family Detached Dwelling Area or a Multi-Family Area.

16. **"Landscaping"** shall mean living plants, shrubs, trees, vegetation, vegetable gardens, ground coverings (including grass and sod) and appurtenant live/growing vegetative materials, straw, mulches, composting materials, pools (other than swimming pools), ornamental ponds, ornamental structures, fountains, and any other living or non-living material or structure reasonably constituting a part of any or all of the foregoing installed upon a Lot or Common Property.



17. **"Lot"** shall mean a portion of the Property, whether improved or unimproved, other than Common Area, property dedicated to the public, or Recreational Amenities and Commercial Lots, which may be independently owned and conveyed and which is separately identified on a map of all or any portion of the Property recorded in the Register of Deeds. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon, including but not limited to the Dwelling Unit.

18. **"Master Declaration"** shall mean this document, as the same may be altered or amended by authorized amendments and Supplemental Declarations filed in the office of the Register of Deeds, Brunswick County, North Carolina.

19. **"Member"** shall mean every person or entity who is an Owner of a Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot, provided that any such person or entity who holds interest merely as security for the performance of an obligation shall not be a Member.

20. **"Membership Clubhouse"** shall mean any clubhouse owned by the Association for the use and benefit of the Members.

21. **"Mortgage"** shall mean a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

22. **"Mortgagee"** shall mean a beneficiary or holder of a Mortgage.

23. **"Multi-Family Area"** shall mean those areas within the Property restricted to the erection of attached Dwelling Units.

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

25. **"Owner"** shall mean the record owner, whether one or more persons or entities, of record title to any Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot in the Property; 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.

26. **"Person"** shall mean a natural person, corporation, partnership, limited liability company, association, trust or other legal entity, or any combination thereof.

27. **"Permit"** shall mean any North Carolina Stormwater Management Permit (s) issued for the Property, and any amendments, additions or replacements thereof.

28. **"Plan of Development"** shall mean the plan to develop the Property set forth in Article Three herein.

29. **"Property" or "Development"** shall mean the property previously made subject to the Original Master Declaration as described in the Original Master Declaration and all Supplemental Declarations and any Additional Property which may hereafter be made subject to this Master Declaration.



30. **"Recreational Amenity"** shall mean a parcel of land within the Property other than Common Area, a Lot, or Commercial Lot, used for recreational purposes. The Brunswick Plantation Golf Course located at 380 Brunswick Drive, the associated club house, pro shop, driving range, restaurant, and lounge (collectively "Golf Course") which are all operated on a fee or charge basis, is the only Recreational Amenity.

31. **"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 Association Document.

32. **"Single-Family Detached Dwelling Area"** shall mean those areas within the Property restricted to the erection of single-family detached Dwelling Units.

33. **"Stormwater Management Facilities"** shall mean all areas consisting of ditches and swales, retention ponds and other improvements which are constructed pursuant to, and regulated by, the Permit(s).

34. **"Supplemental Declaration"** shall mean a supplement to this Master Declaration filed pursuant to Article Four, which subjects Additional Property to the Master Declaration and identifies the Common Area within the Additional Property and/or establishes additional covenants, conditions and restrictions for that particular parcel of property including Single-Family Detached Dwelling Areas and Multi-Family Areas.

35. **"Sub-Association"** shall mean and refer to a nonprofit corporation whose members are comprised of Owners of property in any condominium, planned community or planned unit development within a particular phase or section, but less than all, of the Property.

36. **"Upkeep"** shall mean care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

ARTICLE THREE
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 Dwelling Units, some areas restricted to multi-family attached Dwelling Units which may be rented on a temporary basis and some areas devoted to commercial uses, such as (but not limited to) the 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 Property and members of the public on a fee or charge basis.

A non-profit property owners association will own, manage, and maintain all of the Common Areas or Common Property of the Development (except common property included as part of a condominium and maintained by the condominium regime) which will include one or more private property owner's club house, swimming pool, and tennis courts, as well as all of the streets, ponds, lagoons and the stormwater drainage system. The Association will collect the fees necessary to carry out these functions and in addition it will have authority to enforce the provisions of this Master Declaration, which includes architectural and landscape approval.



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 prior to or simultaneously with the Supplemental Declaration. The plat for such area shall clearly show the Common Property, 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. A condominium master declaration is a Supplemental 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 Property and facilities. No Lot or Dwelling Unit 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 Unit.

Section 4. THE WATER AND SEWER SYSTEMS: Brunswick County now owns and operates the water and sewer facilities serving the Property, including all lines, pumps, pipes, water towers or tanks, or other systems related thereto which are located within the Development and which are not a portion of a Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot. Notwithstanding the foregoing, however, a private water (subject to county ordinances and regulations) well may be used for irrigation of Landscaping on the Lots and for geothermal purposes, but for no other purpose.

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

ARTICLE FOUR
PROPERTY SUBJECT TO THIS MASTER DECLARATION

Section 1. APPLICABILITY: This Master Declaration shall apply to the Property, which includes the property 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, Book 828, at Page 777, Book 1258, Page 1207, Book 1273, Page 1380, Book 1206, Page 1162, Book 1337, Page 988, Book 1192, Page 525 (as to Tracts Five, Six and Seven described therein), Book 1129, Page 469, Book 1088, Page 525, Book 2120, Page 1225, Book 2120, Page 1228, Book 2010, Page 1071, Book 1784, Page 1200, Book 1922, Page 979, Book 1691, Page 504, Book 1857, Page 1024 (as to Tract Six described therein), Book 2368, Page 535, Book 2392, Page 181, and Book 2440, Page 1282 all recorded in the office of the Register of Deeds of Brunswick County, together with such portions of the Additional Property that may hereafter be subjected to the Master Declaration. Portions of the Additional Property may be added to the Development and subjected to the Master Declaration by the Declarant (with the Association's cooperation as set forth below) by:



(a) Filing a map showing the property, including the Common Property, to be subjected to the Master Declaration, together with a Supplemental Declaration which recites that the property shown on the map is subject to this Master Declaration and the additional covenants and restrictions which may apply to that particular area as contained in the Supplemental Declaration.

(b) The Declarant shall not add any Additional Property to the Property and subject said property to the Master Declaration unless the following conditions are met:

(i) The Declarant must own the Additional Property at the time the Supplemental Declaration is filed.

(ii) No existing structures may be located on the Additional Property at the time the Supplemental Declaration is filed.

(iii) The Additional Property must be contiguous to the Property subject to the Master Declaration. "Contiguous" shall mean that the Additional Property directly adjoins or borders the Property.

(iv) The Additional Property must have been approved by the Brunswick County Planning Department as part of the Brunswick Plantation PUD and the planned uses of the Additional Property must be consistent with the Plan of Development set forth in Article Three herein.

(v) The Declarant must agree to maintain the Additional Property, including any Common Property and Stormwater Management Facilities, unless and until the Common Property is conveyed to the Association or the Association and Declarant enter into an agreement regarding maintenance of the Common Property. The Association will accept conveyance of the Common Property only after the Common Property and all improvements thereon are completed to the reasonable satisfaction of the Association.

(vi) The Declarant must form a Sub-Association to maintain and operate any Commercial Lots added as Additional Property, unless this requirement is waived by the Association in writing.

If the above described conditions are met, the Board shall record the Supplemental Declaration. The Declarant shall prepare the map and Supplemental Declaration and pay the recording fees.

The Declarant shall not add any property other than the Additional Property to the Property and subject said property to the Master Declaration without the prior written consent of the Board, which consent may be withheld by the Board in its sole discretion.

ARTICLE FIVE
MUTUALITY OF BENEFIT AND OBLIGATION

The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every part of the Property and are intended to create mutual, equitable



servitudes upon each of the Lots, Dwelling Units, Recreational Amenities, and Commercial Lots in favor of each and all of the other Lots, Dwelling Units, Recreational Amenities and Commercial Lots therein; to create reciprocal rights between the respective Owners of all said Lots, Dwelling Units, Recreational Amenities and Commercial Lots; to create a privity of contract and estate between the grantees of said Lots, Dwelling Units, Recreational Amenities and Commercial Lots, their heirs, successors and assigns, and shall operate as covenants running with the land for the benefit of each and all other Lots, Dwelling Units, Recreational Amenities and Commercial Lots in the Property and their respective Owners.

ARTICLE SIX
PROPERTY RIGHTS IN THE COMMON AREA

Section 1. EASEMENTS IN ORIGINAL MASTER DECLARATION.

Notwithstanding the replacement of the Original Master Declaration with this Master Declaration, all easements created and described in the Original Master Declaration shall be easements appurtenant to, and shall run with, the land by whomsoever owned, whether or not the same shall be contained or referred to in any future deed or conveyance, and shall at all times inure to the benefit and be binding upon the Association and the Owners, all their grantees and their respective heirs, successors, personal representatives or assigns, unless otherwise expressly provided herein.

