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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS FOR
VINEYARD PLANTATION**

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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS
FOR
VINEYARD PLANTATION**

THIS DECLARATION is made on the date hereinafter set forth by **FUTCH CREEK VENTURES, LLC**, a North Carolina limited liability company, and **PORTER'S NECK VENTURES, LLC**, a North Carolina limited liability company (hereinafter collectively referred to as the "Declarant").

WITNESSETH:

WHEREAS, Futch Creek Ventures, LLC, is the owner of approximately 22.638 acres of land in lying north of Futch Creek Road in New Hanover County, North Carolina, as more fully described in the deed recorded in Book 4501, Page 964, New Hanover County Registry, with it is developing into single-family detached lots in a subdivision to be known as The Enclave At Vineyard Plantation (hereinafter "the Enclave"); and

WHEREAS, Porter's Neck Ventures, LLC, is the owner of approximately 59 acres of land lying south of Futch Creek Road in New Hanover County, North Carolina, as more fully described in the deeds recorded in Book 4147, Page 695, Book 4228, Page 798, and Book 4228, Page 803, New Hanover County Registry, which it is developing into single-family detached lots in a subdivision to be known as The Preserve At Vineyard Plantation (hereinafter "the Preserve"); and

WHEREAS, the Enclave and the Preserve are being developed by Declarant to form a planned community of single-family homes to be known as Vineyard Plantation (hereinafter sometimes referred to as the "Community");

WHEREAS, Declarant desires to provide for the maintenance and upkeep of the Common Area within the Community, to provide for enforcement of covenants and restrictions applicable to the Community and to provide a vehicle for ensuring that storm water drainage systems and facilities within the Community are properly maintained, and, to that end, desires to subject the property within the Community to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant has deemed it advisable to create an organization to own, maintain and administer the Common Area, including, without limitation, to administer and enforce covenants and restrictions exclusively applicable to the Community and to collect and disburse the assessments and charges hereinafter created, and Declarant has therefore incorporated under North Carolina law as a nonprofit corporation, the Vineyard Plantation Homeowners Association, Inc., for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, Declarant declares that the real property described in **Exhibit A** to this Declaration and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, mortgaged, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Any defined term used in this Declaration shall have the meaning set forth below or, if not specifically defined in this Article I, the meaning of such term as set forth in the Act or in any other provision of this Declaration.

Section 1. "Act" shall mean and refer to Chapter 47F of the North Carolina General Statutes, known as the North Carolina Planned Community Act.

Section 2. "Approved Builder" shall mean and refer to any person or firm having a North Carolina General Contractor's License and who purchases a Lot within the Community for the purpose of constructing a house thereon and has been approved in writing by Declarant to construct one or more homes within the Community. As of the date of this Declaration, St. Lawrence Homes, Inc., is the only Approved Builder within the Community.

Section 3. "Association" shall mean and refer to the **VINEYARD PLANTATION HOMEOWNERS ASSOCIATION, INC.**, a North Carolina nonprofit corporation, its successors and assigns.

Section 4. "Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association elected or appointed to manage the affairs of the Association as provided in Article V of the Bylaws.

Section 5. "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

Section 6. "Common Area" shall mean and refer to the real property, together with any improvements thereon, owned by the Association, whether in fee or easement, for the common benefit of the Owners of Lots within the Community, and specifically including, but without limitation, open spaces, recreational facilities, private streets (if any), and the area within any storm water easements and the facilities constructed therein and which serve more than one Lot and are not maintained by any governmental authority. Common Area also includes water and sewer lines which serve more than one Lot and are not located within a public utility easement or a public street right-of-way. The Common Area shall be maintained by the Association or its successors in interest unless dedicated to public use and accepted by a public agency, authority or utility as set forth herein. Any private streets shall be available for public use, unless the limitation or prohibition of such use is allowed by New Hanover County.

Section 7. "Declarant" shall mean and refer to **FUTCH CREEK VENTURES, LLC**, a North Carolina limited liability company, and **PORTER'S NECK VENTURES, LLC**, a North Carolina limited liability company. It shall also mean and refer to any person, firm or corporation to whom or which Declarant, or any successor Declarant, shall assign or delegate the rights and obligations of Declarant by an assignment of Declarant's rights recorded in the New Hanover County Registry.

Section 8. "Declarant Control Period" shall mean and refer to the period of time during which the Declarant may appoint or remove the members of the Board of Directors of the Association. The Declarant Control Period shall terminate upon the earlier of the following to occur:

- (a) December 31, 2011; or
- (b) Relinquishment or transfer of all Special Declarant Rights as provided in §47F-3-104 of the Act.

Section 9. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown on any recorded subdivision map of the Properties, with the exception of any Common Area owned in fee by the Association and any street rights-of-way shown on such recorded map. In the event that any Lot is increased or decreased in size by recombination or resubdivision through recordation of a new subdivision plat, any newly-platted lot shall thereafter constitute a Lot.

Section 10. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of an equity of redemption, but excluding those having an interest in a Lot solely as security for the performance of an obligation.

Section 12. "Properties" shall mean and refer to the "Existing Property" described in **Exhibit A** to this Declaration and any additional property annexed pursuant said Article II.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
AND WITHIN THE JURISDICTION OF THE
VINEYARD PLANTATION HOMEOWNERS ASSOCIATION, INC.

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, and which is within the jurisdiction of the Association, is described on **Exhibit A** attached hereto.

Section 2. Additions to Existing Property. At any time during the Declarant Control Period, additional lands within the property identified in **Exhibit B** attached hereto and incorporated herein by this reference may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed; provided, however, that such property must be contiguous to property already subject to this

Declaration (or separated from such property only by the right-of-way of a public street or road) and must be approved by New Hanover County. The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Properties and, therefore, may alter the relative maximum voting strength of the various types of Members.

Section 3. Conveyance of Common Area in Annexed Property. The owner of the annexed property shall convey to the Association all Common Area located within the newly annexed property. Title to such Common Area shall be conveyed in the same manner as set forth in Section 3 of Article IV of this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots.

There shall be two classes of membership with respect to voting rights:

(a) Class A Members. Class A Members shall be the Owners of all Lots except those owned by the Class B Members (as hereinafter defined). When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves, determine; but fractional voting shall not be allowed, and in no event shall more than one vote be cast with respect to any Lot. Class A Members shall be entitled to one (1) vote for each Lot owned. Lots owned by Class A Members shall be "Class A Lots".

(b) Class B Member. The Class B Members shall be the Declarant and each Approved Builder. Subject to the provisions of this subsection, each Class B Member shall be entitled to ten (10) votes for each Lot that it owns (each a "Class B Lot").

Upon expiration of the Declarant Control Period (defined in Article I, Section 7 hereof), each Declarant and each Approved Builder shall have one vote for each Lot that it owns; however, such Lots shall continue to be treated as Class B Lots for assessment purposes.

Section 3. Vacant/Leased Dwellings. If the Owner of a Lot ceases to occupy the dwelling constructed thereon as his own personal living quarters or if any residence within the Properties is leased for rental purposes to tenants, the vote as expressed collectively by the Owners of such rental units shall not be entitled to any weight greater than forty-nine percent (49%) on any matter pending before the Association.

An Owner may lease or sublet his/her dwelling; however, any lease or sublease must be for at least six (6) months, in writing and contain the following provision:

"Tenant shall obey, adhere to and be bound by all provisions of the Declaration Of Covenants, Conditions, Restrictions, Easements, Charges And Liens For The Vineyard Plantation Homeowners Association, Inc., recorded in the New Hanover County Registry. Tenant acknowledges that he has received of a copy such Declaration and the rules and regulations of the Association and is familiar with the provisions of same."

If an Owner fails to include said provision in any lease or sublease, it shall be conclusively deemed to be included and part of said lease or sublease. Each Owner shall furnish the Association a copy of any lease or sublease of his dwelling.

ARTICLE IV PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment and Access. Except as limited by Section 2 of this Article IV and by the Rules and Regulations adopted by the Members and/or the Board of Directors of the Association, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Area, which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to:

(a) the right of the Association to charge reasonable admission and other fees for the use of any facilities hereafter situated or constructed on the Common Area and to limit the use of such facilities to Owners who occupy a residence on the Properties and to their families, tenants and guests, as provided in Section 2 of this Article IV.

(b) the right of the Association, after notice and an opportunity to be heard, to suspend the voting rights of an Owner and the right of an Owner to use to Common Area and facilities thereon for any period during which any assessment against his Lot remains unpaid for a period of thirty (30) days or longer, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least eighty percent (80%) of the votes of the entire membership of the Association agree to such dedication, sale or transfer and signify their agreement by a signed and recorded document, *provided that* this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of sewage, utility and drainage facilities upon, over, under and across the Common Area without the assent of the Members when such easements, in the opinion of the Board, are necessary for the convenient use and enjoyment of the Properties. Notwithstanding anything herein to the contrary, the Common Area shall be preserved to the perpetual benefit of the Owners or of the public in general and shall not be conveyed except to New Hanover County or other appropriate governmental entity or to another nonprofit corporation for the aforementioned purposes. Notwithstanding any other provision

of this Declaration, the Board of Directors of the Association may, without vote of the Members, exchange Common Area for equivalent real property.

(d) the right of the Association, with the assent of Members entitled to at least eighty percent (80%) of the votes of the entire membership of the Association to mortgage, pledge, deed in trust, or otherwise encumber any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Owners as set forth herein.

(e) to the extent permitted by law, the right of the Association to exchange all or part of the Common Area for other property and consideration of like value and utility.

Section 2. Delegation of Use.

(a) **Family.** The right and easement of use and enjoyment granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence in New Hanover County, North Carolina.

(b) **Tenants.** The right and easement of use and enjoyment granted to every Owner by Section 1 of this Article may be delegated by such Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in New Hanover County, North Carolina.

(c) **Guests.** The right and easement of use and enjoyment granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants or contract purchasers, subject to such rules and regulations as may be established by the Board of Directors.

Section 3. Conveyance of Title To The Association. Declarant covenants, for itself, its successors and assigns, that it will convey to the Association title to those portions of the Common Area, if any, owned in fee by the Association. The Association shall accept such conveyance and any improvements thereon in their then-current condition, and Declarant shall thereafter have no further responsibility for same except as specifically set forth in the deed conveying Declarant's interest or in a separate document signed by Declarant. Declarant reserves an easement over and across the Common Area so long as it owns any Lots within the Properties for the purpose of constructing any improvements on the Common Area as it deems necessary or advisable. Except as otherwise stated herein, all conveyances by Declarant to the Association shall be free and clear of all encumbrances and liens (including statutory liens of laborers and materialmen pursuant to Article 2 of Chapter 44A of the North Carolina General Statutes) except this Declaration, restrictive covenants applicable to the Community, utility, drainage, greenway and other easements of record or shown on the recorded plats of the Community, and the lien of *ad valorem* taxes not yet due and payable. Any improvements placed on the Common Area by Declarant shall become the property of the Association upon completion of such improvements.

Section 4. Regulation and Maintenance of Common Area. It is the intent of the Declarant that the Common Area (whether owned by the Association in fee or by easement) be preserved to the perpetual benefit of the Owners within the Community. To that end, Declarant will, prior to the conveyance of the first Lot in any phase or section of the Community to an Owner, reserve on a recorded plat or grant to the Association an easement over and across that portion of any Lot within such phase or section on which a Common Area easement lies for the purpose of enabling the Association to take action permitted by subsections (b) and (c) of this Section 4.

(a) **Rights and Responsibilities of the Lot Owners.** Each Owner of a Lot upon which a Common Area easement lies shall pay all property taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Common Area easement. Notwithstanding any other provision of this Declaration, no Owner or other person shall, without the prior written consent of the Association: (1) remove any trees or vegetation within any Common Area; (2) erect gates, fences, buildings or other structures on any Common Area; (3) place any garbage receptacles on or in any Common Area; (4) fill or excavate any Common Area or any part thereof; or (5) plant vegetation or otherwise restrict or interfere with the use, maintenance, and preservation of any Common Area.

It is the intent of the Declarant that a Common Area easement shall be maintained in the same state as when the Lot upon which such easement lies was conveyed to the Owner. If an Owner of a Lot on which a Common Area easement lies fails to maintain the easement area as provided herein, whether by act or omission, the Association shall have the right to enter upon such Owner's Lot for the purpose of maintaining same and shall have the right to charge such Owner with the costs of such maintenance, which costs, if not paid within thirty (30) days after demand for payment is made by the Association, shall be collected in the same manner and shall incur the same late charges, interest and costs of collection as set forth in Section 7 of Article V of this Declaration.

(b) **Rights and Responsibilities of the Association.** The Association shall have the right and obligation to ensure that the Common Area is preserved to the perpetual benefit of the Owners and, to that end, shall: (i) maintain the Common Area in its natural or improved state, as appropriate, and keep it free of impediments to its free use by the Owners; (ii) procure and maintain adequate liability insurance covering the Association and its Members against any loss or damage suffered by any person, including the Owner of the Lot upon which Common Area easement lies, resulting from use of the Common Area; and (iii) pay all property taxes and other assessments levied against all Common Area owned in fee by the Association.

(c) **Association's Right of Entry for Maintenance of Common Area Easements.** The Association and its employees, agents, contractors and subcontractors shall have a nonexclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Common Area easement, and any other portion of the Lot to the extent necessary to gain access to the Common Area easement, for the purposes of: (i) installing and maintaining entrance signage and other signage; (ii) making such improvements to the Common Area easement as have been approved by the Association; and (iii) maintaining the Common Area easement in its natural or improved state, including, without limitation, removal of fallen trees and other debris and, in general, keeping the easement area free from obstructions and impediments to its use. No such entry shall be deemed a trespass. To the extent practicable, the Association shall give reasonable oral notice to the Owner or occupant of such Lot.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in Section 7 of this Article V and all costs of collection, including reasonable attorneys' fees, shall be a charge on the land and, as provided in §47F-3-116 of the Act, shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment or charge, together with interest and costs of collection, including reasonable attorneys' fees, shall also be the personal or corporate obligation of the person(s), firm(s) or corporation(s) owning such Lot at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

It is the intent of the Declarant that any monetary fines imposed against an Owner pursuant to Section 3 of Article VII of the Bylaws shall constitute a lien against the Lot of such Owner to the same extent as if such fine were an assessment against such Lot.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and, in particular, for: (i) acquisition, improvement, and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area; (ii) maintenance, repair and reconstruction of the Common Area and improvements thereon, including, without limitation, storm water drainage facilities, and, including, without limitation, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof; (iii) payment of taxes and public assessments levied against the Common Area owned by the Association in fee; (iv) procurement and maintenance of insurance; (v) employment of attorneys, accountants and other persons or firms to represent the Association when necessary; (vi) payment of principal and interest on funds borrowed for Association purposes; and (vii) such other needs as may arise.

