

**Suggested Meeting & Mailing Schedule**  
**Branchwood Village Master Association, Inc.**

- 1) Annual Meeting (By-laws state that meeting must be held the 2<sup>nd</sup> Saturday of January)
- 2) Meeting for election of officers on board. Letter must be mailed to property owners giving officers name, title and address within 4 weeks of annual meeting.
- 3) Meeting in October to discuss "Budget" and to vote on it.
- 4) November letter mailed to owners with Assessment Notice & Copy of budget comparison no later than the 15<sup>th</sup>. Starting in 2017, notice of Annual Meeting and Proxy will be included in this mailing.

**MASTER DECLARATION AND DEVELOPMENT PLAN  
FOR  
BRANCHWOOD VILLAGE  
INCLUDING COVENANTS, CONDITIONS AND  
RESTRICTIONS**

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MASTER DECLARATION AND DEVELOPMENT PLAN

FOR

BRANCHWOOD VILLAGE

INCLUDING

COVENANTS, CONDITIONS AND RESTRICTIONS

This Master Declaration and Developmet Plan made and entered into on this 24th day of May, 1991 by John W. Williams and his wife, Frances T. Williams, and Paul D. Dennis and his wife, Frances C. Dennis, hereafter the Declarants, and Michael D. McLamb and his wife, Ingrid W. McLamb, and Paul D. Dennis and his wife, Frances C. Dennis hereafter the Additional Declarants.

WITNESSETH

WHEREAS, the Declarants are developing certain property near Shallotte and desire to establish certain covenants, conditions and restrictions on the use of certain of its property for the mutual benefit of present and future Owners of the property; and

Whereas, the Declarants have previously conveyed Lots in Branchwood Village to the Additional Declarants, who join herein for the purpose of making their lots subject to this Master Declaration and Development Plan and Covenants, Restrictions and Conditions contained herein; and

WHEREAS, the Declarants have incorporated under the laws of North Carolina as a non-profit corporation, Branchwood Village Master Association, Inc. for the purposes of exercising the functions stated above and as contained in this Master Declaration

and Development Plan; and

WHEREAS, it is anticipated the Common Areas depicted on the map showing the property subject to this Master Declaration and Development Plan will be conveyed to the Master Association; and

WHEREAS, The Declarants and the Additional Declarants desire: (1) to provide for the preservation of the values and amenities in the residential community which will be subject to this Master Declaration and Development Plan and for maintenance, repair, replacement and administration of such Common Areas and facilities located thereon; and (2) to establish the classes of persons entitled to use of such Common Areas and their respective rights, desires and obligations relative to such use; and (3) the payment of their respective shares of the cost of maintenance, repair, replacement and administration; and

NOW, THEREFORE, the Declarants and Additional Declarants declare that the real property as may be subjected to this Master Development Plan shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, conditions, easements, charges, fines and liens as hereinafter set forth.

#### ARTICLE I

#### DEFINITIONS

Section 1. The following words when used in this Master Declaration and Development Plan for Branchwood Village, herein after called Master Development Plan or Declaration, shall have the following meaning:

(a) "ARTICLES" means the Articles of Incorporation of the

Association.

(b) "ASSOCIATION" means and refers to the Branchwood Village Master Association, Inc., a non-profit corporation, whose purpose is to administer the property which is made subject to this Master Declaration Plan.

(c) "BOARD" means the Board of Directors to the Association.

(d) "BY-LAWS" means the By-Laws of the Association, a copy of which is attached hereto.

(e) "COMMON AREAS" means all streets and drainage areas, plus any area designated as "Common Areas" on any map filed of public record by the Developer subject to this Master Development Plan.

(f) "DECLARATION" shall mean and refer to this document. This document may also be referred to as the Master Development Plan.

(g) "DECLARANTS" or "DEVELOPER" means John W. Williams and wife, Frances T. Williams and Paul D. Dennis and wife, Frances C. Dennis. The Developer may assign or pledge any and all of its rights reserved under the Land Use Documents to an assignee in an instrument of conveyance or assignment.

(h) "DWELLING UNIT" shall mean and refer to any single-family detached residential building including new site built homes, new modular homes, or new or used multi-sectional manufactured homes or single wide manufactured homes or mobile homes, as further described by the aesthetic criteria established by the Association.

(i) "LAND USE DOCUMENTS" shall mean this Master Development Plan, the Articles, the By-laws, and the rules and Regulations

promulgated by the Board.

(j) "LOT" means a space on the earth's surface to be used exclusively for a Single-Family Detached Dwelling Unit.

(k) "MASTER DEVELOPMENT PLAN" see the definition of Declaration above.

(l) "MEMEBER" shall mean and refer to all Owners of any lot whcih is subject to the Master Developmet Plan as provided in Article IV Section 1.

(m) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon any property subject to this Master Development Plan; provided, however, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage, unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(n) "RULES" means any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under the Master Development Plan or any other "Land Use Document".

(o) "SUBDIVISION" shall mean all property to which this Master Development Plan has been made applicable by the terms of Article II of this Master Declaration.

(p) "TURNOVER" shall mean that date following conversion of the Class "B" Membership to Class "A" Memebership and upon which the Developer conducts a special meeting of the Members for the purpose of election of the officers and directors as set forth in Article IV of this Master Development Plan.