Section 2. OWNER'S EASEMENTS OF ENJOYMENT IN THE COMMON

PROPERTY: Subject to the provisions of Section 5, the limitations if any which may be contained in any Supplemental Declaration and any other provisions contained in this Master Declaration, every Owner and Occupant shall have a permanent and perpetual easement for the use and enjoyment of the Common Property and this easement shall be appurtenant to and shall pass with title to every Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot. Such easement of enjoyment shall include but not be limited to the right of ingress and egress over the streets, roadways and walkways over the Common Property for the purpose of access to the Owner's Lot, Dwelling Unit, Recreational Amenity or Commercial Lot.

Section 3. TITLE TO THE COMMON AREA: The Declarant may (but is not obligated to) retain the legal title to all or portions of the Common Property until the later of: (i) December 31, 2015 or (ii) the date that is twenty (20) years after the date the portion of the property was subjected to this Master Declaration. Declarant shall convey all Common Property to the Association by one or more warranty deeds, at no cost to the Association and free and clear of all liens and encumbrances except this Master Declaration and utility and/or communication lines and conduit easements which may be located in the street right-of-ways. The Association shall not be obligated to accept the conveyance of any Common Area unless the improvements thereon are constructed to the reasonable satisfaction of the Association.

Section 4. TRANSFER OF THE PERMITS AND STORMWATER
MANAGEMENT FACILITIES

Notwithstanding anything to the contrary herein, including without limitation, Article Three hereof, the Association shall not be obligated to accept the transfer of any Stormwater Management Facilities or Permits until such Stormwater Management Facilities are certified as being in compliance with all pertinent regulations by the North Carolina Division of Water

Quality, and any other necessary government agencies, no more than thirty (30) days prior to said transfer. The Association shall also not be obligated to accept the transfer of any Stormwater Management Facilities or Permits which also serve Recreational Amenities or Commercial Lots until an agreement has been reached by all applicable parties as set forth below. Prior to certification by the North Carolina Division of Water Quality, and any other necessary government agencies, and transfer of the Stormwater Management Facilities and Permits, Declarant, as permittee under the Permits, shall remain solely responsible for the installation and repair of the Stormwater Management Facilities as set forth in the Permits; provided that the Association shall maintain the Stormwater Management Facilities located within the Common Area.

The Association shall not be obligated to maintain or repair any Stormwater Management Facilities or other property which is conveyed or dedicated to a Sub-Association, including without limitation The Commons II Homeowners Association, Inc. Stormwater Management Facilities which serve Lots, Dwelling Units and/or Common Area within the Property and also serve Recreational Amenities and/or Commercial Lots shall be maintained by, or the cost of maintenance shall be shared by, the Association and the Owner of the Recreational Amenity or Owner of the Commercial Lot served by the Stormwater Management Facilities. The Association, Owner of the Recreational Amenity, and/or Owner of the Commercial Lot may enter into an agreement to establish the maintenance obligations of the applicable parties in more detail.

Section 5. LIMITATION OF OWNERS' EASEMENTS: The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a) The right of the Association to set specific charges for the use, maintenance and repair of the Common Property; and

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

(c) The right of the Declarant and the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for the purpose of securing or providing its services; and

(d) The right of the Declarant, as long as Declarant owns any Common Area, without approval of the Association or any Owner, to dedicate or grant easements and rights-of-way over the Common Area owned by Declarant in accordance with the terms of this Master Declaration; and

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



Declaration. All provisions of this Master Declaration and any rules shall apply to all Owners, their contractors, and Occupants.

(f) The restrictions, if any, on the right of the transient occupants (renters) to use the Brunswick House and its pools and other amenities as may be set in the Master Declaration, Supplemental Declaration and/or any amendment thereto creating that particular condominium or any Recreational Amenity.

(g) The restrictions on the rights of tenants of Lots or Dwelling Units to use property owned by the Master Association located outside of the Development as may be set forth by the Board from time to time.

(h) Class "B" Members shall not have any easement for access to or right to use the Brunswick House or any other recreational amenities owned by the Association.

Section 6. EASEMENT FOR GOVERNMENTAL, HEALTH, WATER, SANITATION AND EMERGENCY SERVICES: A non-exclusive easement is hereby granted to the appropriate governmental authorities and appropriate private organizations supplying health, sanitation, police services and any emergency services, such as fire, ambulance and rescue services, for the purpose of ingress and egress over the Common Property. Declarant further grants an easement to Brunswick County over the Common Property as needed for the installation, maintenance and operation of the central water and sewer systems which already are or will serve the Development.

Section 7. 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 and Occupants, as well as members of the general public (in the discretion of the Declarant). Declarant 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 a Recreational Amenity shall set the charges and establish the terms and conditions under which an Owner of a Lot or Dwelling Unit in the Property may use these facilities. The only Recreational Amenity currently subject to this Master Declaration is the Golf Course. Declarant reserves the right to add additional Recreational Amenities to the Property and operate them as ongoing business enterprises as it deems desirable; provided Declarant may only create new Recreational Amenities on property other than Common Area owned by Declarant.

Section 8. EASEMENT FOR DECLARANT: The Declarant reserves for itself, its successors and assigns over, through, and under, and across the Common Property, the right, with the Board's prior written consent, to place such roads, utility systems, communication facilities, and drainage and stormwater systems as are necessary in its sole discretion for the proper development and administration of the Project.

Section 9. CHANGES IN BOUNDARIES; ADDITIONS TO DESIGNATED COMMON PROPERTY: Declarant expressly reserves for itself, its successors and assigns the



right to change and realign the boundaries of any portion of the Property owned by Declarant and not previously dedicated as Common Area.

Section 10. 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 Property, and their respective successors and assigns an easement upon, over, under and across (a) all of the Common Property, (b) all portions of the Multi-Family Areas on which Dwelling Units are not constructed or erected and (c) all land within 10 feet of any Lot line as shown on all plats of record; provided that said easement may not extend any further into a Lot than the setback line as indicated on the plat of record, for the purpose of installing, replacing, maintaining and operating all utilities including the water, sewer, stormwater management and drainage system(s).

Section 11. 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 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 Association, an easement, but not obligation, to enter upon any unimproved portion of any Lot or Multi-Family Area which is located within thirty feet of the water's edge of any lagoon, pond, water course and waterway, whether natural or manmade, or shown on any recorded plat or map 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 12. ENVIRONMENTAL EASEMENTS: Declarant reserves for its benefit, the Association and their respective agents and employees an easement on, over and across all Lots and all unimproved portions of 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 imposed or required by any governmental entity, such easement to include, without limitation, the right and obligation to enforce and comply with the stormwater management and drainage systems and all permits relating thereto, 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 13. IRRIGATION AND 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 easement and right (a) to pump water from the lagoons, ponds, waterways, basins, water dependent structures and other bodies of water located in the Development for the purpose of irrigating any portion of the Development owned by Declarant 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 Property and/or lands within the Property owned by the Declarant. After the Golf Course is transferred to a party other than Declarant, the Owner of the Golf Course's easements and rights described in (a) and (b) above shall be restricted to property within or directly adjacent to the Golf Course. Except as herein contained the pumping of any water



from any lagoon, pond, lake or body of water for any purpose other than firefighting is prohibited without express written permission of the owner of fee simple title to the lagoon, pond, lake or body of water.

There is hereby reserved for the benefit of the Association a permanent easement and right to (a) drill, install, locate, maintain and use wells, pumping stations, water towers, filtration basins and tanks and related water facilities and systems within the Common Property, (b) pump water from the ponds within the areas of Brunswick Plantation depicted on recorded maps of the Property and commonly known as "Magnolia Pump Station Holding Pond" and "Dogwood Pump Station Holding Pond" utilizing the Association's system or the irrigation system maintained by the Golf Course (the Association may not make any additional connections to irrigation systems maintained by the Golf Course without the Golf Course's consent) without any charge or fee (provided that this right may be suspended by the Owner of the Golf Course during any period in which the U.S. Drought Monitor, as defined in N.C.G.S. 143-350, or the Secretary of Environment and Natural Resources has designated an area in which the Golf Course is located as "Moderate", "Severe", "Extreme", or "Exceptional"), and (c) pump water from the lagoons, ponds, waterways, basins, water dependent structures and other bodies of water located in the Hamptons or other areas in the Property not adjacent to the Golf Course without any charge or fee for the purpose of irrigating any Common Property.

Section 14. ENTRY BY GOLFERS: Each Lot and Multi-Family Area adjacent to a golf fairway or green is hereby made subject to an easement in favor of registered golf course players to enter upon such property to retrieve a golf ball. This easement is for pedestrian access only and the player shall not use a golf cart or other vehicle for the purpose of entry on such adjoining property nor shall such player commit a nuisance while on such property.

Section 15. ENCROACHMENTS: No improvement shall be erected upon any pond, lagoon or other body of water within or adjacent to the Property unless permitted in writing by the Declarant or, if the proposed improvement will be located on Common Area, by the Association.