Section 3. Maximum Annual Assessment. Until December 31, 2005, the Maximum Annual Assessment shall be \$612.00 for each Class A Lot. Any Lot owned by a Class B Member that contains a dwelling used by any person as a residence shall be assessed as a Class A Lot; otherwise Class B Lots shall be assessed at an amount equal to one-fourth (1/4) of the annual and special assessments for Class A Lots.

(a) From and after January 1, 2006, the Maximum Annual Assessment for Class A Lots shall be increased by ten percent (10%) of the Maximum Annual Assessment for the previous year unless a lower increase is set by the Board of Directors or by vote of the Members.

(b) The Maximum Annual Assessments for Class A Lots may be increased without limitation if such increase is approved by the Class B Members and not less than two-thirds (2/3) of the votes cast by the Class A Members present, in person or by proxy, at a meeting duly called for that purpose. The provisions of this subsection shall not apply to, nor be a limitation upon, any change in the maximum annual assessment incident to a merger of consolidation as provided in § 47F-2-121 of the Act.

Section 4. Date of Commencement of Annual Assessments; Amount of Assessments; Ratification of Budgets; Certificate of Payment. Unless a different commencement date is set by the Board of Directors, the annual assessments provided for herein shall commence as to all Lots shown on a recorded plat of the Properties on the first day of the month following the date on which such plat is recorded in the New Hanover County Registry.

Subject to the provisions of this Section, the Board of Directors may fix the annual assessment for Class A Lots at any amount not in excess of the Maximum Annual Assessment in effect for the appropriate assessment year. Except as provided in Section 3 above, the annual assessment Class B Lots shall be one-fourth (1/4) of the assessment for Class A Lots. Unless a lower amount is set by the Board of Directors, the initial annual assessment shall be the "Maximum Annual Assessment" set forth in Section 3 of this Article and shall be prorated according to the number of months remaining in the calendar year. Except as provided in Section 3 above, annual assessments shall be fixed at a uniform rate for all Lots within each Class of Lots and may be collected on a yearly, semiannually, quarterly, or monthly basis, as determined by the Board of Directors.

The Association shall, upon demand, and for such reasonable charge as the Board of Directors may determine, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment.

The Board of Directors shall adopt a proposed budget for the Association at least annually. Within thirty (30) days after adoption of the proposed budget, the Board of Directors shall call a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than ten (10) days nor more than sixty (60) days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of the Members. Except as provided in Section 6 below, there shall be no requirement that a quorum be present in order to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless at that meeting Members having a majority of the votes of the entire membership vote to reject the budget. Notwithstanding the foregoing, if the budget provides for annual assessments not greater than ten percent (10%) larger than the assessment in effect for the immediately preceding year, such budget shall be deemed ratified unless Members having at least 80% of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board.

Subject to the provisions of this Section, at least twenty (20) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Lot. At least ten (10) days before January 1 of each year, the Board of Directors shall send written notice of such assessment to every Owner subject thereto.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, for repayment of indebtedness and interest thereon, or for any other purpose, provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article. Except as provided in Section 3 above, special assessments shall be fixed at a uniform rate within each Class of Lots and may be collected on a yearly, semiannually, quarterly, or monthly basis, as determined by the Board of Directors.

Section 6. Notice of Quorum for any Action Authorized Under Sections 3(b) and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) or 5 shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days prior to the meeting. At such meeting, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each Class of Lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and if the meeting is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Effect of Nonpayment of Assessments; Remedies. An assessment not paid within ten (10) days after the due date shall incur such late charge as the Board of Directors may from time to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at a rate established by the Board of Directors from time to time, but in no event shall such rate be greater than eighteen percent (18%) per annum or the maximum rate allowable by law, whichever is less. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot for which such assessment is due. Interest, late payment charges, costs and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage or deed of trust, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of any assessments which became due prior to the date of such conveyance. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 9. Exempt Property. All Common Area owned in fee by the Association, all property dedicated to and accepted by a public authority, and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 10. Working Capital Fund. At the time of closing of the initial sale of each dwelling constructed on each Lot, a sum equal to one-sixth (1/6) of the annual assessment for the appropriate Class A Lot in effect at the time of such sale or occupancy shall be collected from the purchaser of such Lot and transferred to the Association as part of its working capital. The purpose of the working capital fund is to ensure that the Association will have adequate cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid to the Association pursuant to this Section shall not be considered as an advance payment of any regular assessment.

Section 11. Declarant's Obligation to Fund Operating Deficits. During the Declarant Control Period, Declarant shall be obligated to fund any deficit between the normal operating expenses of the Association (including reserves) and the monies received by the Association from the Owners from assessments. Declarant, at its option, may pay such expenses directly to the person or entity providing the services or materials or pay to the Association the amounts necessary to fund the operating deficit. Any monies paid at any time by Declarant to a third party for or on behalf of the Association shall be credited against past or future assessments due from Declarant.

ARTICLE VI RIGHTS OF LENDERS

Section 1. Books and Records. Any holder of a first deed of trust on any Lot, or its agent(s), shall have the right, during normal business hours, to examine copies of this Declaration, the Articles of Incorporation, Bylaws, and the books and records of the Association and, upon written request to the Association, to receive a copy of the financial statement for the immediately preceding fiscal year.

Section 2. Notice to Lenders. Upon written request to the Association, the holder of a first deed of trust on any Lot shall be entitled to timely written notice of:

- (a) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot securing its loan.
- (b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (c) Any proposed action that requires the consent of a specified percentage of owners or holders of first mortgages on the Lots.

Section 3. Approval of Holders of First Deeds of Trust. Unless at least seventy-five percent (75%) of the holders of the first deeds of trust on Lots located within the Properties have given their prior written approval, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. Neither the granting of easements for utilities or other purposes nor the exchange of real property as provided in Section 1(c) of Article IV hereof shall be deemed a transfer within the meaning of this clause. Notwithstanding anything herein to the contrary, the property owned by the Association, whether in fee, by easement, or otherwise, shall be preserved to the perpetual benefit of the Owners or of the public in general and shall not be conveyed except to New Hanover County or to another nonprofit corporation for the aforementioned purposes.

- (b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;
- (c) Fail to maintain hazard insurance on insurable improvements on the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value; or
- (d) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement, or reconstruction of the damaged improvements.

Section 4. Payment of Taxes and Insurance Premiums. The holders of first deeds of trust on Lots, jointly or singly, may pay taxes or other charges which are in default and which have or may become a charge or lien against any of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy covering property owned by the Association. The persons, firms or corporations making such payments shall be owed immediate reimbursement therefor by the Association.

ARTICLE VII EASEMENTS

Section 1. Access and Utility Easements. Easements for the installation and maintenance of driveway, walkway, water line, gas line, telephone, cable television, electric power transmission lines, sanitary sewer and storm water drainage facilities and for other public utility installations are reserved as shown on the recorded plats of the Properties. The Association may reserve and grant easements over the Common Area as provided in Article IV, Section 1(c), of this Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such easements.

Declarant reserves an easement and right of ingress, egress and regress on, over and under the Properties to maintain and correct drainage or surface water runoff in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to all affected Owners. The reservation set forth herein shall not be deemed to obligate the Declarant to maintain, repair and/or correct any deficiencies in the storm water drainage and collection systems within the Properties once such systems have been conveyed or transferred to the Association or to any governmental or quasi-governmental agency or entity.

Section 2. Easements for Governmental Access. An easement is hereby established over the Common Area and every Lot for the benefit of applicable governmental agencies for installing, removing, and reading water meters; maintaining and replacing water, sewer and drainage facilities; and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection, and the delivery of mail.

Section 3. Easement and Right of Entry for Repair, Maintenance and Reconstruction. If any part of a dwelling is located closer than five (5) feet from its Lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of such dwelling. Such work shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as nearly the same condition as that which prevailed prior to the commencement of the work as is reasonably practicable.

Section 4. Easement Over Common Area. A perpetual, nonexclusive easement over the Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants or occupants, for the purpose of providing access, ingress and egress to and from the Common Area and for the use thereof.

Section 5. Easement For Encroachments. In the event that any structure erected on a Lot encroaches upon any other Lot or the Common Area, and such encroachment was not caused by the purposeful act or omission of the Owner of such Lot, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Area or other Lot for so long as such encroachment shall naturally exist. In the event that any structure erected principally on the Common Area encroaches upon any Lot, then an easement shall exist for the continuance of such encroachment of such structure onto such Lot for so long as such encroachment shall naturally exist. The foregoing shall not be construed so as to allow any extension or enlargement of any existing encroachment or to permit the rebuilding of the encroaching structure, if destroyed, in a manner so as to continue such encroachment.

Section 6. Association's Easement Upon Lots. The Association shall have a right, license and easement to go upon any Lot for the purpose of fulfilling its obligations under this Declaration, the restrictive covenants applicable to the Community, and any other laws, ordinances, rules and regulations, public or private, which the Association is obligated or permitted to enforce. Such easement shall include, without limitation, the right to go on any Lot to correct, repair or alleviate any condition which, in the opinion of the Board of Directors of the Association or of the manager employed by the Association, creates or may create an imminent danger to the Common Area or improvements thereon.

ARTICLE VIII ARCHITECTURAL CONTROL

No building, fence, sign (including unit identification signs) wall or other structure shall be commenced, constructed, erected or maintained upon such Lot, nor shall any exterior addition to or change or alteration thereof be made, nor shall a building permit for such improvement or change be made, nor shall any major landscaping or relandscaping be commenced or made (such construction, alteration and landscaping are hereinafter referred to as the "Improvements") until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same shall have been submitted to and approved in writing by the Declarant. If the Declarant fails to approve or disapprove such proposed Improvements within thirty (30) days after the plans and specifications have been received by it, approval will not be required, and this Article shall be deemed to have been complied with. Declarant shall have the right to charge a reasonable fee, not to exceed \$125.00, for receiving and processing each application. Declarant shall have the right (but not the obligation) to promulgate and from time to time amend written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which

may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. Declarant shall not approve any Improvements which it determines, in its discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Community.

Declarant may, at any time, delegate the review and approval authority contained in this Article VIII to the Board of Directors of the Association, which, in turn, may delegate such authority, to an Architectural Committee composed of three (3) or more persons appointed by the Board. Such delegation shall be made by the Declarant by recording in the New Hanover County Registry an Assignment Of Declarant's Rights. Declarant shall delegate such authority no later than the date upon which Declarant no longer owns any Lots within the Properties, and no termination of Special Declarant Rights shall be deemed a termination or assignment of the rights reserved to Declarant in this Article VIII. Any use of the term "Declarant" in this Article VIII shall be deemed to apply to Declarant and, when appropriate, to the Board of Directors or the Architectural Committee. Nothing herein shall be construed to permit interference with the development of the Lots by Declarant in accordance with its general plan of development. Notwithstanding the foregoing, Declarant shall maintain the review and approval authority for the construction of the initial improvements on all Lots until such time as a certificate occupancy or other certificate is issued by the appropriate governmental entity, and Declarant may not delegate the authority to approve initial construction without the prior written consent of all Approved Builders.

Neither Declarant nor the Association, nor any officer, director, manager, member or employee of either, shall be liable for damages to any person by reason of mistaken judgment, negligence, or nonfeasance in connection with the approval or disapproval or failure to approve or disapprove any plans, specifications and/or Improvements.

ARTICLE IX GENERAL PROVISIONS

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

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions, or any case in which the Board reasonably determines that the cost of enforcement outweighs the benefit to be gained by enforcement. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

Section 2. Amendment. Otherwise, the covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of the Owners as set forth below.

During the Declarant Control Period, the Declarant may amend this Declaration, without the consent or joinder of the Members or the Association, for the purpose of conforming this Declaration to the requirements of any governmental law or regulation, for correcting clerical or typographical errors, for clarifying the meaning or intent of any provision of this Declaration or other covenants applicable to the Properties, or for correcting inconsistencies between this Declaration, the Articles of Incorporation and Bylaws of the Association, or other covenants applicable to the Properties. This Declaration may also be amended during the first twenty-five year period by an instrument signed by the Owners (including Declarant, if Declarant owns any Lots) of not less than eighty percent (80%) of the Lots, and thereafter by an instrument signed by the Owners (including Declarant, if Declarant owns any Lots) of not less than seventy-five percent (75%) of the Lots. No amendment shall be effective unless it is approved, if required, by New Hanover County and is recorded in the office of the Register of Deeds of New Hanover County.

Section 3. Non-Liability of Governmental Entities. Neither DWQ, New Hanover County nor any other governmental entity shall be responsible for failing to provide any emergency or regular fire, police, or other public service to the Properties, any Lot, or any Owner or occupant thereof when such failure is due to the lack of access to the Properties or any Lot thereof due to inadequate design or construction of such access, blocking of access routes, or any other factor within the control of the Declarant, the Association, an Owner, or an occupant of any Lot.

Section 4. Subdivision of Lots. No Lot within the Community may be subdivided by sale or otherwise so as to reduce the total Lot area shown on a recorded plat of the Community, except with the consent of the Declarant and, if required, by New Hanover County.

Section 5. Declarant's Right To Change Development. With the approval of New Hanover County, Declarant shall have the right, without consent or approval of the Owners, to create dwelling units, add Common Area, change unit types and reallocate units within, and withdraw real property from the development.