## ARTICLE II

### PROPERTY SUBJECT TO THIS MASTER DEVELOPMENT PLAN

SECTION 1.     APPLICABILITY:     This Master Development Plan shall apply to the property shown on this map recorded in Map Cabinet V at Page 284 of the Brunswick County Registry. This map shows the Common Ares. The Developer owns a portion of the land described in Deed Book 365, Page 738. New areas, parcels and lots from and out of these properties may be added to this Master Development Plan and thereby become a part of Branchwood Village at any time in the sole and absolute discretion of the Developer. Each subsequent map which is filed adding property to the Master Development Plan shall at the time of its recordation depict and show thereon the common areas which are to be maintained by the Association. New areas may be added to the Master Developemnt Plan and thereby subject to this Master Development plan by:

1. Filing a plat of the new area which shows the Common Areas thereon and which recites on the face of the map that area contained thereon and the lots depicted are subject to this Master Development Plan; or

2. By filing a map showing the Common Area together with a Supplemental Declaration which resites that the area and lots shown of the map are subject to this Master Declaration Plan and the Supplemental Covenants and Restrictions which may apply only to that particular area as contained in the Supplemental Declaration.

## Article III

### GENERAL PROVISIONS

SECTION 1. APPLICABILITY: This Master Development Plan 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.

SECTION 2. USE: No lot shall be used except for residential purposes. No structure shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling as defined in Article I (h), which shall be subject, however, to additional limitations set out in Section 3 hereof. Nothing herein contained shall preclude the right to maintain a sales office by the Developer in any building located in Branchwood Village so long as such sales activity is related to the sale of lots or dwelling units within the project.

SECTION 3. ARCHITECTURAL REVIEW:

All plans and specifications for any structure or improvement whatsoever to be erected or placed on any lot, and the proposed locations thereof on any lot, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the written approval of the Association before any such work is commenced.

A. The Association shall establish written architectural (including minimum square footage requirements) and aesthetic criteria to be used in reviewing all plans, specifications and details submitted for its approval, and copies of such criteria may

be obtained from the Association upon request. The written criteria shall be available for both site built homes, modular homes, as well as multi-sectional and single wide manufactured homes. These criteria shall be subject to revision by the Association in its discretion from time to time.

B. The Association shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of this Master Development Plan, the written criteria or the general plan of the lots, if the design or color scheme of the proposed building(s) or other structure(s) is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or if the plans, specifications submitted are incomplete, or in the event the Association 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 real property subject hereto, or the Owners thereof.

C. Prior to the commencement of construction of a dwelling unit or placement of a modular, multi-sectional or single wide manufactured home on any lot, a building certificate must be obtained from the Association and prior to occupancy, an occupancy permit must be obtained from the Association. The Association or its agents shall have the right to inspect all construction to insure that the structure is in accordance with the approved plans, specifications and details. No structure or improvement shall be

made unless it conforms strictly to the approved plans, specifications and details. These required certificates are in addition to those required by local, county or state authorities.

D. As part of the building permit application, the Owner must submit, if needed, plans for installing a culvert in the drainage ditch between the roadway and Lot. The cost of the culvert and covering is to be paid by the Owner. The construction specifications must meet the Association's approval. And the culvert must be installed before any construction may begin on the Lot.

SECTION 4 COMPLIANCE WITH LOCAL REGULATIONS: Buildings or structures must in all particulars meet the requirements of the appropriate Brunswick County Building Inspectors and the Brunswick County Health Department regulations, as well as any other code which may apply to multi-sectional or single wide manufactured or modular homes. No construction or installation may commence on any lot without having obtained prior approval of these respective units of local government.

SECTION 5 TEMPORARY STRUCTURES: No temporary house, trailer, tent, garage, or other building shall be placed or erected on any lot, provided, however, that the Association may grant permission for any such temporary structures for storage of materials during construction. All such temporary structures, which the Association may grant permission for temporary storage, must be removed within six (6) months from the date of receiving such permission for commencement of construction. No temporary structures as may be approved by the Association shall be used at any time as a dwelling

house, and no certificate of occupancy will be issued by the Association until such temporary structure is removed from the lot.

SECTION 6 COMPLETION OF STRUCTURES: Once construction or improvement is started on any dwelling or other structure, it must be substantially completed in accordance with the plans and specifications as approved within six (6) months from the date of commencement. Once a modular or manufactured home is placed on the lot it must be set up and underpinned and/or skirted within ninety (90) days of placement or installation.

SECTION 7 OCCUPANCY: No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications, and a certificate of occupancy has been issued by the Association.

SECTION 8 ANIMALS AND PETS: No animal or livestock of any description, except the usual household pets, shall be kept on any lot. Should the household pet be a dog or other large pet, it shall be kept in the dwelling or kept on a leash and accompanied by a person and shall not be allowed to run loose in the subdivision.

SECTION 9 STORAGE RECEPTICALS: Every fuel storage tank shall be buried below the surface of the ground or screened to the satisfaction of the Association. Every outdoor receptical for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street or recreation area.

SECTION 10 PLACEMENT OF OUTDOOR CLOTHES DRYING STRUCTURES:

No outdoor clothes poles, clothes lines or similar equipment shall be placed on any lot unless it be screened so that it is not visible from any street, recreational area or adjoining property.