ARTICLE SEVEN
MEMBERSHIP, VOTING RIGHTS AND TURNOVER

Section 1. MEMBERSHIP: Every Person or entity who is an Owner of (a) a Lot, (b) a Dwelling Unit, (c) any Recreational Amenity or (d) any Commercial Lot 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 2. VOTING RIGHTS: The Association shall have two (2) 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 Owners of Recreational Amenities and Owners of Commercial Lots. 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; provided that Declarant shall be entitled



to one fifth (1/5) of a vote for each Lot or Dwelling Unit owned. 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 Owners of (1) Recreational Amenities and (2) Commercial Lots. The Owner of the Golf Course, a Recreational Amenity, shall be entitled to fifty (50) votes. The Board and the Declarant shall allocate votes to any other Recreational Amenities or Commercial Lots developed within the Property based on the amount and scope of services provided to the Recreational Amenity or Commercial Lot by the Association. A Recreational Amenity or Commercial Lot shall be allocated one (1) vote if:

- (i) The Recreational Amenity or Commercial Lot will not be a part of or benefit from any Stormwater Management Facilities serving any other portion of Brunswick Plantation and will not affect the impervious surface area or built upon area calculations under any Permits; and
- (ii) The Recreational Amenity or Commercial Lot will not be a part of or benefit from any drainage systems serving any other portion of Brunswick Plantation; and
- (iii) The Recreational Amenity or Commercial Lot will not include any Common Property, roadways, or parking areas that must be maintained by the Association.

If all of the above described conditions are not met, the Board and the Declarant shall determine the allocation of votes to the Recreational Amenity or Commercial Lot as follows: The Board shall select one representative and the Declarant shall select a second representative, each of whom will determine the number of votes to be allocated to the Recreational Amenity or Commercial Lot. In the event the two numbers are within five (5) votes, the number of votes allocated to the Recreational Amenity or Commercial Lot shall be the average of the two numbers. For example, if the Board representative determines the number of votes to be twenty (20) and the Declarant representative determines the number of votes to be sixteen (16), the number of votes allocated to the Recreational Amenity or Commercial Lot will be eighteen (18). In the event the two numbers differ by more than five (5) votes, the two representatives shall select a third party to determine the number of votes allocated to the Recreational Amenity or Commercial Lot. The number of votes allocated to the Recreational Amenity or Commercial Lot shall then be the average of the three numbers.

Any property in the Development owned by the Declarant at the time this Master Declaration is recorded in the Register of Deeds other than property classified as a Lot, Dwelling Unit, Recreational Amenity, or a Commercial Lot shall be allocated votes as set forth above upon transfer of the property to a party other than Declarant.

The amount of Assessments levied against a Recreational Amenity or Commercial Lot as described in Article Eight shall be based on the number of votes allocated to the Recreational Amenity or Commercial Lot.

Section 3. BOARD OF DIRECTORS: The members of the Board of Directors shall be elected by the Members per the terms set forth in the Bylaws; provided, however, that so long as the Declarant owns at least fifty (50) Lots or Dwelling Units, the Declarant shall be entitled to appoint one member of the Board of Directors.

ARTICLE EIGHT **COVENANT FOR ASSESSMENTS**

Section 1. GENERAL: Each Owner of a Lot, Dwelling Unit, Recreational Amenity or Commercial Lot, shall be obligated to pay Assessments to the Association. The Assessments owed to the Association shall: (i) be a lien upon each Lot, Dwelling Unit, Recreational Amenity or Commercial Lot and (ii) be a personal obligation of each Owner. If an Owner fails to pay Assessments as set forth below, interest will accrue at the highest rate allowed under North Carolina law and the Association may charge late fees at the highest amount allowed under North Carolina law. The Assessments, accrued interest, late fees, and collection costs shall be secured by a lien and the Association may enforce such lien, when any Assessment is delinquent, by filing a lawsuit and through foreclosure. The establishment of Assessments and the Association's authority to collect Assessments is set forth below.

Section 2. ASSESSMENTS: There shall be three (3) types of Assessments for Association expenses: (a) "Annual Assessments" to fund Common Expenses for the general benefit of all Property as described in Section 6 of this Article; (b) "Special Assessments" as described in Section 7 of this Article; and (c) "Benefitted Assessments" as described in Section 8 of this Article.

Section 3. 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 Commercial Lot owned by it (exclusive of the real estate sales and rental office) which is subject to this Master Declaration hereby covenants and each Owner of any Lot, Dwelling Unit, Recreational Amenity or Commercial Lot 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 Assessments to the Association. All Assessments, together with interest from the due date of such Assessment at a rate determined by the Association (not to exceed the highest rate allowed by North Carolina law), late charges, costs, including lien fees and administrative costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot, Dwelling Unit, Recreational Amenity and Commercial Lot against which the Assessment is levied until paid. Each such Assessment, together with interest, late charges, costs, including lien fees and administrative costs, and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such Lot, Dwelling Unit, Recreational Amenity or Commercial Lot at the time the Assessment was levied. No Owner may exempt himself or herself from liability for Assessments, by non-use of Common Area, abandonment of his or her Lot, Dwelling Unit, Recreational Amenity or Commercial Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be



claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it or for inconvenience or discomfort arising from repairs or improvements or other action taken by it.

Section 4. PURPOSE OF ANNUAL ASSESSMENTS: The Annual Assessment levied by the Association for Common Expenses shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners 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 Assessments may include but shall not necessarily be limited to the following: (a) management fees, expenses of administration, and fees for professional services, including accounting, legal and engineering; (b) utility charges for utilities serving the Common Property and charges for other common services for the Development including trash collection 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; (d) the expenses of maintenance, operation and repair of the Common Property, wherever located; (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 Property; (g) the establishment of reasonable reserve fund(s) for general purposes which take into account the number and nature of replaceable capital assets, the expected life of each asset, the expected repair or replacement cost of each asset, additional capital improvements and the purchase of additional capital assets; and (h) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses. Sub-Associations may be authorized by the Association to serve as the collecting agents for and on behalf of the Association where such organizations exist and if the applicable Supplemental Declaration authorizes the Sub-Association to do so and shall, if instructed to do so by the Association, collect all Assessments as fixed by the Association; provided that the Association shall collect Assessments unless and until the Association instructs a Sub-Association to do so.

Section 5. DATE OF COMMENCEMENT OF ASSESSMENTS; DUE DATE; ASSESSMENT PERIOD: The Assessments provided herein shall commence upon the date of conveyance of a Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot to a person other than Declarant. Assessments shall be due on the first day of every Assessment period as this term is defined in the Bylaws.

Section 6. BASIS AND AMOUNT OF THE ANNUAL ASSESSMENTS: The amount of the Annual Assessment shall be determined by the Board, based on the adoption of an annual budget which itemizes:

- (a) Common Expenses expected to be incurred in the coming year,
- (b) expected income from sources other than the Annual Assessment, and
- (c) total income needed to be derived from the Annual Assessments in order to fulfill the Association's responsibilities.

The Board may increase Annual Assessments by an amount up to ten percent (10%) greater than the amount of the previous Annual Assessment without Member approval. The Board may only



increase Annual Assessments by an amount more than ten percent (10%) greater than the amount of the previous Annual Assessment with the approval of a majority of Members at a meeting duly called for such purpose; provided that the Board may increase Annual Assessments by an amount more than ten percent (10%) greater than the amount of the previous Annual Assessment without Member approval in the following circumstances:

(a) the increase will be no greater than the percentage increase in the Consumer Price Index (All Urban Consumers, U.S. City Average, All Items (1982-84 = 100) published by the United States Department of Labor, Bureau of Labor Statistics) over the previous calendar year; or

(b) the increase is necessary, as determined by the Board, to provide for the expense of operating and maintaining new amenities or other facilities in the Common Area; or

(c) the increase is necessary, as determined by the Board, to maintain reserve accounts at the level set forth in the most recent reserve study.

The Annual Assessments for each Dwelling Unit or Lot shall be assessed against each Lot or Dwelling Unit equally; except that Declarant shall pay an Annual Assessment for each vacant Lot or vacant Dwelling Unit owned in an amount equal to twenty percent (20%) of the amount assessed against the Dwelling Units or Lots in the Property not owned by Declarant until said Lots or Dwelling Units are conveyed to a third party; provided that Declarant shall pay the full amount of Annual Assessments levied against any Dwelling Units owned by Declarant in a condominium, as that term is defined in Chapter 47C of the North Carolina General Statutes.

The Class "B" Members shall pay an Annual Assessment for each Recreational Amenity or Commercial Lot owned, which amount shall be determined by multiplying the number of votes assigned to the Recreational Amenity or Commercial Lot by the amount of the Assessment levied against an individual Dwelling Unit or Lot.

Written notice of the amount of the Assessment levied against each Lot, Dwelling Unit, Recreational Amenity, and Commercial Lot together with a copy of the adopted annual budget, shall be sent to all Members at least thirty (30) days prior to its effective date.