Section 6. Insurance. The Association shall procure and maintain adequate liability insurance covering the Association, in an amount not less than \$1,000,000.00. The Association shall also procure and maintain full replacement value hazard insurance on real and personal property owned by the Association, and shall procure and maintain officers', directors' and employees' liability insurance. The premiums for such insurance shall be a common expense paid from the annual assessments provided in Article V of this Declaration.

Section 7. Rules and Regulations. The Board of Directors shall have the authority to adopt additional rules and regulations governing the use of the Common Area and the Lots within the Community and shall furnish a written copy of said rules and regulations to the Owner(s) of each Lot at least fifteen (15) days before such rules and regulations become effective. Any violation of such rules shall be punishable by fine and/or suspension of voting rights as provided in this Declaration.

In addition to any other rights and remedies that the Association may have under this Declaration, the Association may impose sanctions for violations of this Declaration, the Bylaws of the Association, the rules and regulations adopted by the Association, or the Restrictive Covenants applicable to the Properties, in accordance with procedures set forth in the Bylaws, which sanctions may include, but are not limited to, reasonable monetary fines, which fines shall constitute a lien upon the Lot of the violator, and suspension of the right to vote and the right to use any recreational facilities within the Common Area; provided, however, that the Association shall not have the right to suspend the right to use private streets providing access to an Owner's Lot.

In addition, pursuant to procedures provided in the Bylaws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing of Owner and tenant vehicles that are in violation of parking rules) and may suspend the right of an Owner to use any open space and recreational facility within the Properties if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association.

The Association shall at all times have the right and easement to go upon any Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the architectural guidelines applicable to the Properties. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, the party prevailing in such action shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

Section 8. Condemnation/Casualty. If all or any part of the Common Area and improvements thereon are taken by power of eminent domain or are damaged or destroyed by fire or other casualty, the proceeds of the condemnation award or any insurance policies covering such improvements shall be payable to the Association. The Board of Directors shall propose to the Members, at an annual or special meeting held within sixty (60) days after the date of the condemnation or casualty, whether or not to reconstruct the improvements. The insurance proceeds shall be used to reconstruct the improvements unless at least sixty-seven percent (67%) of the Members vote at such meeting against reconstruction, in which event the proceeds shall be retained by the Association for operation expenses or reserves, as determined by the Board or the Members. Nothing in this Section shall prevent the Board from proposing and the Members from approving the use of such proceeds for construction of different improvements, e.g., playground on Common Area in lieu of a destroyed club house.

Section 9. Association Contracts and Leases During Declarant Control Period. All Association contracts and leases made during the Declarant Control Period which extend beyond the Declarant Control Period must: (i) be for a term of two years or less; (ii) be terminable without penalty by the Association upon no more than ninety (90) days written notice; and (iii) be commercially reasonable and made with an entity not affiliated with the Declarant.

Section 10. Evidence of Member Approval. In the event that any action requires evidence of consent of the Members or a specified percentage of the Members, such approval shall be conclusively presumed if supported by a Certification signed by the President or Secretary of the Association in substantially the following form:

CERTIFICATE OF THE VINEYARD PLANTATION HOMEOWNERS ASSOCIATION, INC.

This is to certify that, upon proper notice given a [the] Special [Annual] Meeting of the Members of the Vineyard Plantation Homeowners Association, Inc., was held on [Date and Year] at [Time]. The purpose [One of the purposes] of the meeting, as set forth in the Notice of Meeting, was to: [State action for which Member approval is required.]

At such meeting, at which a quorum was present, in person or by proxy, a total of _____ votes were cast: _____ votes were cast in favor of such action, and _____ votes were cast against such action. Accordingly, the motion to approve [described the action approved] was approved by at least ____% of the Members as required by the Declaration and Bylaws of the Association.

[President/Secretary]

Section 11. Number and Gender. Whenever the context requires, the singular shall include the plural, and *vice versa*, and one gender shall include all.

Section 12. Captions. Captions are for the purpose of reference only and shall not be deemed to be in any manner interpretive of any provision of this Declaration.

Section 13. Severability. If any provision of this Declaration is held by a court of competent jurisdiction to be invalid or void, such provision shall be deemed severable from the remaining provisions of the Declaration and shall not be deemed to nullify or affect any other provision hereof. If any such provision is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

If any item, term or provision contained in this Declaration is in conflict with any applicable federal, state or local laws, this Declaration shall be affected only as to its application to such item, term or provision, and shall in all other respects remain in full force and effect.

Section 14. Conflicts. In the event of a conflict between this Declaration and the Article of Incorporation of the Association, the Articles of Incorporation shall control. In the event of a conflict between this Declaration and the Bylaws, this Declaration shall control.

Specific provisions shall control general provisions. Notwithstanding the foregoing, a construction consistent with the Act, the North Carolina Nonprofit Corporation Act (N.C.G.S. Chapter 55A), and the New Hanover County Code shall in all cases control over any construction inconsistent therewith. The provisions of the Act and the Nonprofit Corporation Act shall in all cases control any conflicting provisions of the New Hanover County Code.

Section 15. Rule Against Perpetuities. As provided in §47F-2-103(b) of the Act, the rule against perpetuities may not be applied to defeat any provision of the Declaration, Bylaws, or rules and regulations adopted pursuant to thereto and §47F-2-102(1) of the Act. In the absence of the protection provided in §47F-2-103(b) of the Act, if any provision of this Declaration violates any applicable rule against perpetuities, such provision shall be deemed amended to be and remain in effect for the maximum period of time that such provision could be in effect without violating the applicable rule against perpetuities.

ARTICLE X STORMWATER MANAGEMENT

Storm Water Management within the Community shall be in compliance with the requirements of the Division of Water Quality (“DWQ”) of the North Carolina Department of Environment and Natural Resources and of New Hanover County. The following provisions are intended to ensure compliance with State Stormwater Management Permit Number SW8 040601S (the “Stormwater Permit”), as issued by the Division of Water Quality under NCAC 2H.1000.

(a) The State of North Carolina is made a beneficiary of this Declaration to the extent necessary to maintain compliance with the Stormwater Management Permit.

(b) The provisions of this Declaration including, without limitation, the provisions of this Article XII, shall run with the Properties and be binding upon all persons and parties owning any interest therein.

(c) The provisions of this Declaration pertaining to stormwater, whether in this Article XII or elsewhere, may not be altered or rescinded without the express written consent of DWQ.

(d) Alteration of the drainage as shown on the approved plans of the Community may not take place without the concurrence of DWQ.

(e) The maximum built-upon area per Lot is as follows: Lots 1-48 - 3,400 square feet; Lots 101-200 - 4,500 square feet. This allotted amount includes any built-upon area constructed within the Lot property boundaries, and that portion of the right of way between the front Lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking, or the water surface of any swimming pool.

(f) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the Community, except for average driveway crossings, is strictly prohibited.

(g) Lots within a Coastal Area Management Act’s (“CAMA”) Area of Environmental Concern (“AEC”) may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

(h) Each Lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

(i) All roof drains shall terminate at least 30' from the mean high water mark.

(j) All permitted runoff from outparcels or areas designated for future development shall be directed into the permitted stormwater control system as identified in the Stormwater Permit. Connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the system as permitted.

(k) Declarant hereby grants to DWQ and to New Hanover County an easement for ingress, egress and regress over and across the Properties for the purpose of inspecting the stormwater control system and for the purpose of correcting, repairing, replacing, and maintaining the stormwater control system and exercising the other rights of DWQ and/or New Hanover County that are provided for by the Stormwater Permit.

IN WITNESS WHEREOF, each Declarant has caused this instrument to be executed in its name by its duly authorized Manager, as of the latest date on which it is signed by any party, as evidenced by the dates set forth in the notary acknowledgments below.

PORTER'S NECK VENTURES, LLC

By: Renaissance Holdings, LLC, its sole member

By: Thomas A. Saieed, Jr.
Thomas A. Saieed, Jr., Manager

FUTCH CREEK VENTURES, LLC

By: Thomas A. Saieed, Jr.
Thomas A. Saieed, Jr., Manager

STATE OF NORTH CAROLINA - WAKE COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is a Manager of Renaissance Holdings, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 13th day of December, 2004.

Lafayette C. Nicholson
Notary Public

My commission expires: 2-18-08



*the sole member and manager of Porter's Neck Ventures, LLC, a North Carolina limited liability company

STATE OF NORTH CAROLINA - WAKE COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is a Manager of **Futch Creek Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 13th day of December, 2004.

Latausha C. Nicholson
Notary Public

My commission expires: 2-18-08



EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled "VINEYARD PLANTATION, PHASE ONE", recorded in **Map Book** 47, **Page** 107, New Hanover County Registry, to which map reference is hereby made for a more particular description, and specifically including Lots 1-5, 25-32 and 47-48 of Vineyard Plantation, Phase One, the property identified as "Open Area", the property identified as "Stormwater Pond", and the rights-of-way of private streets as depicted on the aforesaid map.

EXHIBIT B

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property, containing approximately 81.638 acres, identified and described in the deeds recorded in Book 4501, Page 964, Book 4147, Page 695, Book 4228, Page 798, and Book 4228, Page 803 New Hanover County Registry, SAVING AND EXCEPTING THEREFROM the property described on EXHIBIT A hereof.



REBECCA T. CHRISTIAN
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 12/21/2004 03:01:24 PM
Book: RE 4613 Page: 768-793
Document No.: 2004067111
DECL 26 PGS \$86.00
Recorder: MICAH PHELPS

State of North Carolina, County of New Hanover

The foregoing certificate of LATARSHA C NICHOLSON Notary is certified to be correct. This 21 ST of December 2004

REBECCA T. CHRISTIAN , REGISTER OF DEEDS

By: 
Deputy/Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2004067111

2004067111

4

332

10-39



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2005 MAY 19 04:19:52 PM
BK: 4813 PG: 536-546 FEE: \$39.00

INSTRUMENT # 2005026655

FOR REGISTRATION REGISTER OF DEEDS
REBECCA T. CHRISTIAN
NEW HANOVER COUNTY, NC
2004 DEC 21 03:01:24 PM
BK: 4613 PG: 794-802 FEE: \$35.00

INSTRUMENT # 2004067112

Drawn by & MAIL TO: MOORE & ALPHIN, PLLC (RWM)
3716 National Drive, Suite 100
Raleigh, NC 27612

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

**RESTRICTIVE COVENANTS
FOR
VINEYARD PLANTATION, PHASE ONE
(THE ENCLAVE)**

FUTCH CREEK VENTURES, LLC, a North Carolina limited liability company (hereinafter "Declarant"), hereby declares that the real property described on **Exhibit A** attached hereto and made a part hereof (hereinafter the "Subdivision") is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall be appurtenant to and run with the land, by whomsoever owned, to wit:

1. **DEFINITIONS.** All terms defined in the Declaration Of Covenants, Conditions, Restrictions, Easements, Charges And Liens For Vineyard Plantation, recorded in office of the Register of Deeds of New Hanover County, North Carolina (as from time to time amended, said documents, together with all amendments thereto, if any, being hereinafter referred to as the "Declaration"), shall have the same meanings when used herein.

2. **LAND USE AND BUILDING TYPE.** Except as specifically provided herein, Lots shall be used for residential purposes only. Except as permitted by New Hanover County, no trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that the Declarant, Owners, real estate brokers and their agents may show Lots and homes for sale or lease. Notwithstanding the foregoing, the Declarant and its agents and employees shall have the right to: (i) use Lots and improvements erected thereon for sales offices, field construction offices, storage facilities, and other uses consistent with the development of the Subdivision and the sale and construction of homes therein; (ii) maintain spot-lighted model homes which may be open to the public for inspection seven days per week for such hours as the Declarant deems appropriate or necessary; and (iii) conduct any other activities on Lots to benefit development, sales and construction efforts.

No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, not to exceed two and one-half (2½) stories in height, a private garage for not more than three (3) cars, and out-buildings incidental to residential use of the Lot. Nothing herein shall be deemed to prohibit conversion by Declarant of a Lot to a street.

*This instrument is being re-recorded to correct Exhibit A by **TMS** including language which was inadvertently omitted therefrom.

Returned To: Fletcher, Ray & Satterfield, L.L.P.

3. **DWELLING SIZE.** The minimum heated square footage of a dwelling may not be less than 1,500 square feet for a one-story dwelling and 800 square feet on the first floor of a two-story or two and one-half story dwelling.

4. **BUILDING SETBACKS; HOUSE LOCATION.** No dwelling shall be erected or maintained on any Lot outside of the building setback requirements shown on the recorded plat of the Subdivision or as otherwise required or permitted by the zoning ordinance of New Hanover County (the "Zoning Ordinance"). For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the Zoning Ordinance as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.

5. **FENCES.** No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Any fence or wall installed within the Subdivision must meet all requirements of the Zoning Ordinance and must be approved as provided in Article VIII of the Declaration. To be approved, a fence must be a stockade-type fence and be made of wood or other product designed to look similar to wood; no chain link (metal or non-metal) or other fence normally made of metal will be approved. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot nor to any fence installed by the Declarant at any entrance to or along any street within the Subdivision.

6. **TEMPORARY STRUCTURES.** No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

7. **PARKING; DRIVEWAYS AND PARKING PADS; ABANDONED VEHICLES.** Vehicles may be parked or stored only on portions of a Lot improved for that purpose, i.e., garage, driveway, carport or parking pad. No unenclosed parking shall be constructed or maintained on any Lot except a paved driveway and an attached paved parking pad, which pad shall be designed for the parking of not more than two (2) vehicles. Any driveway or parking pad constructed upon any Lot shall have a concrete surface.

No mobile house trailer (whether on or off wheels), recreational vehicles, trailer or enclosed body of the type which may be placed on or attached to a vehicle (known generally as "campers"), tractor trailer trucks or cabs, or commercial vehicle of any kind shall be parked on any street or any Lot within the Subdivision. No boat (including jet skis, wave runners or other type of personal watercraft) or boat trailer shall be parked on any street within the Subdivision. A boat and boat trailer may be parked or kept on a Lot if it is parked or kept in such a manner that the boat and trailer are screened from the street. Screening must include an approved fence and plantings, but, in any case, the screening must comply with the Zoning Ordinance and be approved pursuant to Article VIII of the Declaration.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot in such manner as to be seen from any other Lot, any street within the Subdivision or the Common Area, and no automobiles or mechanical equipment may be dismantled or allowed to accumulate on any Lot.