SECTION 11 MAINTENANCE OF UNOCCUPIED LOTS: All unoccupied lots, shall be well-maintained, and no unattractive growth or accumulation of rubbish or debris shall be permitted. All unoccupied lots shall, as a minimum, be mowed or bushhogged at least once during the period commencing with Sepemebr 1 and ending with October 15.

SECTION 12 OFFENSIVE AND ILLEGAL ACTIVITIES: No noxious, offensive or illegal activities shall be carried on within the subdivision nor shall anything be done that shall be or become an unreasonable annoyance or nuisance to any person whomsoever.

SECTION 13 PARKING: No vehicle shall be parked within any street right-of-way over night in the subdivision. -No truck larger than that described as a half-ton pick-up truck shall be parked for longer than forty-eight (48) hours on any lot in such a manner as to be visible to occupants of other lots or users of any street or recreational area. Should this requirement become burdensome, the Association may grant limited relief for a specified time period if it deems such relief to be reasonable and expedient in the circumstances. No stripped partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.

SECTION 14 REPAIR OR REMOVAL OF BUILDING: Any dwelling may be destroyed in whole or in part by fire, windstorm or from any

other act of god must be rebuilt or all debris removed and the lot restored to a sightly condition with a reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.

SECTION 15 REMOVAL OF TREES AND NATURAL VEGATATION: No tree over nineteen (19) inches in circumference nor any dogwood, flowering shrub or bush shall be removed from any lot without prior written consent of the Association.


SECTION 16 OUTSIDE BURNING: No outside buring of wood, leaves, trash, garbage or household refuse shall be permitted, except in accordance with a validly issued burning permit from Brunswick County.

SECTION 17 DIVISION OF SINGLE-FAMILY LOTS: No Single-Family Detached Dwelling lot shall be subdivided, or its boundary lines changed except with the written consent of the Developer. However, the Developer hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more Single-Family Detached Dwelling lots shown on a plat thereof prior to delivery of a deed in order to create a modified Single-Family Detached Dwelling lot. Such lots shall be treated as one modified lot in order to meet the set back and side line requirements, without the necessity of replatting. The restrictions and covenants herein apply to each lot so created.

SECTION 18 STORAGE OF BOATS, MOTOR HOMES AND TRAVEL TRAILERS: No boat, motor home or travel trailer shall be stored longer than forty-eight (48) hours in the front yard of any dwelling. In no

case may any such items be stored within the set back areas. Should this requirement become burdensome, the Association may grant limited relief for a specific time period if it deems such relief to be reasonable and expedient in the circumstances.

SECTION 19 MOTOR VEHICLES AND NOISE LEVEL: No motorcycle, motorbike, go cart, all terrain vehicle (ATV) or similar motor vehicle shall be operated within the subdivision except for the purposes of coming from the state highway to a particular lot or from a particular lot to a fixed location within the subdivision or the state highway. No dirt bikes may be used within the subdivision at all under any circumstances. All motor vehicles operated in the subdivision shall have quiet mufflers. Further, no person shall operate any such vehicle unless he or she holds a valid driver's license.

 SECTION 20 EXTERIOR MAINTENANCE OF BUILDING: The exterior portion of all dwellings or structures located on any lot together with the yards, shrubbery and common area associated therewith, if any, shall be maintained in a sightly condition. Should the Association deem affirmative enforcement of this provision is necessary, it shall appoint an aesthetic committee. Upon recommendation of this committee and concurrence by the Board of Directors of the Association, the Association shall notify the offending property owner of the aesthetic deficiency, and the action necessary to correct the deficiency, whereupon the Owner shall correct the deficiency within fifteen (15) days.

SECTION 21 TELEVISION ANTENNAS: No outside television

antennas or satellite dishes may be erected on or placed on any lot within this subdivision.

SECTION 22 ADDITIONAL RULES: The Developer, until Turnover and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed necessary for the best interest of the owners of the subdivision.

#### ARTICLE IV

##### MEMBERSHIP, VOTING RIGHTS AND TURNOVER

SECTION 1 MEMBERSHIP: Every person or entity who is an Owner of a lot subject to this Master Development Plan shall be a member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a member.

SECTION 2 VOTING RIGHT: The Association shall have two 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 Developer. Class "A" member shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. The By-Laws may be 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"

(1) Class "B" Members shall be the Developer. The Class "B" member shall be entitled to four votes for each lot in which it holds the interest required for membership by Section 1; provided that Class "B" membership shall cease and become converted to Class "A" membership on the happening of the earlier of either of the following events:

1. When the total votes outstanding in the Class "A" membership equal the total votes outstanding in Class "B" membership;
2. At any earlier time that the Developer, in its sole discretion, voluntarily converts its Class "B" membership to Class "A" membership.

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

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

SECTION 3 TURNOVER: Prior to ninety (90) days after the happening of the events described in paragraphs (1) or (2) of subsection two, the Association shall conduct a special meeting of the membership hereinafter called the Turnover Meeting for the purpose of electing officers and directors, provided however that so long as the Developer is the Owner of the lot governed by the

Association, the Developer shall be entitled to appoint at least one member to the Board of Directors.

