

**RULES AND REGULATIONS OF  
HOMEOWNERS ASSOCIATION OF HARPER ACRES, INC.**

**ARTICLE I  
PROPERTY RIGHTS IN THE COMMON AREAS**

A. Extent of Member's Easements. Members, their families and guests, are hereby granted a blanket easement to use and enjoy the common areas for driving over, parking upon, sewer, drainage, recreational, social and other purposes directly related to private single-family residential uses authorized herein, subject to the following:

1. The Association shall have the right to promulgate and publish rules and regulations (the "Rules") regarding the Properties and the Common Areas with which each Member, their families and guests, shall strictly comply.
2. The Common Areas shall not be used for other than intended purpose(s) specified herein or on the recorded plats of the Subdivision.
3. The Declarant and the Association, in accordance with the Articles of Incorporation of the Association and the By-Laws of the Association, shall have the right to borrow money for the purpose of improving, renovating, repairing and reconstructing the common areas with the written consent of the Class B Member (for so long as the Class B Member shall own any Declarant's Property) together with the written consent of sixty-seven percent (67%) of the Class A Members entitled to vote. Such vote shall be in person or by proxy on such matter at a meeting of the Members called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, to wit: to mortgage said common area (s) as security for such loan.

B. Personal Property for Common Use. The Association may acquire and hold in the name of the Association for the use and benefit of all Members, tangible and intangible, real or personal property, and may dispose of the same by sale or otherwise.

C. Maintenance and Upkeep of Common Areas and Personal Property and Compliance with City/County/State Ordinances.

1. The Association shall be responsible for the continued maintenance, upkeep and repair of any and all common areas and any and all personal property owned by the Association for common use by the Members and shall be responsible for any and all costs and expenses associated therewith.
2. The Association shall comply with any and all Town of Southport and Brunswick County and/or State of North Carolina subdivision ordinances regarding the maintenance, use, upkeep and repair of the common areas, including but not limited to, any

special “Watershed Zoning Restrictions”. Undeveloped common areas shall be retained in a vegetative or natural state in accordance with such ordinances and or zoning restrictions.

ARTICLE II  
RESTRICTIONS ON USE AND MAINTENANCE OF PROPERTY

A. Use Restrictions. The following Restrictions and Covenants shall be applicable to the use of any Property or Properties or Lots subject to the Declaration:

1. Land Use and Building Type – Residential Purposes Only. Except for common areas, no Lot on the Properties shall be used for any purpose other than single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot in the Subdivision other than one (1) single-family dwelling, no less than 1800 square feet, raised slab or crawlspace, which said dwelling may have an attached garage, and one storage shed, which said shed must be approved as to size, design and material and location by the Declarant (or by the Architectural Review Committee should Declarant no longer own any Declarant’s Property). Any commercial or business activity conducted on a Lot in the Subdivision for the dwelling shall comply with existing zoning restrictions. Declarant, or Declarant’s designated general contractor, shall have the right to erect model homes on any of the Lots in the Subdivision, said model homes to be used for sales purposes only until sold to a homebuyer. No mobile homes or house trailers shall be erected or allowed to remain on any Lot in the Subdivision. Materials of external covering shall be brick or hardi plank only.

2. Re-subdivision of Lots. No Lot shall be re-subdivided except with the written consent of the Declarant (or of the Association if the Declarant shall not own any Declarant’s Property).

3. Site and Plan Approval. Prior to commencement of work, the complete set of plans and specifications for the construction of any dwelling, building, fencing and driveway to be placed on any Lot in the Subdivision, or the subsequent modification or remodeling of the exterior thereof, which plans and specifications will include design, materials, location on Lot, and landscaping plan, must be approved in writing by the Declarant or Architectural Review Committee.

4. Nuisance and Appearance. No nuisance or noxious or offensive activity shall be carried on or upon the Properties or any part thereof or on any Lot, nor shall anything be done or maintained thereon which may disturb the neighborhood or occupants of adjoining property or detract from its value as an attractive residential community. Each owner shall maintain his or her buildings, improvements, landscaping and grounds in a safe, clean and

orderly fashion. Each Lot owner shall keep his or her lot free of tall grass, undergrowth, dead trees, trash and rubbish. Each Lot in the Subdivision shall be maintained by its Owner(s) to present a neat appearance.

5. Animals. No animals of any kind shall be kept on any Lot in the Subdivision except those household animals normally found in a residential neighborhood. Any pens or housing on a Lot to be used by the animals shall be regularly cleaned and said pens or housing must be located in an area to the rear of the dwelling. Approved animals shall be penned or on a leash and shall not be allowed to roam. There shall be no commercial raising of animals on a Lot or any of the common areas. No more than three (3) such approved animals shall be allowed to remain on any single Lot. All such approved animals shall be kept under the control of the owner of such animals or his or her guests. The owner of any animal shall immediately remove excrement deposited by said animal upon the streets, parking areas, common areas and or Lots. Habitual barking, howling, yelping or otherwise noisy animals shall be deemed a nuisance. No horses or barnyard animals shall be kept or allowed to remain on any of the Lots at any time.