8. **ANIMALS.** No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats, or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes.

9. **NUISANCES; BUSINESS ACTIVITY.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No vehicle repairs or maintenance shall be conducted within the Properties other than in a garage and concealed from public view. Outside clothes hanging devices are not permitted. No business trade or activity may be conducted on any Lot unless permitted by the New Hanover County Board of Adjustments.

10. **SIGNS.** Except as otherwise required by New Hanover County, no sign of any kind shall be displayed to the public view on any Lot except signs used to advertise Lots for sale during the construction and sales period, one sign of not more than ten (10) square feet advertising the property for sale or rent, and signs of not more than ten (10) square feet expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association. Notwithstanding the foregoing, Declarant shall have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Common Area in connection with the development and sale of the Properties.

11. **ANTENNAS; SATELLITE DISHES OR DISCS.** No television, radio or other electrical towers, aerials, antennae, satellite dishes, or other devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon unless approved pursuant to Article VIII of the Declaration, except that this prohibition shall not apply to those antennae specifically covered by 37 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

To the extent that the reception of an acceptable signal would not be impaired, an antenna, dish or receiver permissible pursuant to rules adopted by the Association may be installed only if it: (i) is located in the rear or side yard of the Lot; (ii) is not visible from any street (whether by location or screening); (iii) it is integrated with the Dwelling and surrounding landscape; (iv) if a dish or other receiver, is not larger than 36" in diameter; and (v) is approved pursuant to Article VIII of the Declaration. In no event shall any free-standing transmission or receiving tower be permitted on any Lot.

12. **SWIMMING POOLS.** No above-ground swimming pools shall be permitted in the Subdivision, except that small, inflatable wading pools shall be permitted, which must be located in the rear yard of the Lot. In-ground swimming pools are permitted, provided they are completely fenced in and further provided that the pool, fence and other facilities must be approved pursuant to Article VIII of the Declaration.

13. MAILBOXES. No mailbox shall be placed or maintained on any Lot unless the same has been approved in accordance with the provisions of Article VIII of the Declaration.

14. MAINTENANCE OF LOT; CONSTRUCTION. Each Owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair. In the event that any residence or structure on any Lot is destroyed or partially destroyed by fire, Act of God, or as a result of any other act or thing, the Owner of such Lot shall repair the damage and reconstruct the improvement within twelve (12) months after such damage or destruction; provided, however, that if the structure damaged is not part of or attached to the residence constructed on such Lot, the Owner may, at his option, either completely remove the damaged structure and landscape area on which the structure stood or repair or reconstruct the structure.

All construction, landscaping or other work which has been commenced on any Lot shall be continued with reasonable diligence to completion and no partially completed house or other improvement shall be permitted to exist on any Lot, except during such reasonable time period as is necessary for completion. The Owner of each Lot shall at all times keep contiguous public streets free from any dirt, mud, garbage, trash or other debris resulting from any such construction on his Lot.

15. GARBAGE; UNSIGHTLY STORAGE. All trash and rubbish shall be kept in garbage cans stored in such a manner as not to be visible from the street upon which the house fronts. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any Lot; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collection by governmental or other similar garbage and trash removal units. In the event of curbside trash and/or garbage pickup, trash and/or garbage cans may be moved to the street on the night before the scheduled pickup, but all garbage cans must be returned to approved enclosure the night of the scheduled pickup.

16. SEPTIC TANKS; WELLS. No septic tank shall be installed, used or maintained on any Lot. No well shall be installed, used or maintained on any Lot for human domestic water consumption, nor shall any well be connected in any manner whatsoever to the water mains, laterals and piping serving the dwelling, which mains furnish domestic water from sources beyond the boundaries of the Lot.

17. REMOVAL OF TREES. Except in the case of an emergency situation that does not permit any delay, no living tree larger than 6" in diameter at a point measured 3' off the ground shall be removed from any Lot without the approval required by Article VIII of the Declaration. The foregoing provision shall apply only to Lots which have been occupied pursuant to a certificate of occupancy issued by New Hanover County.

18. EXTERIOR MAINTENANCE. The Owner of each Lot shall maintain the grounds and improvements on his Lot, including, but not limited to, plantings, landscaping and lawns, at all times in a neat and attractive manner.

19. EASEMENTS. Easements for the installation, maintenance and repair of sanitary sewer and storm water drainage facilities are reserved as shown on the recorded plats. Within such easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with

the installation and maintenance of the utilities, or which may change the direction of flow or otherwise impede or retard the flow of water through the drainage channels within such easements. Any easements located on a Lot shall be maintained continuously by the Owner of such Lot, except for any such improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights-of-way over any unsold Lot or Lots by the recording of appropriate instruments in the New Hanover County Registry, and such instruments shall not be construed to invalidate any of these covenants.

Declarant reserves for the benefit of Declaration, the Vineyard Plantation Homeowners Association, Inc. (the "Association"), and New Hanover County, and their respective successors and assigns, an easement, 10' in width along the front line of each Lot, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, cablevision or other utilities, including water, sanitary sewage service and storm drainage facilities. Declarant also reserves an easement in and right at any time in the future to grant a five-foot (5') right-of-way over, under and along the side lines of each Lot for the aforementioned purposes.

Easements are also reserved for the benefit of the Declarant, the Association, and New Hanover County, and their respective successors and assigns, over, across and under those portions of the Lots shown and designated on the map referred to in Exhibit A as "Drainage Easement", or any abbreviation or variation thereof (regardless of size) for the purpose of installing, operating and maintaining storm water drainage facilities thereon. No building, structure, fill, embankment, fence, driveway, planting, swing or other obstruction shall be permitted in such area, other than those installed by the Declarant, the Association or the County, unless approved as provided in Article VIII of the Declaration and, if required, by the County.

Easements are also reserved for the benefit of the Declarant, the Vineyard Plantation Homeowners Association, Inc. (the Association"), and New Hanover County, and their respective successors and assigns, over, across and under those portions of Lot 29 shown and designated on the map referred to in Exhibit A as "30' Drainage/Access Open Space Easement", for the purpose of providing vehicular and pedestrian access to the Stormwater Pond shown on the aforesaid map, including, without limitation the right to make such improvements to said area as are necessary or appropriate to ensure and maintain such access. No building, structure, fill, embankment, fence, driveway, planting, swing or other obstruction shall be permitted in such area, other than those installed by the Declarant, the Association or the County, unless approved as provided in Article VIII of the Declaration and, if required, by the County.

The Declarant, the Association and their successors and assigns shall at all times have the right of access upon such easements for the purpose of landscaping, planting, mowing, maintaining, repairing or replacing the easement area and the improvements thereon or for removing any object placed in the easement area in violation of the provisions of this Paragraph 19.

20. **SUBDIVISION OF LOTS.** No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

21. UNINTENTIONAL VIOLATIONS. Declarant, or the persons or firms to whom the architectural review and approval authority has been delegated pursuant to Article VIII of the Declaration, may, but shall not be obligated to, waive in writing a violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the New Hanover County Registry.

23. STREET LIGHTING. Declarant reserves the right to subject the Subdivision to a contract with Progress Energy for installation of street lighting, which requires a continuing monthly payment to Progress Energy by each residential customer.

24. ENFORCEMENT; FINES. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom. These covenants may be enforced any Owner or by the Association pursuant to the Declaration and the Bylaws of the Association.

As more fully provided in the Declaration and Bylaws, the Board of Directors of the Association shall have the right and authority to levy fines or penalties for the violation of any provision of these Covenants and/or the rules and regulations hereafter promulgated by the Association. Any monetary fine or penalty shall be deemed a Special Assessment against the Lot of the Owner against whom such fine or penalty is assessed.

25. SEVERABILITY. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

26. TERM. These covenants shall run and bind the land and all Owners thereof for a period of 25 years from the date they are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the Declarant Control Period by the Declarant, without the approval or joinder of the Members or any other person. These covenants may also be amended during the first twenty-five year period by an instrument signed by the then-Owners of not less than eighty percent (80%) of the Lots, and thereafter an instrument signed by then-Owners of not less than seventy-five percent (75%) of the Lots.

27. VINEYARD PLANTATION HOMEOWNERS ASSOCIATION, INC. The Owners of Lots within the Subdivision are Members of the Vineyard Plantation Homeowners Association, Inc., and are subject to and bound by the Declaration, which provides additional restrictions on such Lots.

28. DECLARANT. Nothing contained in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by New Hanover County. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

IN WITNESS WHEREOF, Declarant caused this instrument to be executed by its duly authorized officer, as of the date set forth in the notary acknowledgment below.

FUTCH CREEK VENTURES, LLC,
a North Carolina limited liability company

By: Thomas A. Saieed, Jr.
Thomas A. Saieed, Jr.
Member/Manager

STATE OF NORTH CAROLINA -- COUNTY OF WAKE

I, the undersigned, a Notary Public for said County and State, certify that THOMAS A. SAI EED, JR., personally appeared before me this day and acknowledged that he is a Member/Manager of of **Futch Creek Ventures, LLC**, a North Carolina limited liability company, and that he, as Member/Manager, being authorized to do so, executed the foregoing on behalf of Futch Creek Ventures, LLC.

Witness my hand and official stamp or seal, this the 13 day of December, 2004.

Rafaela C. Nicholson
Notary Public
My commission expires: 2/18/08



EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled "VINEYARD PLANTATION, PHASE ONE", recorded in **Map Book** 47, **Page** 107, New Hanover County Registry, to which map reference is hereby made for a more particular description, and specifically including Lots 1-5, 25-32 and 47-48 of Vineyard Plantation, Phase One*, the property identified as "Open Area", the property identified as "Stormwater Pond", and the rights-of-way of private streets as depicted on the aforesaid map.

*but specifically excluding TMS



REBECCA T. CHRISTIAN
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 12/21/2004 03:01:24 PM
Book: RE 4613 Page: 794-802
Document No.: 2004067112
RESTR COV 9 PGS \$35.00

Recorder: MICAH PHELPS

State of North Carolina, County of New Hanover

The foregoing certificate of LATARSHA C NICHOLSON Notary is certified to be correct. This 21 ST of December 2004

REBECCA T. CHRISTIAN , REGISTER OF DEEDS

By: 
Deputy/Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2004067112

2004067112

**EXPLANATION STATEMENT TO CORRECT OBVIOUS MINOR ERROR(S)
MADE IN AN INSTRUMENT AS ORIGINALLY RECORDED**

RE: BOOK 4613
PAGE 794

RECORDED IN THE NEW HANOVER COUNTY REGISTRY

NAMES OF ALL PARTIES TO THE ORIGINAL INSTRUMENT:

GRANTOR/DECLARANT: FUTCH CREEK VENTURES, LLC

STATE OF NORTH CAROLINA


COUNTY OF NEW HANOVER

I, the undersigned, the attorney who drafted the original instrument, hereby certify that the following corrections are made in the above-named recorded instrument in accordance with the provisions of G.S. 47-36.1 ratified June 30, 1986.

DESCRIPTION OF CORRECTION(S): This instrument is being re-recorded to correct Exhibit A by including language which was inadvertently omitted therefrom.

This the 19th day of May, 2005.

FLETCHER, RAY & SATTERFIELD, L.L.P.

By:  (SEAL)
T. Michael Satterfield
Drafting Attorney



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 05/19/2005 04:19:52 PM
Book: RE 4813 Page: 536-546
Document No.: 2005026655
REREC DECL 11 PGS \$39.00
Recorder: MARVIS ANN STORER

State of North Carolina, County of New Hanover

REBECCA P. SMITH , REGISTER OF DEEDS

By: Marvis Ann Storer
Deputy/Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2005026655

2005026655

4
332



FOR REGISTRATION REGISTER OF DEEDS
REBECCA T. CHRISTIAN
NEW HANOVER COUNTY, NC
2004 DEC 21 03:01:24 PM
BK:4613 PG:794-802 FEE:\$35.00

INSTRUMENT # 2004067112

Drawn by & MAIL TO: MOORE & ALPHIN, PLLC (RWM)
3716 National Drive, Suite 100
Raleigh, NC 27612

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

**RESTRICTIVE COVENANTS
FOR
VINEYARD PLANTATION, PHASE ONE
(THE ENCLAVE)**

FUTCH CREEK VENTURES, LLC, a North Carolina limited liability company (hereinafter "Declarant"), hereby declares that the real property described on **Exhibit A** attached hereto and made a part hereof (hereinafter the "Subdivision") is and shall hereafter be held, transferred, sold and conveyed subject to the following restrictive covenants, which shall be appurtenant to and run with the land, by whomsoever owned, to wit:

1. **DEFINITIONS.** All terms defined in the Declaration Of Covenants, Conditions, Restrictions, Easements, Charges And Liens For Vineyard Plantation, recorded in office of the Register of Deeds of New Hanover County, North Carolina (as from time to time amended, said documents, together with all amendments thereto, if any, being hereinafter referred to as the "Declaration"), shall have the same meanings when used herein.

2. **LAND USE AND BUILDING TYPE.** Except as specifically provided herein, Lots shall be used for residential purposes only. Except as permitted by New Hanover County, no trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that the Declarant, Owners, real estate brokers and their agents may show Lots and homes for sale or lease. Notwithstanding the foregoing, the Declarant and its agents and employees shall have the right to: (i) use Lots and improvements erected thereon for sales offices, field construction offices, storage facilities, and other uses consistent with the development of the Subdivision and the sale and construction of homes therein; (ii) maintain spot-lighted model homes which may be open to the public for inspection seven days per week for such hours as the Declarant deems appropriate or necessary; and (iii) conduct any other activities on Lots to benefit development, sales and construction efforts.

No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, not to exceed two and one-half (2½) stories in height, a private garage for not more than three (3) cars, and out-buildings incidental to residential use of the Lot. Nothing herein shall be deemed to prohibit conversion by Declarant of a Lot to a street.