Section 7. SPECIAL ASSESSMENTS: In addition to the Annual Assessment authorized by this Article Eight, the Board may levy a Special Assessment against all Lots, Dwelling Units, Recreational Amenities, and Commercial Lots from time to time to cover unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the cost of any repair, replacement or repaving of capital improvements, including the roads. Such Special Assessments shall be approved at a meeting of the Board and shall become effective upon approval by the Board; provided that any Special Assessment levied to fund the acquisition or construction of additional capital improvements must be approved by the affirmative vote of Owners of Lots, Dwelling Units, Recreational Amenities, and Commercial Lots to which at least 55% of the total votes in the Association are allocated. The due date of any Special Assessment under this Article shall be established by the Board. If a Special Assessment shall only benefit some, but not all, of the Lots, Dwelling Units, Recreational Amenities, or Commercial Lots, the Special Assessment will be levied against only those Lots, Dwelling Units, Recreational Amenities, or Commercial Lots which shall receive the benefit. The amount of any and all



Special Assessments shall be levied equally against all Lots and Dwelling Units, and shall be levied against a Recreational Amenity or Commercial Lot in an amount determined by multiplying the amount of the Special Assessment levied against an individual Dwelling Unit or Lot by the number of votes assigned to the Recreational Amenity or Commercial Lot. Any Special Assessments levied against property owned by Declarant shall be levied as set forth in Section 6 herein.

Section 8. BENEFITTED ASSESSMENTS: The Board may levy Benefitted Assessments against particular Lots, Dwelling Units, Recreational Amenities, or Commercial Lots, including Lots or Dwelling Units owned by Declarant, for expenses incurred or to be incurred by the Association, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot or Occupants thereof upon request of the Owner which benefits, items, or services are not provided to all Lots, Dwelling Units, Recreational Amenities, or Commercial Lots; and

(b) to cover costs incurred in bringing a Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot into compliance with the terms of the Association Documents or costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing before levying a Benefitted Assessment under this subsection (b).

(c) to cover the costs of constructing, maintaining, repairing and operating Common Area or amenities which benefit some, but not all of the Lots, Dwelling Units, Recreational Amenities, or Commercial Lots in the Property, including without limitation, Landscaping, to the extent the Association elects to maintain said amenities.

Section 9. DUTIES OF THE BOARD OF DIRECTORS: The Board of Directors of the Association shall prepare a roster of Members and each Member's Assessment obligation which shall be kept in the office of the Association and shall be open to inspection by any Member. The Board shall also prepare a policy regarding collections, including interest and late fees charged on delinquent Assessments, which policy shall be made available to Members.

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 10. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION; LATE FEES; RESALE CERTIFICATE:

(a) All assessments authorized in this Article shall constitute a lien against the Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot against which they are levied, as provided in N.C. Gen. Stat. § 47F-3-116, as amended, until paid unless otherwise specifically precluded in this Master Declaration. The lien shall also secure payment of interest (subject to



the limitations of North Carolina law) and late charges (subject to the limitations of North Carolina law), if charged by the Board, and costs of collection (including attorneys' fees, lien fees and administrative costs). Such lien shall be superior to all other liens except (a) those superior by law and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. The Association may enforce such lien, when any assessment or other charge is delinquent, by suit, judgment, and foreclosure.

(b) Unless the Owner obtains from appropriate officers of the Association at closing, a certificate attesting to the fact that all Assessments levied against the Owner's Lot, Dwelling Unit, Recreational Amenity or Commercial Lot are paid and presents such certificate to the purchaser at closing, the purchaser shall be conclusively presumed to have assumed the obligation to pay 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.

Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien for the Assessments provided for in this Master 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 NINE
MAINTENANCE

Section 1. OWNER'S RESPONSIBILITIES: Each Owner, including Owners of vacant Lots, shall provide for the Upkeep of his or her Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot, and all other structures, parking areas, Landscaping, and other improvements upon the Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot in a neat, clean, and sanitary condition and in a manner consistent with all applicable covenants and with the standard of Upkeep generally prevailing throughout the Property or as set forth in guidelines adopted by the Board or Committee, unless such responsibility for Upkeep is otherwise assumed by or assigned to the Association pursuant to any Supplemental Declaration, other declaration of covenants applicable to such Lot, or policy established by the Board or Architectural Standards Committee, with Board approval.

In addition to the above-described maintenance obligations, each Owner shall provide Upkeep to the unpaved portion of the right of way located between the property boundary line of said Owner's Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot and the concrete gutter or paved portion of any right of way in the Property. Owners shall maintain the above-described property pursuant to the requirements of any applicable Permit(s) and pursuant to standards established by the Board and shall not make any alterations to the above-described property without the express written consent of the Board. No reflectors, poles, or other improvements other than mailboxes or landscaping approved by the Committee may be placed on the above-described property without the written consent of the Board.

In addition to any other enforcement rights, if an Owner fails properly to perform his or her Upkeep responsibility, the Association may, but shall not be obligated to, perform such work for Upkeep and assess all costs, including administrative expenses, incurred by the



Association against the Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot, and the Owner in accordance with Article Eight, Section 8. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

Section 2. ASSOCIATION RESPONSIBILITIES: Unless otherwise provided in this Master Declaration or any Supplemental Declaration, the Association shall provide Upkeep to the Common Property including any improvements or structures located thereon. 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 Master Declaration.

Section 3. SUB-ASSOCIATION RESPONSIBILITIES: Unless otherwise provided in the Supplemental Declaration applicable to the Sub-Association, the Sub-Association shall provide Upkeep to the common area as described in the applicable Supplemental Declaration, including any improvements located thereon. In addition to any other enforcement rights, if a Sub-Association fails properly to perform its Upkeep responsibility, the Association may, but shall not be obligated to, perform such work for Upkeep and assess all costs incurred by the Association against the Sub-Association. The Association shall afford the Sub-Association reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

ARTICLE TEN
INSURANCE AND CASUALTY LOSSES

Section 1. PROPERTY AND CASUALTY INSURANCE: The Association, through its Board, shall, if reasonably available, maintain property insurance covering risks of physical loss in an amount equal to the maximum insurable value thereof, for all insurable improvements on the Common Area to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty, and commercial general liability insurance on the Common Area, insuring the Association and its Members with terms satisfactory to the Board. The Board may also purchase liability insurance covering the Association's Directors and Officers, workers compensation insurance, and such additional insurance as the Board in its best business judgment determines advisable.

Section 2. PREMIUMS: The premiums and deductibles for all insurance policies purchased by the Association shall be a Common Expense of the Association and shall be paid by the Members through the Annual Assessments as provided in this Master Declaration. In the event that any damage or destruction of any portion of the Common Area is caused by the intentional act or omission, negligence, abuse, misuse or neglect of an Owner, or his or her employee, guest, tenant, or the employee or guest of said tenant, the Association may assess the amount of the deductible against such Owner. If an Owner fails to pay the deductible assessed against his or her Lot, Dwelling Unit, Recreational Amenity or Commercial Lot and the Association pays the deductible cost owed by the Owner, then the deductible cost paid by the Association shall be charged to the Lot, Dwelling Unit, Recreational Amenity or Commercial Lot as an assessment for which the Association shall have a lien.



Section 3. DAMAGE OR DESTRUCTION TO COMMON PROPERTY:

Should any part of the Common Property 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, it may either (i) levy a Special Assessment against all Lots, Dwelling Units, Recreational Amenities, and Commercial Lots or (ii) decide not to repair or replace the damaged or destroyed portion(s) of the Common Area. In the event that any damage or destruction of any portion of the Common Area is caused by the intentional act or omission, negligence, abuse, misuse or neglect of an Owner, or his or her employee, guest, tenant, or the employee or guest of said tenant, and the insurance proceeds are insufficient to cover the cost of repair and/or replacement or the damage is not covered by any insurance policy carried by the Association, the Association may either: (i) direct the Owner to make the necessary repairs and/or replacements to the Common Area or (ii) make the repairs and/or replacements and assess the costs of such repair and/or replacement against such Owner. If an Owner fails to pay the amount assessed against his or her Lot, Dwelling Unit, Recreational Amenity or Commercial Lot and the Association pays the repair and/or replacement cost owed by the Owner, then the repair and/or replacement cost paid by the Association shall be charged to the Lot, Dwelling Unit, Recreational Amenity or Commercial Lot as an assessment for which the Association shall have a lien.

**ARTICLE ELEVEN
 CONDEMNATION**

CONDEMNATION OF COMMON PROPERTY. Should any portion of the Common Property 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 Property; (b) if replacement at some other location within the Common Property 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-rata basis to the Members of the Association.

**ARTICLE TWELVE
 ADMINISTRATION OF THE COMMON PROPERTY**

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 Master Declaration, shall be responsible for the exclusive management and control of the Common Property 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 nonprofit Corporations, (b) this Master Declaration (c) the Bylaws and (d) the Articles. Should there be conflicts or inconsistencies between any of these documents then the order of authority shall be the General Statutes, this Master Declaration, the Articles and the Bylaws.