6. Building Setbacks. Setbacks for the dwellings on the Lots shall be in accordance with the front, rear, side and corner building setbacks depicted for such Lots on the plats of the Subdivision recorded in the Office of the Register of Deeds of Brunswick County, North Carolina.

7. Vehicles and Parking Spaces. Each Owner of the thirteen (13) Lots shall be allocated two (2) parking space in the common area parking lot for his or her lot, said parking space to be as near to such Owner's Lot as reasonably possible. No junked or disabled vehicles shall be allowed to remain on any Lot or on any common areas. No boats, campers, trailers, or motor homes of any type shall be allowed to be kept in the front yard of on any Lot or on any of the common areas but must stored in the rear yard of the Lot. All other vehicles must be kept on and in the allocated spaces servicing the Lot or in the unallocated spaces.

8. Common areas. No Owner or occupant of a Lot shall remove or significantly alter any tree or landscaping in any street, right of way, or other part of the common area unless permission is granted in writing by the Association and unless permission in writing has been obtained by the appropriate Brunswick County authority if such permission is required.

9. Waste. No part of the Properties and no Lot shall be used or maintained as a dumping ground for rubbish, grass clippings, garbage or trash. Garbage and other waste shall be kept in sanitary containers which are picked up and disposed of weekly. All such containers shall be kept out of site except on scheduled trash pick up days.

10. Temporary Structures. No mobile homes or house trailers may be placed on any Lot for any purpose and no incomplete structures/dwellings, outbuildings, trailers, tents or camper units shall be used as a residence on a Lot either temporarily or permanently.

11. Antenna/Satellite Dishes. Antennae and/or satellite dishes for the reception of television reception may be installed or erected provided such is no greater in size than twenty-four (24) inches in diameter, and further provided that such are erected on the Lot so as not to be visible from any street and/or parking area abutting such Lot.

12. Fences. No fence(s) erected on a Lot shall extend past the front corner of the erected dwelling. There shall be no fences in the front yard of the Lot. All fences shall be constructed of wood. There shall be no metal or chain link fences on a Lot. Any fencing to be erected must be pre-approved by Declarant, or if no property is owned by Declarant, the Architectural Review committee.

13. Sewer/Water Lines. The Association shall be responsible for and shall pay for the maintenance, upkeep and repair of all of the private water and sewer lines within the common area. It shall not be responsible for any such lines which have been taken over by the Town of Southport or Brunswick County for maintenance and upkeep. Each Lot Owner shall be responsible for the maintenance, upkeep and repair of the lateral water and sewer lines that connect his or her dwelling to the common area water and sewer lines.

14. Owner's Responsibilities. The Owners of each Lot shall be solely responsible all maintenance, upkeep, repair and restoration of the of the home dwelling and any other improvements on said Lots and shall be responsible for paying and maintaining in effect any and all policies of hazard insurance. The Association shall have no responsibility whatsoever for any maintenance, repair, upkeep or restoration expenses of any Lot.

15. Easement to Repair and Maintain. If any Lot is not maintained, repaired and kept by the Owner(s) of such Lot in accordance with and in conformity with the terms and provisions contained in the Declaration, the Association is hereby granted an easement to enter onto and upon such non-conforming Lot and to perform such functions and to charge the Owner(s) of such Lot for the cost thereof, payable by the Owner within thirty (30) days after written demand therefore.

16. Waiver of Violations. The Declarant, or the Architectural Review Committee, shall have the power and right to waive any violation of the terms and provisions of the Declaration, such waiver to be in writing and to be recorded in the Office of the Register of Deeds of Brunswick County,

North Carolina. Upon recommendation of such waiver such violation shall be deemed thereafter not to exist.

ARTICLE III

ARCHITECTURAL REVIEW AND APPEALS

A. Architectural Review. If any owner proposes changes to their lot or additions that “shall be erected, placed or altered on any Lot in the Properties, or in any addition thereto”, must receive approval from the Architectural Review Committee as provided by Article XI of the Bylaws as approved or amended.

B. Fines. The Association’s Board of Directors or designated committee shall have the authority to fine any member of the Association for violation of Section 1 of this article. Such fine shall be up to \$150.00 per day for said violation. The Association may exercise their right to enforce these fines in accord with the enforcement provisions Article VII of the Declarations of Covenants, Conditions and Restrictions as filed, approved and or amended, Brunswick County Registry Book \_\_\_\_\_, Page \_\_\_\_\_.

C. Appeals. The Association shall appoint an Adjudicatory Panel or Appeals Committee to hear complaints from the Association members for any fines imposed under section 2 above. Within 10 days of said fine, the Association members may appeal to the panel and receive a response within 20 days thereof.

ARTICLE IV

A. Conflicts. In all conflicts or inconsistencies, the Declarations, Articles, Bylaws and these Rules and Regulations control in that order.