3. **DWELLING SIZE.** The minimum heated square footage of a dwelling may not be less than 1,500 square feet for a one-story dwelling and 800 square feet on the first floor of a two-story or two and one-half story dwelling.

4. **BUILDING SETBACKS; HOUSE LOCATION.** No dwelling shall be erected or maintained on any Lot outside of the building setback requirements shown on the recorded plat of the Subdivision or as otherwise required or permitted by the zoning ordinance of New Hanover County (the "Zoning Ordinance"). For purposes of these building setback requirements, decks, porches, patios, stoops, eaves, overhangs, bay windows, chimneys, carports and other similar projections shall be deemed to be part of the dwelling only to the extent that the same are deemed to be part of the dwelling under the Zoning Ordinance as it exists as of the date of issuance of a certificate of occupancy for such dwelling. Any dwelling erected on a Lot other than a corner lot shall face the street on which the Lot abuts. On corner lots, a dwelling may be erected so as to face the intersection of the two streets on which the Lot abuts.

5. **FENCES.** No fence or wall shall be erected on any Lot closer to any street than the front or side building setback line. Any fence or wall installed within the Subdivision must meet all requirements of the Zoning Ordinance and must be approved as provided in Article VIII of the Declaration. To be approved, a fence must be a stockade-type fence and be made of wood or other product designed to look similar to wood; no chain link (metal or non-metal) or other fence normally made of metal will be approved. Nothing in this paragraph shall be deemed to apply to or regulate retaining walls made necessary by the slope or grade of any Lot nor to any fence installed by the Declarant at any entrance to or along any street within the Subdivision.

6. **TEMPORARY STRUCTURES.** No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn, or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently.

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Easements are also reserved for the benefit of the Declarant, the Association, and New Hanover County, and their respective successors and assigns, over, across and under those portions of the Lots shown and designated on the map referred to in Exhibit A as "Drainage Easement", or any abbreviation or variation thereof (regardless of size) for the purpose of installing, operating and maintaining storm water drainage facilities thereon. No building, structure, fill, embankment, fence, driveway, planting, swing or other obstruction shall be permitted in such area, other than those installed by the Declarant, the Association or the County, unless approved as provided in Article VIII of the Declaration and, if required, by the County.

Easements are also reserved for the benefit of the Declarant, the Vineyard Plantation Homeowners Association, Inc. (the Association"), and New Hanover County, and their respective successors and assigns, over, across and under those portions of Lot 29 shown and designated on the map referred to in Exhibit A as "30' Drainage/Access Open Space Easement", for the purpose of providing vehicular and pedestrian access to the Stormwater Pond shown on the aforesaid map, including, without limitation the right to make such improvements to said area as are necessary or appropriate to ensure and maintain such access. No building, structure, fill, embankment, fence, driveway, planting, swing or other obstruction shall be permitted in such area, other than those installed by the Declarant, the Association or the County, unless approved as provided in Article VIII of the Declaration and, if required, by the County.

The Declarant, the Association and their successors and assigns shall at all times have the right of access upon such easements for the purpose of landscaping, planting, mowing, maintaining, repairing or replacing the easement area and the improvements thereon or for removing any object placed in the easement area in violation of the provisions of this Paragraph 19.

20. SUBDIVISION OF LOTS. No Lot shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded map or plat, except by and with the written consent of the Declarant.

21. **UNINTENTIONAL VIOLATIONS.** Declarant, or the persons or firms to whom the architectural review and approval authority has been delegated pursuant to Article VIII of the Declaration, may, but shall not be obligated to, waive in writing a violation of the designated and approved building setback lines on any Lot, provided that, no waiver may be granted for a violation in excess of 25% of the applicable requirements. No such waiver shall be effective unless the Lot and all structures thereon are in full compliance with the applicable provisions of the Zoning Ordinance or a variance has been obtained for such violation. Waivers shall be effective upon recording of same in the New Hanover County Registry.

23. **STREET LIGHTING.** Declarant reserves the right to subject the Subdivision to a contract with Progress Energy for installation of street lighting, which requires a continuing monthly payment to Progress Energy by each residential customer.

24. **ENFORCEMENT; FINES.** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein and enforcement shall be to either restrain violation and/or to recover damages resulting therefrom. These covenants may be enforced any Owner or by the Association pursuant to the Declaration and the Bylaws of the Association.

As more fully provided in the Declaration and Bylaws, the Board of Directors of the Association shall have the right and authority to levy fines or penalties for the violation of any provision of these Covenants and/or the rules and regulations hereafter promulgated by the Association. Any monetary fine or penalty shall be deemed a Special Assessment against the Lot of the Owner against whom such fine or penalty is assessed.

25. **SEVERABILITY.** Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

26. **TERM.** These covenants shall run and bind the land and all Owners thereof for a period of 25 years from the date they are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years unless altered or amended as set forth below. These covenants may be amended during the Declarant Control Period by the Declarant, without the approval or joinder of the Members or any other person. These covenants may also be amended during the first twenty-five year period by an instrument signed by the then-Owners of not less than eighty percent (80%) of the Lots, and thereafter an instrument signed by then-Owners of not less than seventy-five percent (75%) of the Lots.

27. **VINEYARD PLANTATION HOMEOWNERS ASSOCIATION, INC.** The Owners of Lots within the Subdivision are Members of the Vineyard Plantation Homeowners Association, Inc., and are subject to and bound by the Declaration, which provides additional restrictions on such Lots.

28. **DECLARANT.** Nothing contained in these Covenants shall be construed to permit interference with the development of the Lots by Declarant so long as said development follows the general plan of development previously approved by New Hanover County. The restrictions contained herein shall not be deemed to apply to any sales office, construction trailer, model home, or other temporary improvement installed by or with the approval of Declarant.

IN WITNESS WHEREOF, Declarant caused this instrument to be executed by its duly authorized officer, as of the date set forth in the notary acknowledgment below.

FUTCH CREEK VENTURES, LLC,
a North Carolina limited liability company

By: Thomas A. Saieed, Jr.
Thomas A. Saieed, Jr.
Member/Manager

STATE OF NORTH CAROLINA -- COUNTY OF WAKE

I, the undersigned, a Notary Public for said County and State, certify that THOMAS A. SAIEED, JR., personally appeared before me this day and acknowledged that he is a Member/Manager of of **Futch Creek Ventures, LLC**, a North Carolina limited liability company, and that he, as Member/Manager, being authorized to do so, executed the foregoing on behalf of **Futch Creek Ventures, LLC**.

Witness my hand and official stamp or seal, this the 13 day of December, 2004.

Lafarsha C. Nicholson

Notary Public

My commission expires: 2/18/08



EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled "VINEYARD PLANTATION, PHASE ONE", recorded in **Map Book** 47, **Page** 107, New Hanover County Registry, to which map reference is hereby made for a more particular description, and specifically including Lots 1-5, 25-32 and 47-48 of Vineyard Plantation, Phase One, the property identified as "Open Area", the property identified as "Stormwater Pond", and the rights-of-way of private streets as depicted on the aforesaid map.



REBECCA T. CHRISTIAN
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 12/21/2004 03:01:24 PM
Book: RE 4613 Page: 794-802
Document No.: 2004067112
RESTR COV 9 PGS \$35.00

Recorder: MICAH PHELPS

State of North Carolina, County of New Hanover

The foregoing certificate of LATARSHA C NICHOLSON Notary is certified to be correct. This 21 ST of December 2004

REBECCA T. CHRISTIAN , REGISTER OF DEEDS

By: 
Deputy/Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2004067112

2004067112

9
6-27



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2005 FEB 18 03:30:12 PM
BK: 4679 PG: 799-803 FEE: \$23.00

FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2005 MAY 19 04:19:52 PM
BK: 4813 PG: 547-553 FEE: \$27.00

INSTRUMENT # 2005026656

INSTRUMENT # 2005008157

**DECLARATION OF ANNEXATION
VINEYARD PLANTATION
Phase Two**

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

This Declaration Of Annexation is made as of the date set forth in the notary acknowledgment herein by **FUTCH CREEK VENTURES, LLC**, a North Carolina limited liability company, and **PORTER'S NECK VENTURES, LLC**, a North Carolina limited liability company (hereinafter collectively referred to as the "Declarants").

WITNESSETH:

WHEREAS, Declarants have previously recorded that certain Declaration Of Covenants, Conditions And Restrictions For Vineyard Plantation in **Book 4613, Page 768**, New Hanover County Registry (hereinafter the "Declaration");

WHEREAS, pursuant to Section 2 of Article II of the Declaration, Declarants desire to annex additional property within the area described in Exhibit B to the Declaration and to subject such property to the Declaration and to the jurisdiction of the Vineyard Plantation Homeowners Association, Inc.;

WHEREAS, Porter's Neck Ventures, LLC is the owner of the real property described in **Exhibit A** attached hereto (hereinafter the "Property"), which Property is a portion of the property described on Exhibit B to the Declaration;

NOW, THEREFORE, in consideration of the premises, Declarants hereby declare that the property identified and described on **Exhibit A** attached hereto and incorporated herein by reference shall be and hereby is annexed into the property covered by the Declaration and shall be and hereby is made subject to the Declaration and to the jurisdiction of the Vineyard Plantation Homeowners Association, Inc.

Said Property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter the "Covenants and

Returned To: Fletcher, Ray & Satterfield, L.L.P.

*This instrument is being re-recorded to include a reference to the member of Porter's Neck Ventures, LLC in the signature block on Page 2 of the instrument; to correct the notary acknowledgment for Porter's Neck Ventures, LLC; and to include a missing notary acknowledgment for Futch Creek Ventures, LLC.

Restrictions") contained in the Declaration, which Covenants and Restrictions shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, each Declarant has caused this instrument to be executed in its name by its duly authorized Managers as of the dates set forth in the notary acknowledgments below.

PORTER'S NECK VENTURES, LLC

By: RENAISSANCE HOLDINGS, LLC, its sole member and manager ^(MS)
By: Thomas A. Saied
Thomas A. Saieed, Jr., Manager

FUTCH CREEK VENTURES, LLC

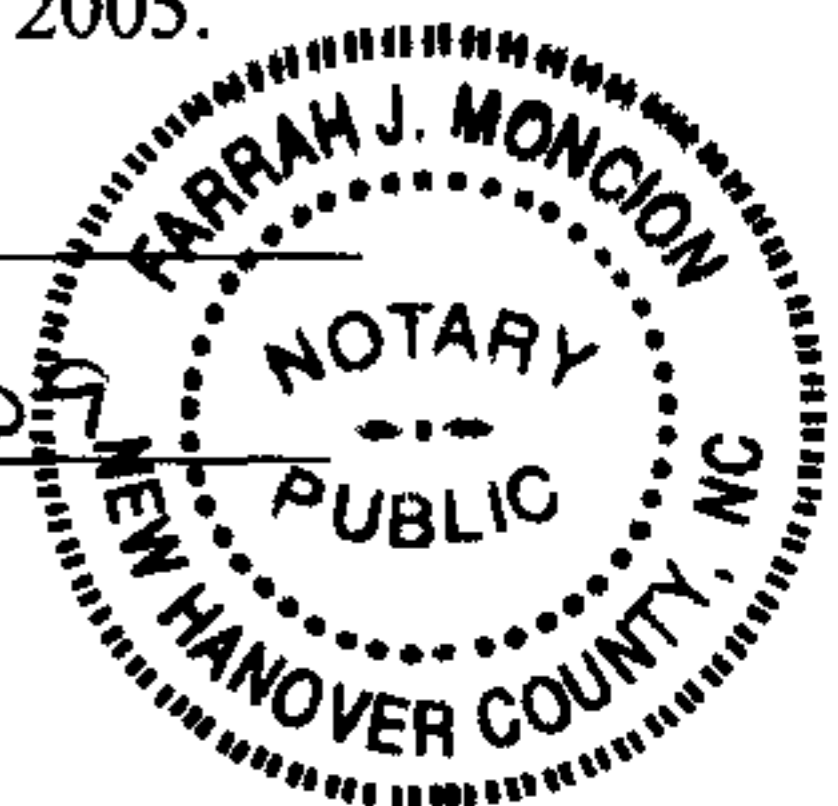
By: Thomas A. Saied
Thomas A. Saieed, Jr., Manager

STATE OF NORTH CAROLINA – NEW HANOVER COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is Manager of RENAISSANCE HOLDINGS* LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 15th day of February, 2005.

F. J. W.
Notary Public
My commission expires: 3-22-07



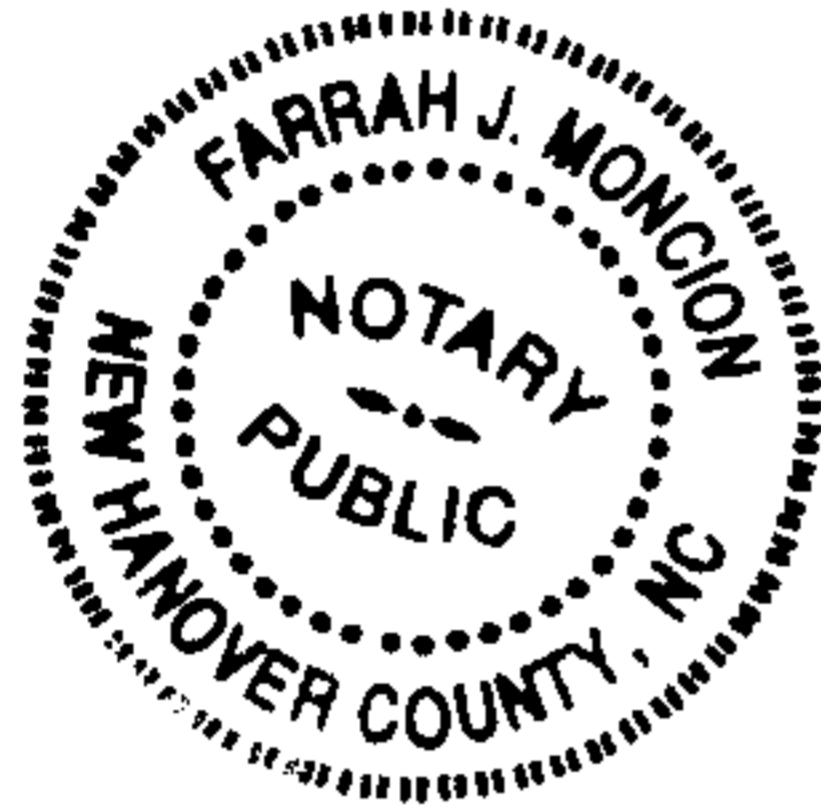
^(MS)

*the sole member and manager of Porter's Neck Ventures, LLC, a North Carolina limited liability company

STATE OF NORTH CAROLINA – NEW HANOVER COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saied, Jr.**, personally appeared before me this day and acknowledged that he is a Manager of **Futch Creek Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company. (7443)

Witness my hand and official stamp and seal, this the 15th day of February, 2005.