In addition to the powers granted or given the Association under this Master Declaration, the Bylaws, the Articles, and the laws of North Carolina, the Association shall also have the power to:

(a) Maintain Common Property. The Association shall have the power to maintain the Common Property in good order, repair and condition, pursuant to the terms and conditions of this Master Declaration, including without limitation, the power to remove, replace, or modify improvements on the Common Property.

(b) Employ an Agent: The Association shall have the power to employ or contract for the services of a manager and delegate to such manager any and all of the powers and duties of the Association, except those that are required by this Master Declaration or by law to be performed by the Board. The Association shall also have the power to terminate such manager. The Association, through its Board of Directors, shall also have the power to hire and discharge other employees, agents and independent contractors.

(c) Make Contracts and Incur Liabilities: The Association shall have the power to make such contracts and incur such liabilities as are required to carry out the duties assigned to it under its Articles, Bylaws and this Master Declaration.

(d) Adopt and Amend Its Bylaws: The Association shall have the power to amend its Bylaws and Articles and to adopt and enforce rules and regulations concerning the use of the Common Property within the Development, subject to the provisions of the Articles, Bylaws, and this Master Declaration.

(e) Impose, Receive and Collect Fees: The Association shall have the power to impose and receive any payments, fees or charges for the use, rental, maintenance and operation of the Common Property. The Association shall also have the power to impose and collect reasonable charges for the preparation and recordation of documents, including, but not limited to, amendments to this Master Declaration or certificates regarding assessments.

(f) Secure Insurance: The Association shall have the power to secure and maintain such insurance coverage as required by this Master Declaration, the Bylaws and/or the Articles.

(g) Maintain Easements: The Association shall have the power to maintain all easements, swales, drainage and/or stormwater easements or systems and other Stormwater Management Facilities within the Property that the Association is responsible for per the terms of this Master Declaration (including the power to secure and furnish any equipment used in connection therewith).

(h) Borrowing by the Association: The Association shall have the power to borrow funds under such conditions and terms as the Association deems appropriate; provided, the Association shall secure such approval as may be required under this Master Declaration, the Bylaws and/or Articles before borrowing any funds. The Board shall have the power to borrow funds, including without limitation, for the acquisition or construction of additional capital improvements, and to pledge, mortgage or hypothecate all or any portion of the Common Property and/or its income or revenues to secure a loan only upon the affirmative vote of Owners of Lots, Dwelling Units, Recreational Amenities, and Commercial Lots to which at least two

thirds (2/3) of the total votes of the Association are allocated; provided that the Association shall not, without the consent of the Declarant, pledge, mortgage, or hypothecate all or any portion of the Common Area owned by the Declarant in fee simple.

(i) Safety. The Association may maintain or support certain activities within the Property designed to provide a greater level of safety than exists within the Property.

(i) Neither the Association, any management company of the Association, Declarant, nor any successor declarant shall in any way be considered insurers or guarantors of safety within the Property. Neither the Association, any management company of the Association, Declarant, nor any successor declarant shall be held liable for any loss or damage for failure to provide adequate safety or ineffectiveness of safety measures undertaken.

(ii) All Owners and Occupants, and all family members, tenants, guests, and invitees of any Owner, acknowledge that the Association, its Board of Directors, and Association committees, the management company of the Association, Declarant, and any successor declarant do not represent or warrant that any entry gate, patrolling of the Property, neighborhood watch group or volunteer safety patrol, or any safety system that may be designated by or installed according to guidelines established by Declarant or the Architectural Standards Committee may not be compromised or circumvented; nor that any entry gate, patrolling of the Property, neighborhood watch group or volunteer safety patrol, or any security systems will prevent loss by burglary, theft, hold-up, or otherwise; nor that any entry gate, patrolling of the Property, neighborhood watch group or volunteer safety patrol, or any security systems will in all cases provide the detection or protection for which the system is designed or intended.

(iii) All Owners and Occupants, and all family members, tenants, guests, and invitees of any Owner, acknowledge and understand that the Association, its Board and committees, the management company of the Association, Declarant, or any successor declarant are not insurers of safety within the Property. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all its Occupants that the Association, its Board and committees, and Declarant are not guarantors of security or safety and that each Person within the Property assumes all risks of personal injury and loss or damage to property including Lots, improvements thereon, Dwelling Units, Recreational Amenities, and Commercial Lots, and the contents thereof, resulting from acts of third parties.

(iv) All Owners and Occupants, and all family members, tenants, guests, and invitees of any Owner assume all risks for loss or damage to Persons, to Lots, Dwelling Units, Recreational Amenities, and Commercial Lots, and the contents thereof, and further acknowledge that the Association, its Board and committees, the management company of the Association, Declarant, or any successor declarant have made no representations or warranties, nor has any Owner, Occupant, or any tenant, guest, or invitee of any Owner relied upon any representations or warranties, expressed or implied, relative to any entry gate,

patrolling of the Property, neighborhood watch group or volunteer safety patrol, or any security systems recommended or installed or any safety measures undertaken within the Property.

(j) Additional Powers: The Association shall have the power to levy Assessments and enforce the collection of Assessments by the methods set forth in Article Eight, including without limitation filing a lawsuit or initiating foreclosure, and such additional powers and duties as are assigned to it under the terms of this Master Declaration, the Bylaws and Articles or as may be required to perform the duties assigned to it. This shall include, but is not limited to the powers set forth in North Carolina General Statute Sections 47F-3-102 (1) through (6) and (11) through (17), as they may be amended from time to time.

Section 3. AGREEMENTS: All agreements and actions lawfully authorized by the Board 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 Master Declaration. In addition 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 Master Declaration, the Bylaws, or the Rules and Regulations of the Association.

Section 4. RESTRAINT ON TRANSFER: The Owners' interest 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 Unit, Recreational Amenity, or Commercial Lot also transfers the membership in the Association which is an appurtenance to such Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot.

Section 5. RULES: The Association acting through its Board of Directors may make and enforce reasonable rules and regulations governing the use of the Lots, Dwelling Units, Single Family Detached Dwelling Areas, Multi-Family Areas and Common Property, including without limitation, use of the rights-of-way, streets, and roads within the Property. These rules and regulations shall be consistent with the rights and duties established by this Master Declaration.

Section 6. ENFORCEMENT

(a) General Remedies. Every Owner and Occupant of any Lot, Dwelling Unit, Recreational Amenity, and Commercial Lot shall comply with the Association Documents. Failure to comply shall be grounds for an action by the Association to recover sums due, for damages, injunctive relief or any other remedy available at law and equity.

(b) Enforcement/Sanctions. The Board may impose sanctions for violations of Association Documents after notice and a hearing in accordance with the procedures set forth in subsection (c). Such sanctions may include, without limitation:



(i) Imposing reasonable monetary fines which shall constitute a lien upon the Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot of the violator;

(ii) Suspending an Owner's right to vote;

(iii) Suspending any Person's right to use any amenities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from the Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot;

(iv) Suspending any services provided by the Association to an Owner or the Owner's Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association; and

(v) Levying Benefitted Assessments to cover costs incurred in bringing a Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot into compliance in accordance with Article Eight, Section 8.

(c) Hearing. Except as may be otherwise specifically authorized by the Association Documents, and permitted by the Association Documents, the Board shall not (i) impose a fine or penalty, (ii) undertake permitted remedial action, or (iii) suspend voting or infringe upon other rights of a Member or other Occupant of a Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot for violations of the Association Documents, or for Assessments or other amounts due and owing to the Association remaining unpaid for a period of thirty (30) days, or longer, unless and until the following procedure is completed: Written demand to cease and desist from an alleged violation shall be served upon the Owner specifying (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than five (5) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(i) Notice. At any time within twelve (12) months following receipt of notice of the alleged violation, the Board, or an adjudicatory panel appointed by the Board, shall serve the Owner with a written notice of a hearing to be held by the Board of the Association or an adjudicatory panel appointed by the Board; provided, however, any adjudicatory panel appointed by the Board shall be composed of members of the Association who are not officers of the Association or members of the Board. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which shall not be less than ten (10) days from the giving of the notice; (iii) an invitation to attend the meeting and produce any statement, evidence and witness on his or her behalf; and (iv) the possible sanction to be imposed. The notice prescribed herein may be served by mailing a copy of said notice to the alleged violator by placing said notice in the United States mail, postage prepaid, addressed to the address provided to the Association by the Owner, or if no such address is provided, to the address of the Owner's Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot.



(ii) Hearing. The hearing shall be held in a meeting of the Board (the meeting, or at least the portion thereof in which the hearing is held, shall be closed to the general membership) or an adjudicatory panel appointed by the Board pursuant to the notice affording the member a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. In addition, a written statement of the results of the hearing and the sanction, if any, imposed shall be mailed by the United States mail, postage prepaid, by the Association to the Owner.