## ARTICLE V

### PROPERTY RIGHTS IN THE COMMONS AREA

SECTION 1 MEMBERS, EASEMENTS OF ENJOYMENT IN THE COMMON AREAS: Subject to the provisions of Section 4 and any additional provisions of this Master Development Plan, every member, his agent, licensees, invitees, and members of his household, shall have a permanent and perpetual easement for the use and enjoyment of the Common Areas and each easement shall be appurtenant to and shall pass with a title to every lot. Such easement of enjoyment shall include but not be limited to the members' right of ingress and egress over the streets, roadway and walkways over the common areas for the purpose of access to the Owner's lot.

SECTION 2 TITLE TO THE COMMON AREAS: The Developer may (but need not) retain the legal title to the Common Areas on which it has set aside and constructed amenities and facilities until such time as it has sold all of its property subject to the Master Development Plan; notwithstanding any other provision herein, however, the Developer hereby covenants for itself, its successors and assigns that it will convey and the Association for itself, covenants that it shall accept a conveyance of any or all of the Common Areas free and clear of all liens and encumbrances except this Master Development Plan.

SECTION 3 LIMITATION OF MEMBERS' EASEMENTS: The rights and easements of use and enjoyment created hereby shall be subject to

the following:

- (a) The right of the Developer and of the Association, in accordance with its Articles and By-laws, to retain money for the purpose of improving the Common Areas and in aid thereof to mortgage such properties.
- (b) The right of the Association as provided in its Articles and By-Laws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, or for a period that may be determined by the Board of Directors for any violation of this Master Development Plan, the Association's Articles, By-Laws or published rules and regulations; provided however, that the right of a member of ingress and egress over the streets shall not be abrogated; and
- (c) The right of the Developer and the Association to dedicate or transfer all or part of the Common Areas to any public agency, authority or utility for such purposes; and
- (d) The right of the Developer, without approval of the Association, to add to or delete part of the Commons Areas and to dedicate easements and rights-of-ways over the Common Areas in accordance with the terms of the Master Development Plan; and
- (e) The right of the Association to adopt and enforce,

at any time, rules and regulations governing the use of the Common Areas and all facilities situated thereon. Any rules and/or regulations adopted shall apply until rescinded or modified the same as if originally set forth at length in this Master Development Plan.

SECTION 4 UTILITY AND DRAINAGE EASEMENTS: There is reserved to the Developer so long as it owns a lot the right of temporary roads, utility services and drainage systems as are necessary in its sole discretion for the proper development and administration of the subdivision.

SECTION 5 EASEMENTS FOR GOVERNMENT, HEALTH, SANITATION AND EMERGENCY SERVICES: A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for the purpose of ingress and egress over the Common Areas.

## ARTICLE VI

### COVENANTS AND ASSESSMENTS

SECTION 1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: Except as hereinafter more fully provided, the Developer for each lot owned by it which is subject to this Master Development Plan hereby covenants and each Owner of any lot, by acceptance of a deed thereof, whether or not it shall be so expressed in the particular deed of conveyance shall be deemed to

covenant and agree to pay to the Association (1) Monthly Assessments and (2) Special Assessments for capital improvements and other expenditures that the Association deems appropriate, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The Monthly and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Each Member expressly covenants by acceptance of a deed that liens may be placed against the Owner's Dwelling Unit or lot for nonpayment of assessments.

SECTION 2 PURPOSE OF ASSESSMENTS: The assessments levied by the Association for common expenses shall be used exclusively for the general purpose of promoting recreation, health, safety, welfare, common benefits and enjoyment of the Owners and Occupants of Branchwood Village and maintaining the improvements therein all as may be more specifically authorized from time to time by the Board of Directors. The common expenses to be refunded by the annual assessments may include but shall not necessarily be limited to the following: (a) management fees and expenses of administration; (b) utility charges for utilities serving the Common Areas and charges for other common services for the Development including trash collection and security services if any such services are in fact paid by the Association; (c) the cost of insurance coverage as the Board of Directors determine to be in the best interest of the owners; (d) the expenses of maintenance,

operation and repair of the Common Areas. These facilities are described in the definition section of this Master Development Plan; (h) all expenses associated with providing security services to the Development; (i) the establishment of a reasonable reserve fund for maintenance, repair and replacement of the Common Areas, to cover emergency repairs as a result of casualties which are not covered by insurance and to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments; and (j) such other expenses as may be determined from time to time by the Board of Directors of the Association to be common expenses.

SECTION 3 DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS; DUE DATE: ASSESSMENT PERIOD: The Monthly Assessments provided for herein shall commence the first day of the calendar month following conveyance to a Class "A" member hereafter known as the "Commencement Date") and shall thereafter be due on the first day of every "Assessment Period" as this term is defined in the By-Laws of the Association. Notwithstanding the preceding sentence or anything herein contained to the contrary prior to the time of Turnover by the Developer to the Association, the Association may set the Common Area and assessment on an annual payment schedule.

SECTION 4 BASIS AND MAXIMUM AMOUNT OF MONTHLY ASSESSMENTS: The Owner of each lot which is part of Branchwood Village and subject to this Master Development Plan shall pay an annual assessment which beginning in the year 1991 shall be \$50.00. The range of annual assessments for each lot after the year of 1991 may thereafter be increased in proportion by the greater of 10% of the

assessments for the previous year or by the percentage increase, if any, for the then current year in the Consumer Price Index, all urban consumer (CPI-U) 1982-1984 = 100 or its succeeding index.