Farrah J. Moncion
Notary Public
My commission expires: 3-22-09

EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled "VINEYARD PLANTATION, PHASE TWO", recorded in **Map Book** 47, **Page** 204-205, New Hanover County Registry, to which map reference is hereby made for a more particular description, but specifically excluding the rights-of-way of public streets as they exist from time to time.



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 02/18/2005 03:30:12 PM
Book: RE 4679 Page: 799-803
Document No.: 2005008157
DECL 5 PGS \$23.00

Recorder: ANDREA FULFORD

State of North Carolina, County of New Hanover

The foregoing certificate of FARRAH J MONCION Notary is certified to be correct. This 18TH of February 2005

REBECCA P. SMITH, REGISTER OF DEEDS

By: *Andrea Fulford*
Deputy/Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2005008157

2005008157

**EXPLANATION STATEMENT TO CORRECT OBVIOUS MINOR ERROR(S)
MADE IN AN INSTRUMENT AS ORIGINALLY RECORDED**

RE: BOOK 4679
PAGE 799

RECORDED IN THE NEW HANOVER COUNTY REGISTRY

NAMES OF ALL PARTIES TO THE ORIGINAL INSTRUMENT:

GRANTORS/DECLARANTS: FUTCH CREEK VENTURES, LLC and
PORTER'S NECK VENTURES, LLC

STATE OF NORTH CAROLINA


COUNTY OF NEW HANOVER

I, the undersigned, the attorney who drafted the original instrument, hereby certify that the following corrections are made in the above-named recorded instrument in accordance with the provisions of G.S. 47-36.1 ratified June 30, 1986.

DESCRIPTION OF CORRECTION(S): This instrument is being re-recorded to include a reference to the member of Porter's Neck Ventures, LLC in the signature block on Page 2 of the instrument; to correct the notary acknowledgment for Porters's Neck Ventures, LLC; and to include a missing notary acknowledgment for Futch Creek Ventures, LLC.

This the 19th day of May, 2005.

FLETCHER, RAY & SATTERFIELD, L.L.P.

By:  (SEAL)
T. Michael Satterfield
Drafting Attorney



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 05/19/2005 04:19:52 PM
Book: RE 4813 **Page:** 547-553
Document No.: 2005026656
REREC DECL 7 PGS \$27.00
Recorder: MARVIS ANN STORER

State of North Carolina, County of New Hanover

REBECCA P. SMITH , REGISTER OF DEEDS

By: *Marvis Ann Storer*
Deputy/Assistant Register of Deeds

**YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.**

2005026656

2005026656

0122



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2005 JUL 14 11:45:25 AM
BK: 4875 PG: 4469-4470 FEE: \$14.00

INSTRUMENT # 2005039009

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AMENDMENT OF RESTRICTIVE COVENANTS FOR
VINEYARD PLANTATION PHASE TWO
(THE PRESERVE)

Returned To:
JC Hearne, II

THIS AMENDMENT OF RESTRICTIVE COVENANTS (the "Amendment") is made as of the 11th day of July, 2005, by PORTER'S NECK VENTURES, LLC, a North Carolina limited liability company (hereinafter "Declarant").

WHEREAS, Declarant imposed Restrictive Covenants for Vineyard Plantation Phase Two (The Preserve), recorded in Book 4679, Page 804 and re-recorded in Book 4813, Page 554, New Hanover County Registry (hereinafter "the Covenants"); and

WHEREAS, the Covenants provide in Paragraph 26 that the Declarant may amend the Covenants without the approval or joinder of the Members or any other person during the Declarant Control Period, defined in the Declaration recorded in Book 4613, Page 768, as modified, corrected, and amended;

NOW, THEREFORE, the undersigned Declarant hereby amends Paragraph 3 of the Covenants to read as follows:

- 3. DWELLING SIZE. The minimum heated square footage of a dwelling may not be less than 2,000 square feet for a one-story dwelling and 1,100 square feet on the first floor of a two-story or two and one-half story dwelling.

IN WITNESS WHEREOF, this Amendment is executed as of the day and year first above written.

PORTER'S NECK VENTURES, LLC,
A North Carolina limited liability company
By: Renaissance Holdings, LLC, its sole member and manager
By: Thomas A. Saieed, Jr.
Thomas A. Saieed, Jr., Manager

STATE OF NORTH CAROLINA - NEW HANOVER COUNTY

I, the undersigned, a Notary Public of said County and State, certify that Thomas A. Saieed, Jr., personally appeared before me this day and acknowledged that he is Manager of Renaissance Holdings, LLC, a North Carolina limited liability company, which is the sole member and manager of Porter's Neck Ventures, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 11 day of July, 2005.

Mary-Beth Sewell
Notary Public
My Commission Expires: 2-24-2008



[Seal]



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET
WILMINGTON, NC 28401

Filed For Registration: 07/14/2005 11:45:25 AM
Book: RE 4875 Page: 4469-4470
Document No.: 2005039009
AMD COV 2 PGS \$14.00
Recorder: MICAH PHELPS

State of North Carolina, County of New Hanover

The foregoing certificate of MARY-BETH SEWELL Notary is certified to be correct. This 14TH of July 2005
REBECCA P. SMITH , REGISTER OF DEEDS

By: 
Deputy/Assistant Register of Deeds

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2005039009

2005039009

(Str)
Record of Poor Quality Due To
Condition of Original Document
GS 161-14



FOR REGISTRATION REGISTER OF DEEDS
 REBECCA P. SMITH
 NEW HANOVER COUNTY, NC
 2005 APR 12 08:50:07 AM
 BK: 4754 PG: 118-122 FEE: \$23.00

INSTRUMENT # 2005018376

**DECLARATION OF ANNEXATION
 VINEYARD PLANTATION
 Phase Three**

**Returned To:
 J.C. Hearne, II**

STATE OF NORTH CAROLINA
 COUNTY OF NEW HANOVER

This Declaration Of Annexation is made as of the date set forth in the notary acknowledgment herein by **FUTCH CREEK VENTURES, LLC**, a North Carolina limited liability company, and **PORTER'S NECK VENTURES, LLC**, a North Carolina limited liability company (hereinafter collectively referred to as the "Declarants").

WITNESSETH:

WHEREAS, Declarants have previously recorded that certain Declaration Of Covenants, Conditions And Restrictions For Vineyard Plantation in **Book 4613, Page 768**, New Hanover County Registry (hereinafter the "Declaration");

WHEREAS, pursuant to Section 2 of Article II of the Declaration, Declarants desire to annex additional property within the area described in Exhibit B to the Declaration and to subject such property to the Declaration and to the jurisdiction of the Vineyard Plantation Homeowners Association, Inc.;

WHEREAS, Futch Creek Ventures, LLC is the owner of the real property described in **Exhibit A** attached hereto (hereinafter the "Property"), which Property is a portion of the property described on Exhibit B to the Declaration;

NOW, THEREFORE, in consideration of the premises, Declarants hereby declare that the property identified and described on **Exhibit A** attached hereto and incorporated herein by reference shall be and hereby is annexed into the property covered by the Declaration and shall be and hereby is made subject to the Declaration and to the jurisdiction of the Vineyard Plantation Homeowners Association, Inc.

Said Property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter the "Covenants and

Restrictions”) contained in the Declaration, which Covenants and Restrictions shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, each Declarant has caused this instrument to be executed in its name by its duly authorized Managers as of the dates set forth in the notary acknowledgments below.

PORTER’S NECK VENTURES, LLC

**By: RENAISSANCE HOLDINGS, LLC
Its Sole Member**

By: Thomas A. Saied, Jr.
Thomas A. Saied, Jr., Manager

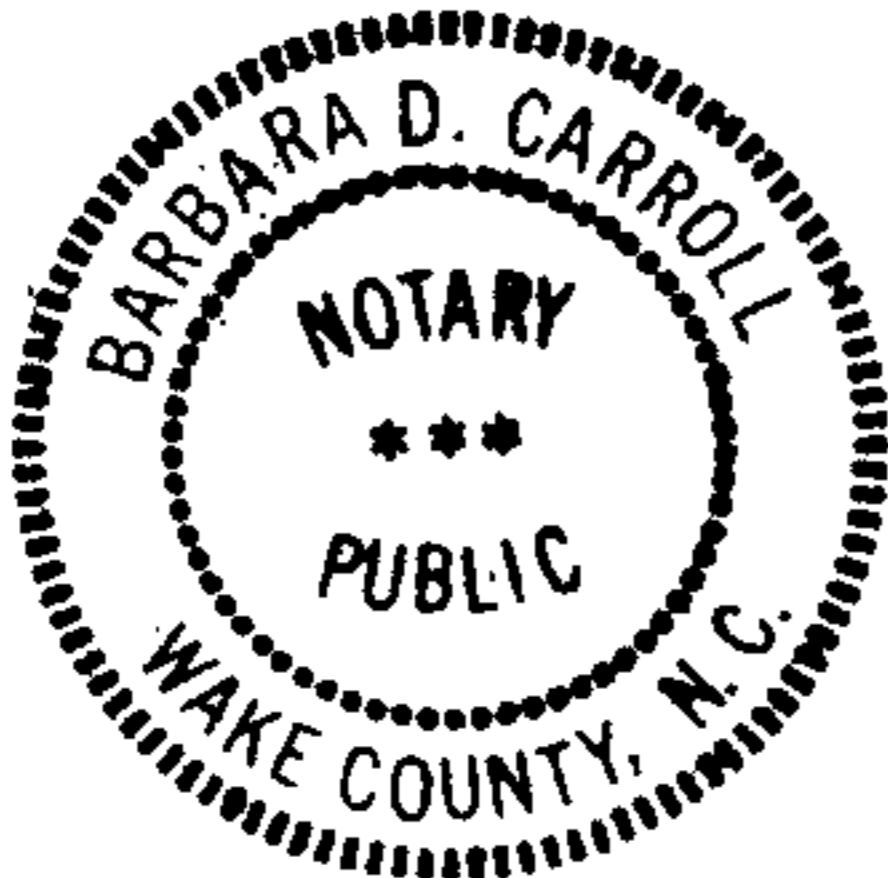
FUTCH CREEK VENTURES, LLC

By: Thomas A. Saied, Jr.
Thomas A. Saied, Jr., Manager

-----^{Wake}-----
STATE OF NORTH CAROLINA – ~~NEW HANOVER~~ COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saied, Jr.**, personally appeared before me this day and acknowledged that he is a Manager of Renaissance Holdings, LLC, a North Carolina limited liability company, the sole member and manager of **Porter’s Neck Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 7th day of April, 2005.



Barbara D. Carroll
Notary Public
My commission expires: 3-31-07

-----^{Wake}-----
STATE OF NORTH CAROLINA – ~~NEW HANOVER~~ COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saied, Jr.**, personally appeared before me this day and acknowledged that he is a Manager of **Futch Creek Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 7th day of April, 2005.

Barbara D. Carroll
Notary Public
My commission expires: 3-31-07

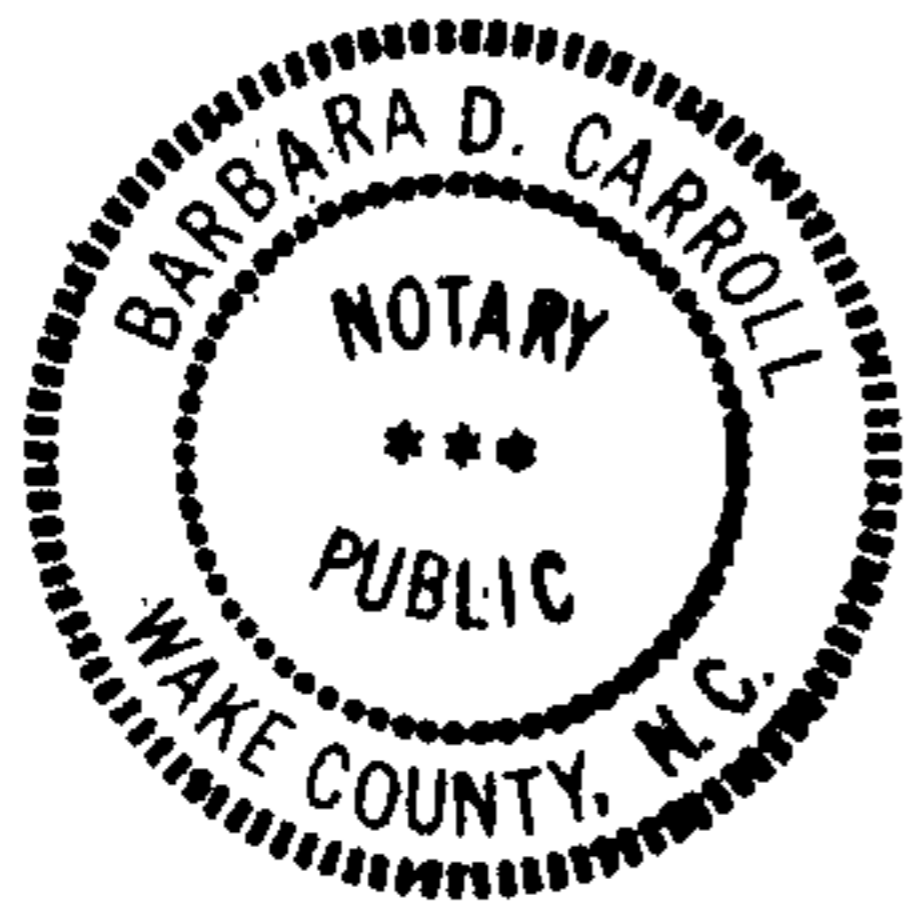


EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled "VINEYARD PLANTATION, PHASE THREE", recorded in **Map Book 47, Page 301**, New Hanover County Registry, to which map reference is hereby made for a more particular description.