(iii) Appeal. If the hearing is held before an adjudicatory panel, following such hearing and notice of a decision adverse to the violator, the Owner shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent of the Association, President or Secretary of the Association within fifteen (15) days after the date of the decision, said written notice to contain information by which the Board may notify the Owner of the date of the appeal hearing. If no adjudicatory panel is appointed by the Board, no right of appeal shall exist.

(iv) Sanction as Assessment. Pursuant to the provisions of this Section, a fine may be imposed by the Association in an amount not exceeding One Hundred and No/100 Dollars (\$100.00) (or any greater amount as may be provided otherwise by law or the North Carolina Planned Community Act) per violation of the Association Documents and without further hearing, for each day after five (5) days after the decision to impose such fine that the violation occurs. Any such fine shall be an assessment as set forth in this Master Declaration. If it is decided pursuant to the provisions of this Section that a suspension of privileges or services should be imposed, the suspension may be continued without further hearing until the violation or delinquency is cured.

(d) Self-Help Remedies. The Board or such other Association agent with the Board's approval, may elect to enforce any provision of the Association Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations in accordance with any applicable ordinance(s) of Brunswick County, North Carolina) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in this Article or in the Bylaws.

(e) Cumulative Remedies/Attorneys' Fees. The Association shall have all powers and remedies under the Association Documents which shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Association Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

(f) Association's Right Not to Take Action. The Association shall not be obligated to pursue enforcement action in any particular case, such decisions to be within the discretion of the Board, except that the Board shall not be arbitrary or capricious in taking enforcement action. Such a decision shall not be construed a waiver of the right of the Association to enforce such covenant, restriction, rule or provision at a later time under other circumstances or preclude the



Association from enforcing any other covenant, restriction, rule or provision, nor shall it preclude any Owner from taking action at law or in equity to enforce the Association Documents.

(g) Enforcement by Owner. Nothing set forth in this Article shall prevent any aggrieved Owner from instituting any available remedy in law or in equity for a violation of the Association Documents.

ARTICLE THIRTEEN
ARCHITECTURAL AND LANDSCAPING STANDARDS

Section 1. PURPOSE: In order to preserve the natural setting and beauty of the Development, and to establish and preserve a harmonious and aesthetically pleasing design for the Development, the Lots, Dwelling Units, Recreational Amenities, Commercial Lots 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 shall establish an Architectural Standards Committee ("Committee"). The Committee shall consist of five (5) members who shall be appointed by the Board and who shall serve at the pleasure of the Board. At least one (1), but no more than two (2) members of the Committee shall be persons recommended by Declarant, and the other members shall be Members of the Association in good standing. The Board shall appoint a chairperson of the Committee. The Committee, with the prior consent of the Board, may appoint an "Administrator" who shall be responsible for the day to day management of the Committee, including performing any functions of the Committee that may be delegated to the Administrator, and the Administrator shall be compensated by the Association accordingly. The Committee 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; provided that all expenses, other than those expenses included in the Committee's budget previously approved by the Board, must first be approved by the Board. The members of the Committee may be paid a stipend or honorarium as established from time to time by the Board. The Board may also establish a Board of Appeals ("Appeals Board") to hear appeals from the Committee's decisions. The Appeals Board will consist of three (3) members, who shall be appointed by the Board, and who shall: (i) be current Board members or have previously served on the Board, or (ii) otherwise be deemed appropriate by the Board.

Section 3. PERMITTED IMPROVEMENTS/MODIFICATIONS: No improvements of any nature whatsoever, specifically including structures, Landscaping, and fencing, shall be constructed, altered, added to, placed or maintained upon any part of the Development nor shall any existing improvements be altered or modified except: (a) such improvements and/or modifications as are approved by the Committee in accordance with this Article, (b) any improvements which under this Article do not require the consent of the Committee, (c) any modifications to the interior of a Dwelling Unit, and (d) any modifications listed in the Design Standards or its addendum as not requiring approval of the Committee. All



buildings, structures or other improvements shall be placed on the Property under the supervision of the Committee. The Committee, to assure that Dwelling Units 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 Dwelling Units or structures within the Property. Should the Committee elect to require specific set-back lines, they shall be (1) shown on 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) set out in the Design Standards. 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 or to allow reasonable use of the Lot under the particular circumstance.

Section 4. APPROVAL OF DECLARANT IMPROVEMENTS: No

improvements shall be constructed by Declarant nor shall any modifications to existing improvements be made by Declarant until the Plans (as defined herein) shall have been submitted to and approved by the Committee as follows:

a. Declarant may construct or make modifications to Dwelling Units consistent with any model plans included in the Design Standards, provided that Declarant complies with all restrictions in this Master Declaration and any applicable Supplemental Declaration including without limitation building setback and impervious surface area requirements. Any deviations from the model plans included in the Design Standards and any Landscaping must first be approved by the Committee as set forth herein.

b. Declarant shall not construct or make modifications to Custom Homes until the Plans (as defined herein) shall have been submitted to and approved by the Committee as set forth herein. "Custom Homes" shall mean all Dwelling Units other than those built consistent with the model Dwelling Units included in the Design Standards.

c. No improvements shall be constructed by Declarant nor shall any modifications to existing improvements be made by Declarant on Commercial Lots or Recreational Amenities until the Plans (as defined herein) shall have been submitted to the Committee for review and recommendation; provided that no improvements or modifications to improvements on Commercial Lots or Recreational Amenities shall violate any provisions in this Master Declaration or the requirements of any Permits. Declarant shall, in good faith, give due consideration to any recommendations made by the Committee

d. Declarant shall submit Plans for any other improvements or modifications to improvements in the Property, such as opening new areas of development or new theme areas, or new models added to the Design Standards for existing theme areas, to the Committee for review and recommendation prior to construction. Declarant shall, in good faith, give due consideration to any recommendations made by the Committee.

Section 5. ARCHITECTURAL APPROVAL:

(a) No new construction or modification of existing improvements which are listed in the Design Standards as requiring Committee approval can commence until application for approval of the proposed work has been submitted to and approved in writing by the Committee. Such application shall be in a form approved by the Committee and shall include plans and specifications ("Plans") for any structure or improvement whatsoever (except as permitted in Section 3 of this Article) to be erected on the Property or any modification to existing improvements, including the proposed location thereof, the construction material, the roofs and exterior color schemes, elevation, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alterations or additions thereto.

(b) The Committee shall approve or disapprove the Plans within thirty (30) days from the receipt thereof. One (1) set of Plans 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. If the Appeals Board is established, any decision of the Committee may be appealed in writing by the Owner to the Appeals Board no later than ten (10) days after receipt of the written decision of the Committee. The date of receipt of notification from the Committee shall be deemed to be two (2) days after the date the envelope containing such notice, properly addressed, and postage prepaid, is deposited with the U.S. Postal Service, registered or certified mail, return receipt requested. The Appeals Board shall apply the same standards as the Committee, and said appeal shall be de novo, in that the Appeals Board shall review all documents and information and make its own decision.

(c) The Committee shall establish written Design Standards which shall contain architectural and aesthetic criteria to be used in reviewing all Plans submitted for its approval. The criteria shall be subject to revision by the Committee. In addition, the Design Standards shall include such administrative procedures and rules as the Committee deems expedient to facilitate the administration of this Article, including without limitation specific definitions of modifications which require Committee approval.

(d) 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 Committee, in accordance with (1) any of the provisions of this Master Declaration and applicable Supplemental Declarations, (2) the Design Standards and its addendum, (3) the general Plan of the Development, or (4) if the Plans are not in harmony with the other improvements in the Property, (5) if the Plans 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.

(e) Committee approval of plans is required prior to commencement of construction. In addition, all necessary Brunswick County building permits must be obtained by the Owner prior to commencement of construction. The Committee or its agents shall have the right to inspect all construction to ensure that all aspects of the project are in accordance with the approved plans and other Committee requirements as specified in the Design Standards. Final field review approval and a Brunswick County Certificate of Occupancy are required prior to occupancy.



(f) As part of the building permit application, the Owner must submit, if needed, plans for installing a culvert in the drainage ditch where the driveway will cross the drainage ditch between the paved roadway and the Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot. The cost of the culvert and covering shall be borne by the Owner and the construction specifications must be approved by the Committee.

Section 6. LANDSCAPING APPROVAL:

(a) To preserve the aesthetic appearance of the Development, no Landscaping (including fill operations and shaping of land areas affecting drainage) shall be implemented or installed nor shall any existing Landscaping be modified by anyone, other than the Owners of Recreational Amenities, unless and until the plans therefore ("Landscaping Plans") have been submitted to and approved in writing by the Committee.

(b) The procedure outlined in Section 4 of this Article for review of Declarant improvements shall apply in all respects to this section.