Until the time of turnover to the Association the Developer shall not pay any Annual or Special assessment; however, the Developer shall pay the difference in cost between the sum of all Annual assessments collected from Class "A" and Class "B" members and the actual cost of operation of the Association. After turnover, the Developer shall not be obligated to pay an Annual or Special assessment on any Dwelling or lot owned by it. Notwithstanding any other provision to the contrary in this Master Development Plan, the Developer may at any time commence paying assessments as to Dwelling Units or lots owned by it and thereby automatically terminate its obligation to fund deficits, but at any time thereafter the Developer may again elect to follow the procedure specified in the preceding sentence.

SECTION 5 SPECIAL ASSESSMENTS: In addition to the Monthly Assessments authorized by this Article VI, the Board of Directors may levy in any Assessment Year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas or limited Common Areas, including the necessary fixtures and personal property related thereto, or for the purposes deemed appropriate by the association. The due date of any Special Assessment under this article shall be fixed in a resolution

authorizing such assessment. The Developer shall not be obligated to pay a Special Assessment levied on any dwelling unit or lot.

SECTION 6 CHANGE IN BASIS AND MAXIMUM OF MONTHLY ASSESSMENTS:

Subject to the limitations of Section 3 and 4 hereof, and for the periods therein specified, the Board may change the amount of the assessments fixed by Section 4 hereof for any such period, provided that written notice containing a copy of the newly adopted budget outlining the assessment change is sent to all members at least thirty (30) days in advance of the effective date of the adopted change.

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

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

SECTION 8 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION; LATE FEES RESALE CERTIFICATE: If the assessments are not paid on the

date when due (being the dates specified in Section 3 and Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, unless the Seller obtains from appropriate officers of the Association at closing, a certificate attesting to the fact that all assessments are paid and present such certificate to the purchaser at closing, the purchaser shall be conclusively presumed to have assumed such past due assessment and also shall become forthwith liable therefore. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the cost of examining records and preparing the certificate. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate established by the Board of Directors not to exceed the maximum legal rate of interest, and the association may bring an action at law against the owner personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the property; and there shall be added to the amount of such assessment all costs of collection, including, but not limited to the cost of preparing and filing the complaint in such action, the cost of any and all

attorneys' fees incident to collection whether or not suit is brought, including attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments as provided above and reasonable attorneys' fee to be fixed by the court, together with costs incident to the action.

In addition to the foregoing remedies, the Board of Directors may assess a "Late Fee" of twenty percent (20%), compounded monthly, on the delinquent assessment for each Monthly or Special Assessment, which is more than ten (10) days delinquent, for the purpose of helping defray collection costs.

SECTION 9 SUBORDINATION OF THE LIEN OF MORTGAGE: The lien of the assessments provided for in this Master Development Plan shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Owners property subject to assessment; provided, however, that a first mortgagee of record, or other purchaser, obtains title to such lot as a result of foreclosure of the lien of such first mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association chargeable to the former Owner of such dwelling unit which become due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a Claim of Lien for assessments that is recorded prior to the recording of the mortgage. Such sale or transfer shall not relieve such owner from liability for any assessments thereafter becoming due, from the

lien for any assessments thereafter becoming due, or from the lien of any such subsequent assessment; provided, however, that any such assessment shall be subordinate to the lien of a first mortgagee placed upon the Dwelling unit prior to the time of the recording of such subsequent assessment lien.

## ARTICLE VII

### INSURANCE

SECTION 1 PROPERTY AND CASUALTY INSURANCE: The Association shall purchase such other insurance as may be necessary on the Common Areas and for the purpose of properly operating the Association. The Association may also purchase liability insurance covering the Association's Directors and Officers.

SECTION 2 PREMIUMS: The premiums for all insurance policies purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the members through the Monthly Assessments against each Dwelling Unit or lot, as provided in this Master Development Plan. The method of allocation of the insurance premiums among the Owners shall be determined by the Board of Directors of the Association.

## ARTICLE VIII

### MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

SECTION 1 MAINTENANCE OF THE COMMON AREAS: The responsibility for maintenance, upkeep and repair of the Common Areas is by the Association. The Board of Directors shall have the right to hire maintenance people to perform maintenance work as prescribed by the Board of Directors on the Common Areas.

SECTION 2 MANAGEMENT SERVICE: The Association may contract for the management of all or part of the Common Area for the purpose of carrying out all or a portion of the maintenance services provided for in this Master Development Plan.

SECTION 3 UTILITY SERVICES: The Association may contract with public or private utility companies for purposes of supplying utility services to the common area and may assess the costs and expenses charged by such utility companies as part of the Monthly Assessment or as a Special Assessment.

ARTICLE IX  
ENFORCEMENT

SECTION 1 RULES AND REGULATIONS: The Board of Directors is specifically granted the power to pass rules and regulations for the purpose of enforcing this Declaration.

SECTION 2 INVALIDATION: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 3 PRIORITY OF LAND USE DOCUMENTS: This Master Development Plan shall take precedence over conflicting provisions in the Articles of Incorporation or the By-Laws of the Association and the Articles shall take precedence over the By-Laws.