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 04/12/2005 08:50:07 AM

Book: RE 4754 Page: 118-122

Document No.: 2005018376

DECL 5 PGS \$23.00

Recorder: JACQUELINE NELSON

State of North Carolina, County of New Hanover

The foregoing certificate of BARBARA D CARROLL Notary is certified to be correct. This 12TH of April 2005

REBECCA P. SMITH, REGISTER OF DEEDS

By: 
Deputy Assistant Register of Deeds

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PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2005018376

2005018376



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2005 APR 12 08:50:07 AM
BK: 4754 PG: 123-126 FEE: \$20.00

INSTRUMENT # 2005018377

**DECLARATION SUBJECTING
PHASE THREE
TO THE RESTRICTIVE COVENANTS
FOR VINEYARD PLANTATION, PHASE ONE (THE ENCLAVE)**

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

Returned To:
J.C. Hearne, II

FUTCH CREEK VENTURES, LLC, a North limited liability company (“Declarant”), hereby declares that the property described on **Exhibit A** attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the **Restrictive Covenants For Vineyard Plantation, Phase One (The Enclave)**, recorded in **Book 4613, Page 794**, New Hanover County Registry (the “Covenants”), which Covenants shall be appurtenant to and run with the property, by whomsoever owned.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized Manager, as of the date set forth in the notary acknowledgment below.

FUTCH CREEK VENTURES, LLC

By: Thomas A. Saied, Jr.
Thomas A. Saied, Jr., Manager

STATE OF NORTH CAROLINA – ~~NEW HANOVER COUNTY~~ ^{Wake}

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is a Manager of **Futch Creek Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 7th day of April, 2005.

Barbara D. Carroll
Notary Public
My commission expires: 3-31-07

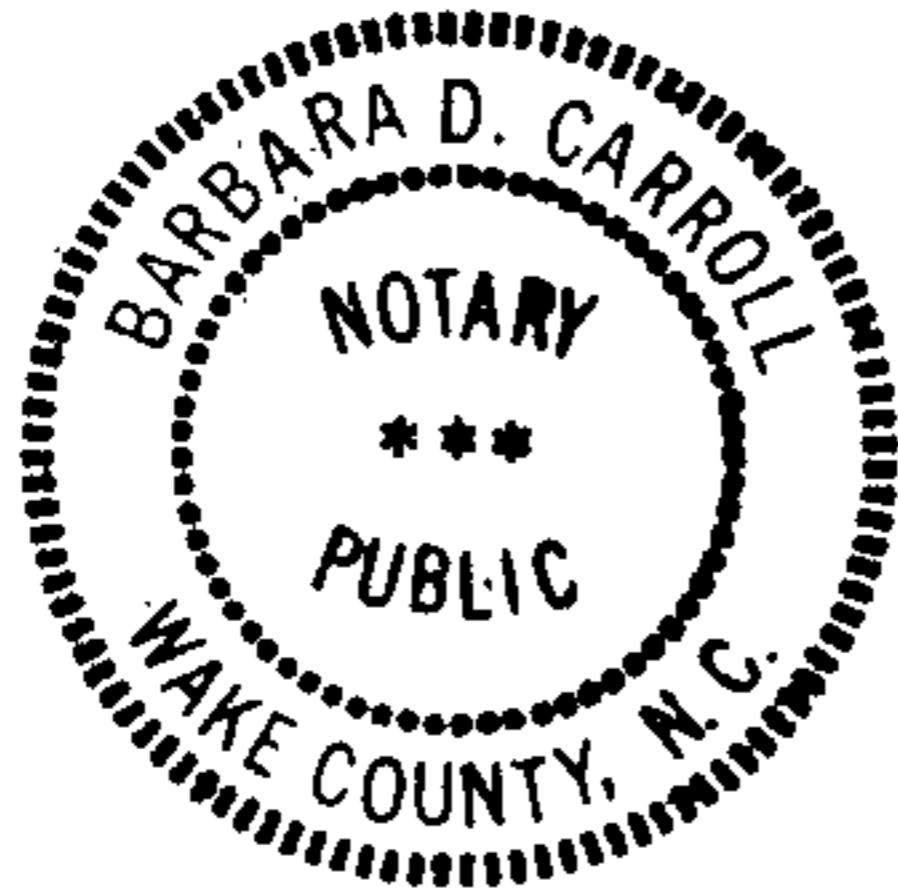


EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled "VINEYARD PLANTATION, PHASE THREE," recorded in **Map Book 47, Page 301**, New Hanover County Registry, to which map reference is hereby made for a more particular description, and specifically including Lots 12-24, inclusive, and Lot 33 of Vineyard Plantation, Phase Three, but specifically excluding the property identified as "Stormwater Pond" on the aforesaid map, and the rights-of-way of private streets as they exist from time to time.



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

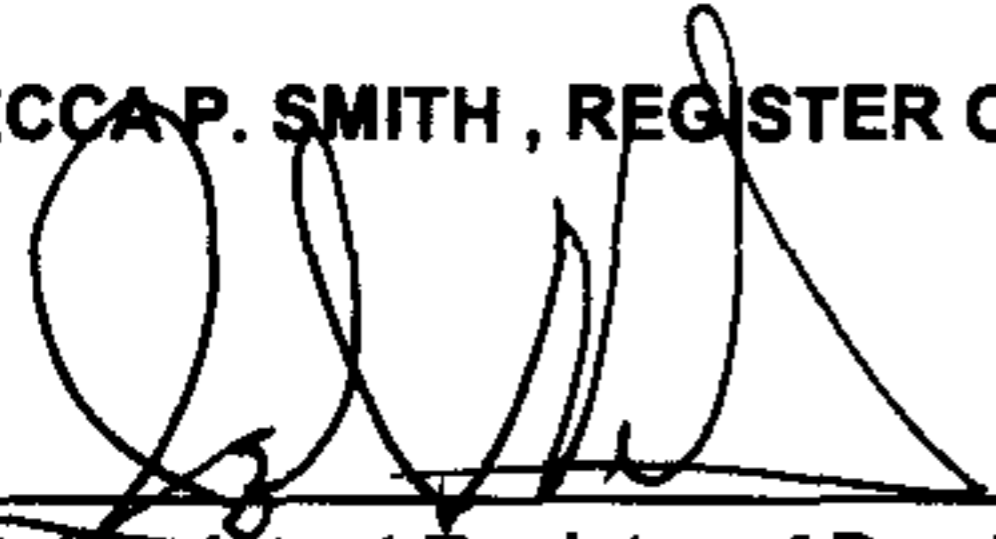
WILMINGTON, NC 28401

Filed For Registration: 04/12/2005 08:50:07 AM
Book: RE 4754 Page: 123-126
Document No.: 2005018377
DECL 4 PGS \$20.00
Recorder: JACQUELINE NELSON

State of North Carolina, County of New Hanover

The foregoing certificate of BARBARA D CARROLL Notary is certified to be correct. This 12TH of April 2005

REBECCA P. SMITH, REGISTER OF DEEDS

By: 
Deputy Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2005018377

2005018377

Q-23-



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2005 MAY 25 03:50:58 PM
BK: 4821 PG: 883-887 FEE: \$23.00

INSTRUMENT # 2005027799

**DECLARATION OF ANNEXATION
VINEYARD PLANTATION
PHASE FOUR**

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

This Declaration Of Annexation is made as of the date set forth in the notary acknowledgment herein by **FUTCH CREEK VENTURES, LLC**, a North Carolina limited liability company, and **PORTER'S NECK VENTURES, LLC**, a North Carolina limited liability company (hereinafter collectively referred to as the "Declarants").

WITNESSETH:

WHEREAS, Declarants have previously recorded that certain Declaration Of Covenants, Conditions And Restrictions For Vineyard Plantation in **Book 4613, Page 768**, New Hanover County Registry (hereinafter the "Declaration");

WHEREAS, pursuant to Section 2 of Article II of the Declaration, Declarants desire to annex additional property within the area described in Exhibit B to the Declaration and to subject such property to the Declaration and to the jurisdiction of the Vineyard Plantation Homeowners Association, Inc.;

WHEREAS, Futch Creek Ventures, LLC is the owner of the real property described in **Exhibit A** attached hereto (hereinafter the "Property"), which Property is a portion of the property described on Exhibit B to the Declaration;

NOW, THEREFORE, in consideration of the premises, Declarants hereby declare that the property identified and described on **Exhibit A** attached hereto and incorporated herein by reference shall be and hereby is annexed into the property covered by the Declaration and shall be and hereby is made subject to the Declaration and to the jurisdiction of the Vineyard Plantation Homeowners Association, Inc.

Said Property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter the "Covenants and

Returned To: Fletcher, Ray & Satterfield, L.L.P.

Restrictions”) contained in the Declaration, which Covenants and Restrictions shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, each Declarant has caused this instrument to be executed in its name by its duly authorized Managers as of the dates set forth in the notary acknowledgments below.

PORTER’S NECK VENTURES, LLC

By: RENAISSANCE HOLDINGS, LLC
Its Sole Member

By: Thomas A. Saieed, Jr.
Thomas A. Saieed, Jr., Manager

FUTCH CREEK VENTURES, LLC

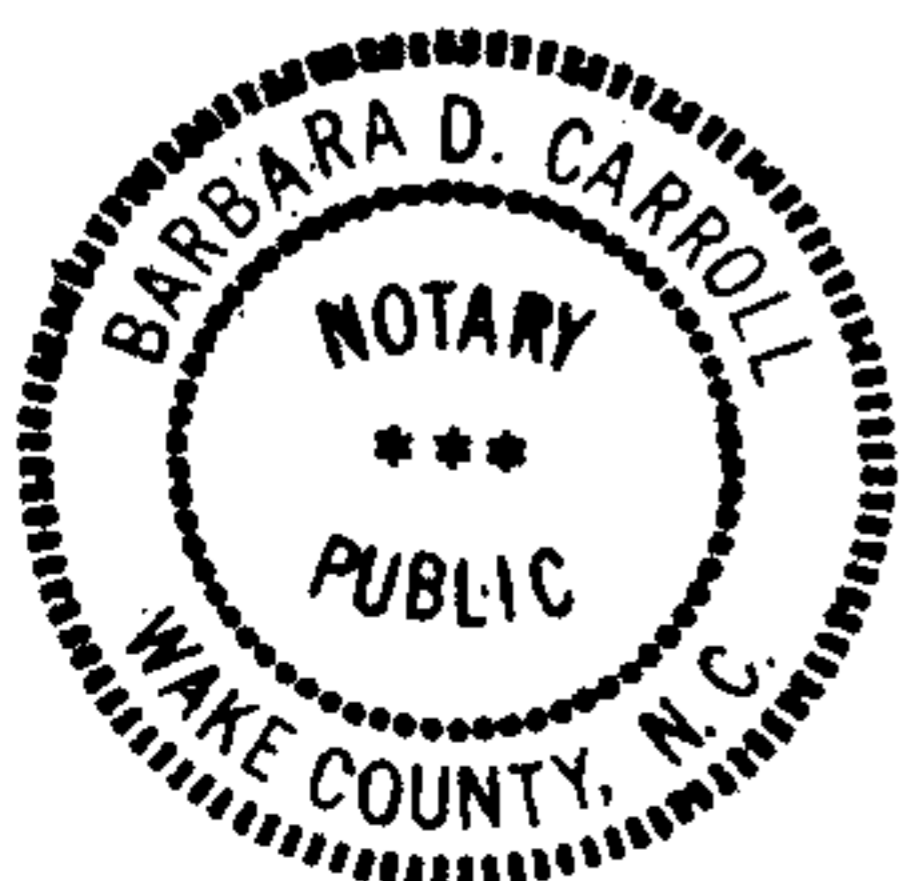
By: Thomas A. Saieed, Jr.
Thomas A. Saieed, Jr., Manager

STATE OF NORTH CAROLINA – NEW HANOVER COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is a Manager of Renaissance Holdings, LLC, a North Carolina limited liability company, the sole member and manager of **Porter’s Neck Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 23rd day of May, 2005.

Barbara D. Carroll
Notary Public
My commission expires: 3-31-07



STATE OF NORTH CAROLINA – NEW HANOVER COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is a Manager of **Futch Creek Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 23rd day of May, 2005.