(c) The Landscaping Plans shall be reviewed and approved with consideration of the harmony of the proposed Landscaping design and general conformance with the overall landscaping plan of the Golf Course, the environmental character of the surrounding area, the preservation of natural drainage patterns, the visual impact on the surrounding areas, the establishment of adequate shading and buffering in regard to individual Lots, and compliance with Landscaping and drainage requirements specified in the Design Standards

(d) Unless located within ten (10) 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 down, removed or mutilated without approval of the Committee, provided that 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 species or size. In the event the Owner fails, within ninety (90) days, to satisfactorily replace the tree, bush or shrub removed, the Owner shall pay the Association a damage fee (as set by the Committee) 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, but not the obligation, to enter the Property for the purpose of replacing the tree, bush or shrub. The damage fee 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, which shall be included in the Design Standards

Section 7. REQUIREMENTS; BONDS; FEES:

(a) The Committee may establish and charge reasonable fees for review of Plans and Landscaping Plans hereunder and may require such fees to be paid in full prior to review. Such fees may include the reasonable costs incurred in having any Plans and Landscaping Plans reviewed by architects, engineers or other professionals. Declarant and the Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.



(b) The Committee, in its discretion, may require any Owner or contractor for any planned improvement within the Property to post a performance bond with it to assure satisfactory completion of such improvements. The performance bond shall be in a form and amount from a surety company deemed satisfactory to the Committee. The Committee may in lieu of requiring the posting of a performance bond, accept a sum satisfactory to it to be held by the Committee in escrow or an irrevocable letter of credit from a bank deemed satisfactory to the Committee 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) Any improvement permitted under this Article shall be completed within the time specified herein unless the Committee establishes a different time period. Construction of new improvements or modifications to existing improvements must be substantially completed in accordance with the Plans approved by the Committee within twelve (12) months from the date the Plans are approved. Landscaping must be completed in accordance with the Landscaping Plans approved by the Committee within ninety (90) days of the date the Landscaping Plans are approved. The Committee may grant an extension to these completion dates in its discretion. 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 may be invested in an interest bearing account with the interest thereon being the property of the Association should the Owner become entitled to a return of the escrow funds, or the Association in the event of default.

(d) No structure may be temporarily or permanently occupied until an approved final field review has been issued by the Committee and a Certificate of Occupancy has been issued by Brunswick County. Any such temporary structure permitted in connection with an ongoing building project shall be immediately removed from the Property when the building is completed. During construction, the Owner shall require his contractor to maintain the Property in a reasonably clear and uncluttered condition. To the extent possible, all construction trash and debris shall be kept within refuse 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 8. APPROVAL NOT A GUARANTEE: Review and approval of Plans and Landscaping Plans is for aesthetic purposes only and neither Declarant, the Association, the Board, or the Committee shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for any defects in the Plans. Neither Declarant, the Association, the Board, or the Committee, or any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot, Dwelling Unit, Recreational Amenity or Commercial Lot. In all matters, the Committee and their members shall be defended and indemnified by the Association as provided in the Bylaws.

Section 9. ENFORCEMENT. Any new construction, modification of existing improvements, Landscaping, or other work done without approval of the Committee or otherwise



done in violation of this Article or the Design Standards shall be deemed to be nonconforming. Upon written request from the Committee or the Board, Owners shall, at their own cost and expense and within such reasonable time frame as set forth in such written notice, cure such nonconformance to the satisfaction of the requester or restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Association or their designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot and collected as a Benefitted Assessment.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot unless approval to modify any Plans or Landscaping Plans has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot and an opportunity to be heard in accordance with the Bylaws, to enter upon the property and remove or complete any incomplete work and to assess all costs incurred against the Lot, Dwelling Unit, Recreational Amenity, or Commercial Lot and the Owner thereof as a Benefitted Assessment.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Standards may be excluded from the Property, subject to the notice and hearing procedures contained in the Master Declaration. In such event, the Association, its officers, or directors shall not be held liable to any Person for exercising the rights granted by this section.

The Association may also enforce any violation of this Article or the Design Standards by levying fines or by any other method set forth in Article Twelve, Section 6 pursuant to the procedure established in Article Twelve, Section 6.

In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the Architectural Standards Committee.

ARTICLE FOURTEEN
GENERAL PROHIBITIONS

Section 1. TEMPORARY STRUCTURES: Subject to Article Thirteen, Section 7(d) herein, no temporary house, trailer, tent, garage or other building shall be placed or erected on any Lot without the prior written consent of the Board. Temporary structures for social functions may be permitted by the Board for specific functions provided such structures are immediately removed from the Property after the function is terminated. No stable, poultry house or yard, dog pen or similar structure may be placed or constructed within the Property. No outside clothes drying facilities may be allowed within the Property. Detached storage buildings or sheds are not permitted on a Lot unless approved by the Committee, and they must be placed

within the screened service yards or otherwise shielded from view of the street, the adjoining property or the Golf Course as required by the Committee. No such temporary structure as may be approved shall be used at any time as a Dwelling Unit.

Section 2. PETS: No animal, livestock, bird, or poultry of any kind may be raised, bred, or kept on a Lot or Dwelling Unit, however, a reasonable number of generally recognized household pets may be kept subject to the following rules, as well as rules and regulations adopted by the Association, through its Board of Directors:

(a) Aggressive dogs of any breed, pot belly pigs, snakes, and any other exotic creatures are considered not to be "generally recognized household pets" and are therefore not allowed in this Development unless specifically allowed by written variances from the Board of Directors of the Association under whatever terms and conditions it may require.

(b) No animals may be kept, bred or maintained in the Development for commercial purposes.

(c) No pet may be allowed to be loose or unleashed when outside its Owner's Lot or Dwelling Unit. When the pet is off its Owner's Lot or Dwelling Unit, it shall be on a leash and its attendant shall scoop up and dispose of any droppings in an appropriate manner.

(d) No pet shall be allowed to make an unreasonable amount of noise or in any other manner become a nuisance. Upon the written request of any Owner of a Lot or Dwelling Unit, the Board of Directors of the Association may conclusively determine, in its sole and absolute discretion, whether for the purposes of this Section 2, a particular pet is a generally recognized household pet or if such pet is aggressive or otherwise 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 otherwise in violation of this Section 2.

(e) Owners shall be liable to the Association for the cost of repairing any damage to Common Property caused by the pet of such Owner or of an Occupant of an Owner's Property. Any such cost shall be an Assessment as set forth in this Master Declaration.

Failure by an Owner to comply with any requirements set forth in this Section 2 shall be a violation hereof and the Board may impose a fine or impose any other sanction set forth in Article Twelve, Section 6, pursuant to the procedure established in Article Twelve, Section 6.

Section 3. STORAGE RECEPTACLES: All fuel storage tanks and receptacles for ashes, trash, rubbish or garbage shall be buried below the surface of the ground, placed within the screened service yards, otherwise shielded from view of the street, the adjoining property, or the Golf Course, or otherwise screened to the satisfaction of the Committee.

Section 4. 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 5. 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 restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months. A variance may be granted by the Board in the event of unusual circumstances such as natural disasters.

Section 6. 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 7. 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 Association. However, the Declarant hereby expressly reserves for itself, its successors or assigns, the right to replat and thereby combine any two (2) or more Single-Family Detached Dwelling Lots shown on a plat thereof into one Lot prior to delivery of a deed in order to create a modified Single-Family Detached Dwelling Lot. The Declarant may also create one 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 Lot in order to meet the set back and side line requirements, without the necessity of replatting.

Section 8. MOTOR VEHICLES AND NOISE LEVEL:

- a) No person shall operate a motor vehicle, including golf carts, in the Development unless he/she holds a valid driver's license. Operators of motor vehicles must obey all motor vehicle laws of the State of North Carolina.
- b) No dirt bike, go-cart or similar vehicle may be used within the Development.
- c) All motor vehicles, including motorcycles and motorbikes, operated in the Development shall have quiet mufflers.
- d) There shall be no outside storage or parking upon any Lot or the Common Area within the Property (other than areas designated by the Association for such purposes within the Common Area, if any) of any mobile home, motor home, trailer (either with or without wheels), tractor, truck (other than four wheel standard size pickup trucks or smaller used for non-commercial purposes), boat or other watercraft, boat trailer, or any other related form of transportation device. Supplemental Declarations for Multi-Family Areas and Single Family Detached Dwelling Areas may contain additional restrictions and regulations regarding parking, outside storage and pickup trucks. A temporary exception of three days or less on outside storage of motor homes and similar vehicles may be authorized by the Association management for the purpose of packing or unpacking the vehicle.
- e) Repair of any vehicle of any kind is not allowed on or within any Lot or other portion of the Property, except within enclosed garages or for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.
- f) No vehicles may be parked or stored on vacant Lots, other than temporary storage with the prior approval of the Association.



Section 9. SIGNS: No signs shall be permitted within the Property except those signs explicitly permitted as set forth below:

(a) In Multi Family Areas, the display of signs, posters and similar items, other than political signs as defined below, shall comply with the provisions of the Supplemental Declaration creating the Multi-Family Area and policies set forth by the Sub-Association.