SECTION 4 RIGHT TO AMEND: Neither the Developer, nor the Association, shall make any amendment or modification to this Master Development Plan which will change or alter the Plan of Development. Anything herein to the contrary notwithstanding the

Developer reserves for itself before turnover and thereafter the Association the right to make an amendment or modification which will not affect the Master Development Plan. Should any such modification or amendment however, attempt to change or alter the Master Development Plan, such modification or amendmant shall not render these Covenants or Restrictions purely personal to the Developer and the benefits and burdens shall remain mutual and reciprocal to all Owners. The Master Development Plan may only be altered, modified, or changed by a written document executed by the Developer together with the Owners of a majority of the lots and Dwelling Units then owned by persons other than the Developer and will only become effective upon recordation in the Brunswick County, North Carolina, Public Registry.

SECTION 5 SPECIFIC ENFORCEMENT FOR ARTICLE III: With regard to the restrictions and conditions contained in Article III, each 24 hour period of violation of any one or more of these requirements, prohibitions, duties and obligations exist shall be considered a new and separate violation. A fine of up to \$50.00 per 24 hour period, may be levied by the Association for each such violation. The Association, upon at least 15 days notice to the owner, is hereby granted the right of entry on any lot or access to any building and such entry shall not be considered a trespass for the purpose of curing, correcting, or abating the violation. The actual cost thereof shall be paid by the Owner to the Association within 30 days after the bill for such expenses have been deposited in the U.S. mail addressed to the member at the

address on file with the Association and if no address is on file, 30 days after the Association has posted notice of the bill on the lot. If member does not pay the bill within the 30 day period, then the bill shall bear interest at the highest rate allowed in North Carolina for personal loans until paid. Any such fine, charge or cost together with legal fees and costs for collection shall constitute a lien in the nature of ad valorem taxes against the Member. The Member shall be responsible for violations committed or allowed by himself, his licensees, invitees, guests or members of his household to the same extent as if he had personally committed such violation.

SECTION 6 ENFORCEMENT - GENERAL: Failure of an owner to comply with a provision of this Master Development Plan or a provision in the By-Laws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Master Development Plan, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Master Development Plan providing for the collection of a Monthly Assessment, including but not limited to a foreclosure proceeding.

ARTICLE X  
CONSTRUCTION

When construing the provisions of this Master Development Plan, the parties agree that they shall be construed as beneficial community rules and that any ambiguity shall be resolved in favor of liberal enforcement by the Courts.

IN WITNESSE WHEREOF, this Master Development Plan together with Covenants, Conditions and Restrictions has been signed and executed by the Developer and Additional Declarants, the day and year first above written.

BY-LAWS OF  
BRANCHWOOD VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

A Non-Profit Corporation

ARTICLE I

NAME AND LOCATION: The name of the corporation is BRANCHWOOD VILLAGE PROPERTY OWNERS ASSOCIATION, INC. The principal office of the corporation shall be located at Branchwood Village near Ocean Isle Beach, North Carolina, but meetings of Members and Directors may be held at such places within the State of North Carolina as may be designated by the Board of Directors.

ARTICLE II

MEETINGS OF MEMBERS

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

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

Section 3: NOTICE OF MEETINGS. Written notice of each

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

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

Section 5: PROXIES. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary-Treasurer. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by him of his Lot.

ARTICLE III

BOARD OF DIRECTORS: TERM OF OFFICE; REMOVAL

Section 1: NUMBER. The affairs of the Association shall be managed by not less than three (3) nor more than five (5) directors. Prior to Turnover as described in the Master Declaration, the directors shall be appointed by JOHN W. WILLIAMS and wife, FRANCES T. WILLIAMS and PAUL D. DENNIS and wife, FRANCES C. DENNIS, after Turnover they shall be duly elected by the Members of the Association from among the Members.

Section 2: TERM OF OFFICE. Prior to Turnover, Directors shall serve at the pleasure of JOHN W. WILLIAMS and wife, FRANCES T. WILLIAMS and PAUL D. DENNIS and wife, FRANCES C. DENNIS; after Turnover they shall serve one (1) year terms and until their successors are duly appointed or elected, as the case may be.

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

ARTICLE IV

BOARD OF DIRECTORS; MEETINGS

Section 1: REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held annually, at such place and

hour as may be fixed from time to time by resolution of the Board.

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

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

ARTICLE V

BOARD OF DIRECTORS; POWERS AND DUTIES

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

(a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities including the personal conduct of the members and their guests thereon; to establish penalties for infractions of such rules and regulations.

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

(c) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the

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Declaration, Articles of Incorporation, or by other provisions of these By-Laws.

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

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

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

(b) Fix the amount of the annual assessment against each Lot in advance of each annual assessment period.

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

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

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

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

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

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

## ARTICLE VI

### OFFICERS AND THEIR DUTIES

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

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

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

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

Section 5: RESIGNATION AND REMOVAL. Any officer may be removed from office by the Board at any time with or without

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cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary-Treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

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

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

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

(c) Secretary-Treasurer: The Secretary-Treasurer shall

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

ARTICLE VII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments. All annual assessments shall be paid as designated by the Board of Directors. Any assessments not paid when due are considered delinquent. Interest, costs, and reasonable attorney's fees for collection shall be added to the amount of any assessment due. No Owner may waive or otherwise

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escape liability for assessments by nonuse of the common properties or abandonment of his Lot. Delinquent assessments and costs shall constitute a continuing lien on the lot which generated the assessment until paid.

ARTICLE VIII

BOOKS AND RECORDS; INSPECTION

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

ARTICLE IX

CORPORATE SEAL

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

ARTICLE X

AMENDMENTS

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

ARTICLE XI

FISCAL YEAR

The fiscal year of the Association shall be the calendar

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

ARTICLE XII

CONFLICTS

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

BRANCHWOOD VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

CORPORATE SEAL

By: *Paul B. Williams*  
President

ATTEST:

*John W. Williams*  
Secretary-Treasurer

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that John W. Williams personally came before me this day and acknowledged that he/she is Secretary-Treasurer of BRANCHWOOD VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing By-Laws were acknowledged as the official By-Laws of

BRANCHWOOD VILLAGE ARCHITECTURAL AND

AESTHETIC CRITERIA - PHASE 1

These guidelines are not intended to be all encompassing or to replace or delete any requirement of the Master Declaration. Rather, the spirit of these guidelines is to maintain a balance of architectural designs and colors which shall on the one hand allow individual expression and on the other hand not allow glaringly discordant designs and colors disruptive to the aesthetics intended by the developers. It is recommended that you become familiar with the Articles of the Master Declaration and that before you develop building plans or purchase a pre-fab, modular, or manufactured home you thoroughly acquaint yourself with Article III.

When the term "architectural review committee" is used in these guidelines it shall refer to a committee appointed by the board of directors of the Branchwood Village Property Owners Association.

1. The styles of architecture for site built homes to be employed in Branchwood Village shall be those generally referred to as contemporary, low country, or other similar styles.
2. Once construction, or improvement has begun on a lot it must be substantially completed in accordance with the plans and specifications as approved within six (6) months from the date of commencement (see Article III, section 6).
3. Materials used on the exterior of homes shall consist primarily of wood, masonite, vinyl or aluminum sidings, brick, rock, or stucco and combinations thereof. Colors for these materials shall generally fall in the class of earth tones and certain muted grays, blues and greens.
4. All single level site-built dwellings, multi-wide sectional homes and multi-wide modular homes shall contain a minimum of 1100 square feet of living area (generally referred to as heated space) exclusive of garages, carports, porches, decks, etc. In the case of multi-wide dwellings this square footage must be in the home as purchased and not added later after placement on the property. If the dwelling is a two story, tri-level or other multi-level design then approval of square footage on the various levels must be obtained from the Architectural Review Committee in writing at or before submission of the plans as required in Article III, section 3A and 3B of the Branchwood Village Master Declaration.

In the case of single wide manufactured housing or modular units each unit shall have a box size of no less than what is commonly referred to by the manufactured housing industry as "14 feet wide" by no less than 56 feet in length not counting the tongue.

5. Single-wide manufactured housing titles shall show a model year no older than five years older than the year the home is placed on the lot. For example if a single wide is placed on a lot in 1991 the model year that shows on the title can be no older than 1987. Proof of model year on all single-wide homes whether new or not must be provided to the Architectural Review Committee prior to placement on the lot. If the home is a used home, good exterior color pictures of all sides of the home must be presented to the Architectural Review Committee along with model year proof before approval can be granted to place the home.

6. All dwellings must have shingle roofs. Metals roofs as commonly found on mobile homes are not allowed. Any other type of roofing must be approved by the Architectural Review Committee.

7. Foundations on all site built homes and perimeter underpinning on multi-wide homes shall be masonry such as brick, and painted or stuccoed concrete block.

Perimeter underpinning materials for single wide homes shall be masonry such as brick, and painted or stuccoed concrete block, or Architectural Review Committee approved aluminum or vinyl skirting materials. All skirting installations should be soundly constructed due to the strong winds sometimes experienced in the coastal area. Perimeter underpinning or skirting must be completed within 90 days of placement of the unit on the lot.

All approved decks shall be enclosed or underpinned with the same material used around the dwelling or with treated wood lattice.

Perimeter underpinning or foundation materials other than those mentioned here must be approved by the Architectural Review Committee.

8. All structures must be set back a minimum of 20 feet from the front (street side) lot line. In the case of corner lots or lots with streets on both the front and back this shall apply to only one of the two street side lot lines. The developer or his assigns shall decide which street the home must face. The remaining street lot line shall be treated as a side lot line in the case of corner lots and as a rear lot line in the case of lots with streets in both front and rear. All structures except fences must sit back from side and rear lot lines a minimum of 10 feet.

9. Any decorative or privacy fence that is placed anywhere between the rear of the home and the road right of way (front property line) shall be of wood or masonry and the colors shall blend with or be the same as the color(s) used on the dwelling. No such fence shall be permitted around the entire perimeter of the individual lot but may be used to screen patios, sun decks, swimming pools, utility areas, garbage cans, etc. Fences placed to the rear of the home may also be of the metal chain link type. All fences must be placed at least six inches inside the owners property line. As with all structures, plans for all fencing must be submitted to the Architectural Review Committee for approval. Any fencing in the front yard area will be severely limited.

10. When the Architectural Review Committee approves the proposed location of the home or other structure on the lot, the owner shall have tagged the trees which will need to be removed. Also please note Article III, section 15 of the Master Declaration.

11. The Branchwood Village Property Owners Association reserves the right and easement to go on or across all lots for the purposes of drainage or underground field tile repair or installation. This is an elaboration of Article V, section 4 of the Master Declaration.