(b) In Single Family Detached Dwelling Areas, a single standard sized real estate "For Sale" sign may be placed on the property at least fifteen (15) feet away from the paved road. On Lots abutting the Golf Course, a second sign may be placed at least thirty (30) feet from the Golf Course.

(c) Signs are not permitted on vacant Lots except as may be required pursuant to a legal proceeding or court order, or as permitted by the Board.

(d) No sign or advertising poster of any kind, other than directional signs for community events approved by the Board, may be posted on or placed on any of the Common Areas unless specifically allowed by the Association.

(e) Balloons, streamers, or similar items may not be placed in Common Areas except in conjunction with community events approved by the Board. Such items may not be placed on any Lot or Dwelling Unit for periods of time longer than 24 hours.

(f) Notwithstanding the above, political signs are permitted as follows: Owners may display on their Lot one (1) political sign no larger than 24" by 24" during the period forty-five (45) days prior to an election until seven (7) days after an election. Such signs may not be placed on Common Property, including the area within the rights of way between the paved portion of the right of way and the Lot. "Political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot.

The Association may enter onto a Lot, after providing the Owner with reasonable notice, to remove any signs which violate these restrictions.

Section 10. ANTENNAS: No satellite dishes, antennae and similar devices for the transmission of television, radio, satellite, or other signals of any kind, are allowed on a Lot or Dwelling Unit except that Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Property. Notwithstanding the foregoing, (i) antennae or satellite dishes designed to receive direct broadcast satellite service which are one meter (40 inches) or less in diameter; (ii) antennae or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter (40 inches) or less in diameter or diagonal measurement; or (iii) antennae or satellite dishes designed to receive television broadcast signals which are less than one meter (40 inches) in diameter ("Permitted Devices") shall be permitted, *provided that* any such Permitted Device is placed in the least conspicuous location on the Lot in which an acceptable quality signal can be received and is screened from the view of adjacent Dwelling Units, streets and Common Area in a manner consistent with the Design Standards.



Section 11. GOLF COURSE AREAS: Owners and Occupants of Lots and Dwelling Units adjacent to the Golf Course fairways and greens shall be obligated to refrain from any action which would unreasonably distract from the playing qualities of the Golf Course. The Owners and Occupants 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 12. 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 completion, improvement and sale of Lots or Dwelling Units within the Development including without limitation the right to install and operate construction trailers, sales offices, signs and model Dwelling Units. The right to maintain such facilities and carry on such activities shall include the right to use Dwelling Units as models and to use any Dwelling Unit as an office for the sale of Lots or Dwelling Units and related activities. In addition, the Declarant shall have the right to construct, maintain, and operate a real estate sales and/or rental office on any site it deems expedient in the Development.

Section 13. USE OF PONDS, LAKES AND OTHER BODIES OF WATER: No boats shall be permitted on any ponds, lakes, or other bodies of water within the Property without the prior written consent of the Board. For purposes of this section of the Master Declaration, motorboats, jet skis, kayaks, canoes, jon boats, paddle boats, pleasure boats, and any other watercraft normally considered boats, whether motorized or not, shall be considered a "boat". Swimming and wading in ponds, lakes, or other bodies of water within the Property is not allowed.

Section 14. ADDITIONAL RULES: The Board of Directors may establish such additional rules and regulations as it deems to be in the best interest of the Owners in the Development. Specific rules have been adopted governing the use of the Brunswick House, its pools and other facilities. Basic Owner responsibilities regarding maintenance of property, use of Common Property, and modification of improvements, are included elsewhere in this Master Declaration. Additional regulations may be included in Supplemental Declarations specific to Single-Family Detached Dwelling Areas and Multi-Family Areas.

ARTICLE FIFTEEN
GENERAL USAGE, PROCEDURES AND AMENDMENT

Section 1. USE: No Lot or Dwelling Unit subject to this Master Declaration shall be used except for residential purposes; provided that an Owner or Occupant residing in a Dwelling Unit may conduct business activities within the Dwelling Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve door-to-door solicitation of residents of the Property; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Property which is noticeably greater than that which is typical of Dwelling Units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion



of the Board. Commercial uses shall be permitted in those areas established as Recreational Amenities or Commercial Lots by the Declarant, and as allowed by the Association within the Membership Clubhouse.

Section 2. PRIORITY OF LAND USE DOCUMENTS: This Master Declaration shall take precedence over conflicting provisions in the Articles and Bylaws; and the Articles shall take precedence over the Bylaws.

Section 3. 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. After such time, the Master Declaration shall automatically be continued in full force and effect thereafter until a majority of the Owners have, by written vote, agreed to terminate this Master Declaration.

Section 4. 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 as set forth in Article Three herein. The Association may amend this Master Declaration so long as the amendment will not affect the Plan of Development. Should any such modification or amendment however, attempt to materially change or alter the Plan of Development, such modification or amendment shall be null and void. Further, this right to amend shall not render this Master Declaration purely personal and the benefits and burdens shall remain mutual and reciprocal to all Owners. The Plan of Development may only be materially altered, modified, or changed by a written document approved by the Owners of Lots, Dwelling Units, Recreational Amenities and Commercial Lots to which a majority of the votes in the Association are allocated. The amendment will only become effective upon recordation in the Brunswick County, North Carolina, Register of Deeds.

Section 5. 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 6. SEVERABILITY: Whenever possible each provision of this Master 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 of any provision which can be given effect without the invalid provision or application and to this end the provisions of this Master Declaration are declared to be severable.

Section 7. NO TRESPASS: Whenever the Association, the Declarant, the Committee and their respective successors, assigns, agents or employees are permitted by this Master Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Development, the taking of such action shall not be deemed a trespass.



Section 8. NOTICES: Notices required under this Master Declaration shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. 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 Unit, Commercial Lot 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 SIXTEEN
WORKING CAPITAL CONTRIBUTION

Upon the conveyance of each Lot or Dwelling Unit, each purchaser shall contribute Two Hundred and No/100s Dollars (\$200.00) per Lot or Dwelling Unit to the working capital of the Association. This initial contribution is not a prepayment of a portion of the Assessment.

[Signature to Follow]



IN WITNESS WHEREOF, the Association, acting pursuant to the authority recited above, and the Declarant, for the purpose of consenting to the terms of this Master Declaration, have caused this Master Declaration to be executed under seal in a manner so as to be binding this the day and year first above written.

BRUNSWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

By: *[Signature]*
DOUGLAS P. SCHERZER resident

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

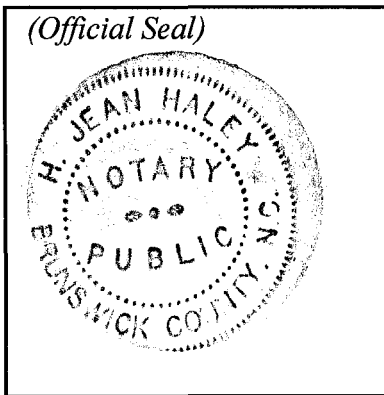
I certify that the following person personally appeared before me this day, acknowledging to me that he ~~she~~ signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: Douglas P. Scherzer

Date: May 15, 2015

H. Jean Haley
Signature of Notary Public

H. Jean Haley
Notary's printed or typed name

My commission expires: May 25, 2017



Notary seal or stamp must appear within this box.



CAW CAW LAND CORPORATION

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

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

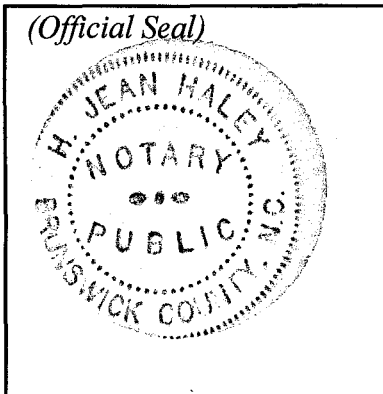
I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: Mason H. Anderson.

Date: May 15, 2015

H. Jean Haley
Signature of Notary Public

H. Jean Haley
Notary's printed or typed name

My commission expires: May 25, 2017



Notary seal or stamp must appear within this box.

080024-00001
ND: 4831-6972-5217, v. 1



EXHIBIT A

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

[Recorded in Book 3260, at Page 946 in the office of the Register of Deeds
of Brunswick County]

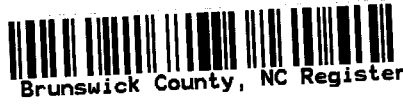


EXHIBIT B

ADDITIONAL PROPERTY

Brunswick County Tax Parcel ID Number:

- 2250003203
- 2250003001
- 22500030
- 2250002904
- 20900064
- 20900036
- 20900024
- 209JA005
- 209JA004
- 209JA003
- 209JA001
- 209JA002
- 2100001804
- 2100002002
- 21000026
- 21000027
- 210IH007
- 210IH006
- 210IH005
- 20900021
- 20900005
- 20900067
- 20900066
- 1930002302
- 20900059
- 20900022
- 2090002201