**BRANCHWOOD VILLAGE PHASE 2 ARCHITECTURAL AND  
AESTHETIC CRITERIA**

These guidelines are not intended to be all encompassing or to replace or delete any requirement of the Master Declaration. Rather, the spirit of these guidelines is to maintain a balance of architectural designs and colors which shall on the one hand allow individual expression and on the other hand not allow glaringly discordant designs and colors disruptive to the aesthetics intended by the developers. It is recommended that you become familiar with the Articles of the Master Declaration and that before you develop building plans or purchase a pre-fab, modular, or manufactured home you thoroughly acquaint yourself with Article III of the Master Declaration and any amendment thereto.

When the term "architectural review committee" is used in these guidelines it shall refer to a committee appointed by the board of directors of the Branchwood Village Property Owners Association.

1. The styles of architecture for site built homes to be employed in Branchwood Village Phase 2 shall be those generally referred to as contemporary, low country or other similar styles.
2. Once construction, or improvement has begun on a lot it must be substantially completed in accordance with the plans and specifications as approved within six (6) months from the date of commencement (see Article III, section 6). Once a modular or manufactured home is placed on the lot it must be set up and underpinned within ninety (90) days of placement or installation. (See item 7. in these criteria).
3. Materials used on the exterior of homes shall consist primarily of wood, masonite, vinyl or aluminum sidings, brick, rock, or stucco and combinations thereof. Colors for these materials shall generally fall in the class of earth tones and certain muted grays, blues and greens. White is of course also permitted.
4. All single level site built dwellings, multi-wide sectional homes and multi-wide modular homes shall contain a minimum of 1200 square feet of living area (generally referred to as heated space) exclusive of garages, carports, porches, decks, etc. In the case of multi-wide dwellings this square footage must be in the home as purchased and not added later after placement on the property. If the dwelling is a two story, tri-level or other multi-level design then approval of square footage on the various levels must be obtained from the Architectural Review Committee in writing at or before submission of the plans required in Article III, section 3.A and 3.B of the Branchwood Village Master Declaration.
5. All multi-wide manufactured home titles must show a model year no older than one year older than the year the home is placed on the lot. For example if a manufactured home is placed on a lot in 1998, the model year that shows on the title can be no older than 1997. Proof of model on all manufactured homes must be provided to the Architectural Review Committee prior to placement on the lot. Used homes are not allowed. Homes previously set up on new home sales lots and not lived in or occupied but used as model homes shall be classified as 'new' so long as they meet the model year criteria set out above.

6. All dwellings must have shingle roofs. Metal roofs as commonly found on mobile homes are not allowed. Any other type of roofing must be approved by the Architectural Review Committee.

7. Foundations on all site built homes and perimeter foundations or underpinning on multi-wide homes shall be masonry such as brick, and painted or stuccoed concrete block. Other materials must be approved by the Architectural Review Committee. Perimeter foundations or underpinning must be completed within 120 days of placement of the unit on the lot. All approved decks shall be enclosed or underpinned with the same material used around the dwelling or with lattice approved by the Architectural Review Committee.

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8. All structures must be set back a minimum of twenty five (25) feet from the front (street side) lot line. In the case of corner lots this shall apply to only one of the two street side lot lines and the remaining lot line shall be treated as a side lot line. All structures except fences must sit back from side lot lines a minimum of five (5) feet and from rear lot lines a minimum of ten (10) feet. The front and rear setbacks shall be established by measuring from the front or rear property line, as the case may be, to the outermost point of the main foundation or deck or patio perimeter. The side yard setback shall be established by measuring from the side property line to the outer-most point of projection of the building or patio or deck.

9. Any decorative or privacy fence that is placed anywhere between the rear of the home and the front lot line shall be of wood or masonry and the colors shall blend with or be the same as the color(s) used on the dwelling. Any fencing in the front yard area will be severely limited to such things as landscaping accent decorative fencing (for example: split rail fences). No fence shall be permitted around the entire perimeter of the individual lot. Fencing in the rear of the home can be used to screen patios, sun decks, swimming pools, utility areas, garbage cans, etc. Fences placed to the rear of the home may also be of the metal chain link type. As with all structures, plans for all fencing must be submitted to the Architectural Review Committee for approval.

10. When the Architectural Review Committee approves the proposed location of the home or other structure on the lot, the owner shall have tagged the trees which will need to be removed. These trees must be approved by the Architectural Review Committee before removal. Also please note Article III, section 15 of the Master Declaration.

11. The Branchwood Village Property Owners Association reserves the right and easement to go on or across all lots for the purposes of repairing or installing drainage swales, ditches, or underground field drainage tile. This is an elaboration of Article V, section 4 of the Master Declaration.

12. Under the North Carolina Dept. of Environment, Health and Natural Resources Div. of Water Quality State Stormwater Management Permit for Branchwood Village Phase 2 the allowable built-upon area per lot is 4,300 square feet, inclusive of that portion of the right-of-way between the front lot line and the edge of the road pavement. Built-upon area includes structures, pavement (including marble or coquina), and walkways of brick, stone or slate, but does not include wood decking. In this regard it is also mandated that a minimum vegetated buffer of 30 feet must be maintained between all impervious areas and surface waters. It is the responsibility of the individual property owner to be sure that these requirements are met.