Barbara D. Carroll
Notary Public
My commission expires: 3-31-07

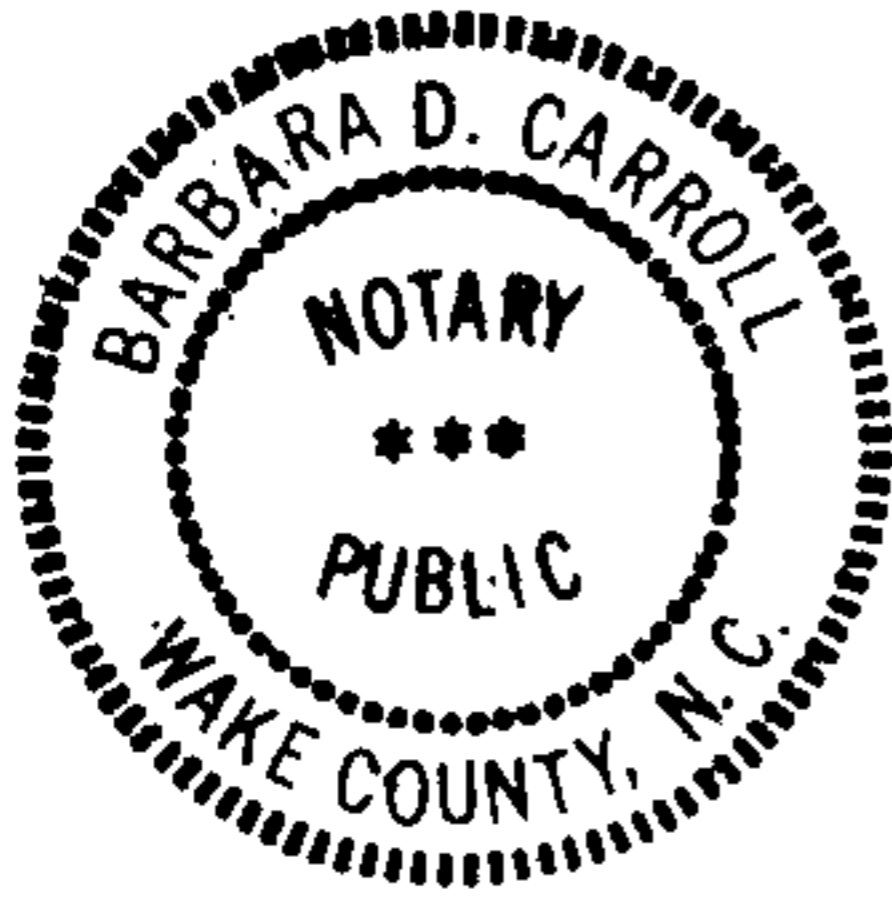


EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled "VINEYARD PLANTATION, PHASE FOUR," recorded in **Map Book 48, Page 1**, New Hanover County Registry, to which map reference is hereby made for a more particular description.



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

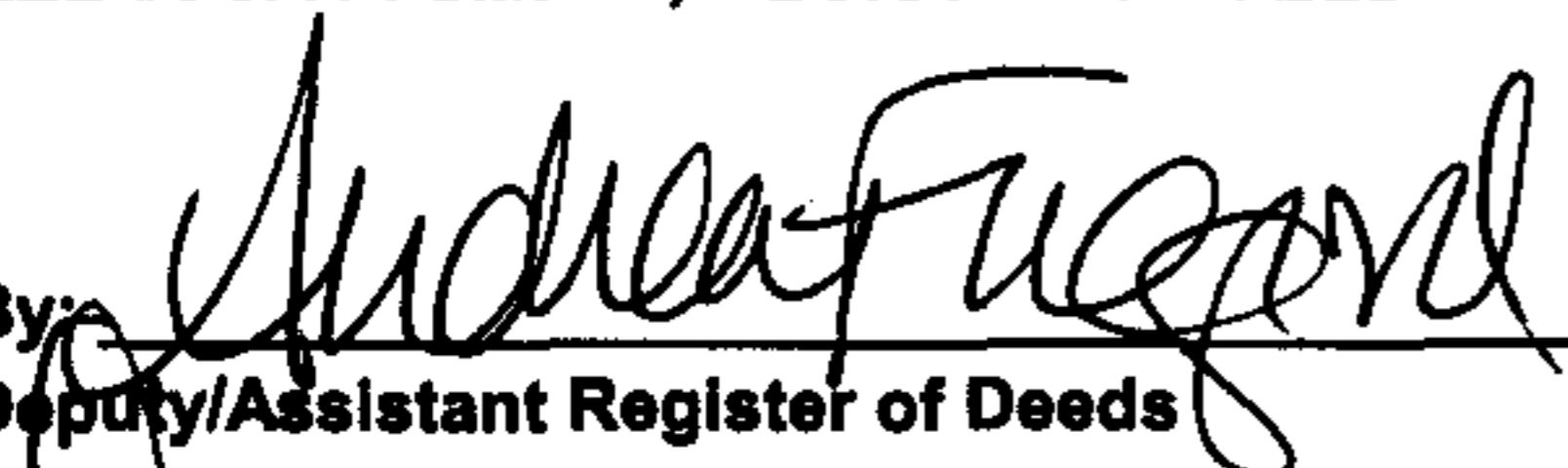
Filed For Registration: 05/25/2005 03:50:58 PM
Book: RE 4821 Page: 883-887
Document No.: 2005027799
DECL 5 PGS \$23.00

Recorder: ANDREA FULFORD

State of North Carolina, County of New Hanover

The foregoing certificate of BARBARA D CARROLL Notary is certified to be correct. This 25TH of May 2005

REBECCA P. SMITH , REGISTER OF DEEDS

By: 
Deputy/Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2005027799

2005027799



2005027800

FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2005 MAY 25 03:50:58 PM
BK: 4821 PG: 888-891 FEE: \$20.00

INSTRUMENT # 2005027800

**DECLARATION SUBJECTING
PHASE FOUR
TO THE RESTRICTIVE COVENANTS
FOR VINEYARD PLANTATION, PHASE ONE (THE ENCLAVE)**

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

FUTCH CREEK VENTURES, LLC, a North limited liability company (“Declarant”), hereby declares that the property described on **Exhibit A** attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the **Restrictive Covenants For Vineyard Plantation, Phase One (The Enclave)**, initially recorded in **Book 4613, Page 794**, New Hanover County Registry and re-recorded in **Book 4813, Page 536**, New Hanover County Registry (the “Covenants”), which Covenants shall be appurtenant to and run with the property, by whomsoever owned.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized Manager, as of the date set forth in the notary acknowledgment below.

FUTCH CREEK VENTURES, LLC

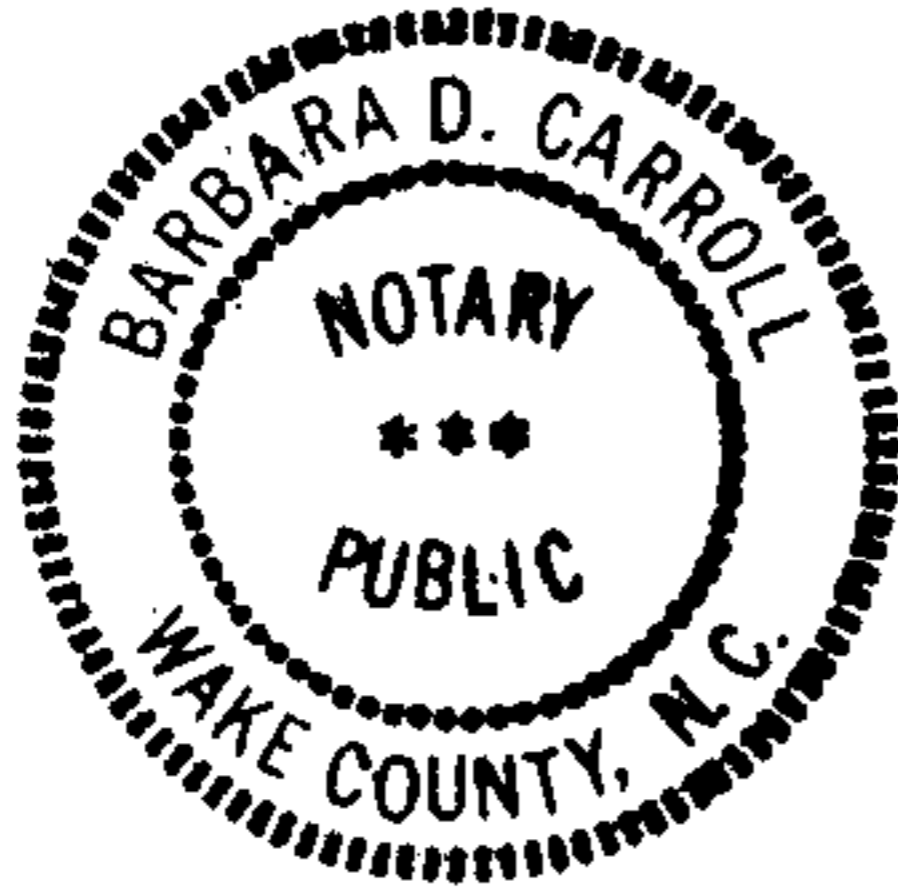
By: Thomas A. Saieed, Jr.
Thomas A. Saieed, Jr., Manager

Returned To: Fletcher, Ray & Satterfield, L.L.P.

STATE OF NORTH CAROLINA – NEW HANOVER COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is a Manager of **Futch Creek Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 23rd day of May, 2005.



Barbara D. Carroll
Notary Public
My commission expires: 3-31-07

EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled "VINEYARD PLANTATION, PHASE FOUR," recorded in **Map Book 48, Page 1**, New Hanover County Registry, to which map reference is hereby made for a more particular description, and specifically including Lots 6-11, inclusive, and Lots 34-46, inclusive, of Vineyard Plantation, Phase Four, but specifically excluding the rights-of-way of private streets as they exist from time to time.



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 05/25/2005 03:50:58 PM
Book: RE 4821 Page: 888-891
Document No.: 2005027800
DECL 4 PGS \$20.00

Recorder: ANDREA FULFORD

State of North Carolina, County of New Hanover

The foregoing certificate of BARBARA D CARROLL Notary is certified to be correct. This 25TH of May 2005

REBECCA P. SMITH , REGISTER OF DEEDS

By: 
Deputy/Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2005027800

2005027800

(5) (4)



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2005 AUG 09 08:54:19 AM
BK:4886 PG:2420-2425 FEE:\$26.00

INSTRUMENT # 2005045014

Declaration of Annexation
Vineyard Plantation

RETURNED TO

J.C. Hearne, II

4

4

**DECLARATION OF ANNEXATION
VINEYARD PLANTATION
Phase Five**

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

**Returned To:
J.C. Hearne, II**

This Declaration Of Annexation is made as of the date set forth in the notary acknowledgment herein by **FUTCH CREEK VENTURES, LLC**, a North Carolina limited liability company, and **PORTER'S NECK VENTURES, LLC**, a North Carolina limited liability company (hereinafter collectively referred to as the "Declarants").

WITNESSETH:

WHEREAS, Declarants have previously recorded that certain Declaration Of Covenants, Conditions And Restrictions For Vineyard Plantation in **Book 4613, Page 768**, New Hanover County Registry (hereinafter the "Declaration");

WHEREAS, pursuant to Section 2 of Article II of the Declaration, Declarants desire to annex additional property within the area described in Exhibit B to the Declaration and to subject such property to the Declaration and to the jurisdiction of the Vineyard Plantation Homeowners Association, Inc.;

WHEREAS, Porter's Neck Ventures, LLC is the owner of the real property described in **Exhibit A** attached hereto (hereinafter the "Property"), which Property is a portion of the property described on Exhibit B to the Declaration;

NOW, THEREFORE, in consideration of the premises, Declarants hereby declare that the property identified and described on **Exhibit A** attached hereto and incorporated herein by reference shall be and hereby is annexed into the property covered by the Declaration and shall be and hereby is made subject to the Declaration and to the jurisdiction of the Vineyard Plantation Homeowners Association, Inc.

Said Property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter the "Covenants and Restrictions") contained in the Declaration, which Covenants and Restrictions shall run with the land and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, each Declarant has caused this instrument to be executed in its name by its duly authorized Managers as of the dates set forth in the notary acknowledgments below.

PORTER'S NECK VENTURES, LLC

**By: RENAISSANCE HOLDINGS, LLC
Its Sole Member, and Manager**

By: Thomas A. Saieed, Jr.
Thomas A. Saieed, Jr., Manager

FUTCH CREEK VENTURES, LLC

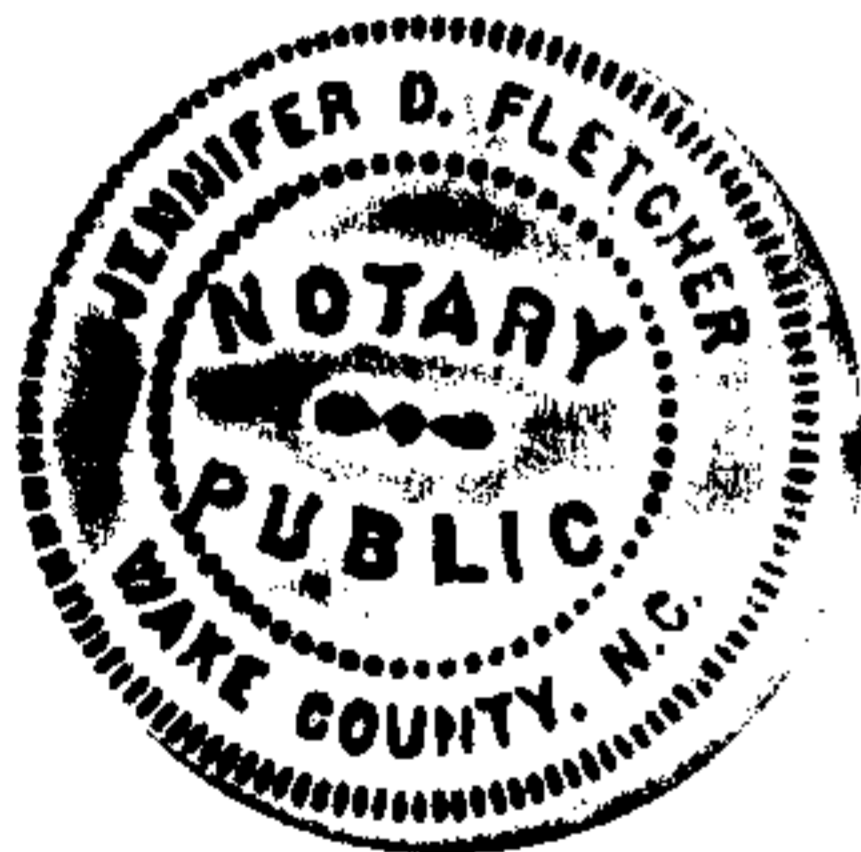
By: Thomas A. Saieed, Jr.
Thomas A. Saieed, Jr., Manager

STATE OF NORTH CAROLINA – NEW HANOVER COUNTY

I, the undersigned, a Notary Public of said County and State, certify that Thomas A. Saieed, Jr., personally appeared before me this day and acknowledged that he is Manager of Renaissance Holdings, LLC, a North Carolina limited liability company, the sole member and manager of **Porter's Neck Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 2nd day of ~~July~~ ^{August}, 2005.

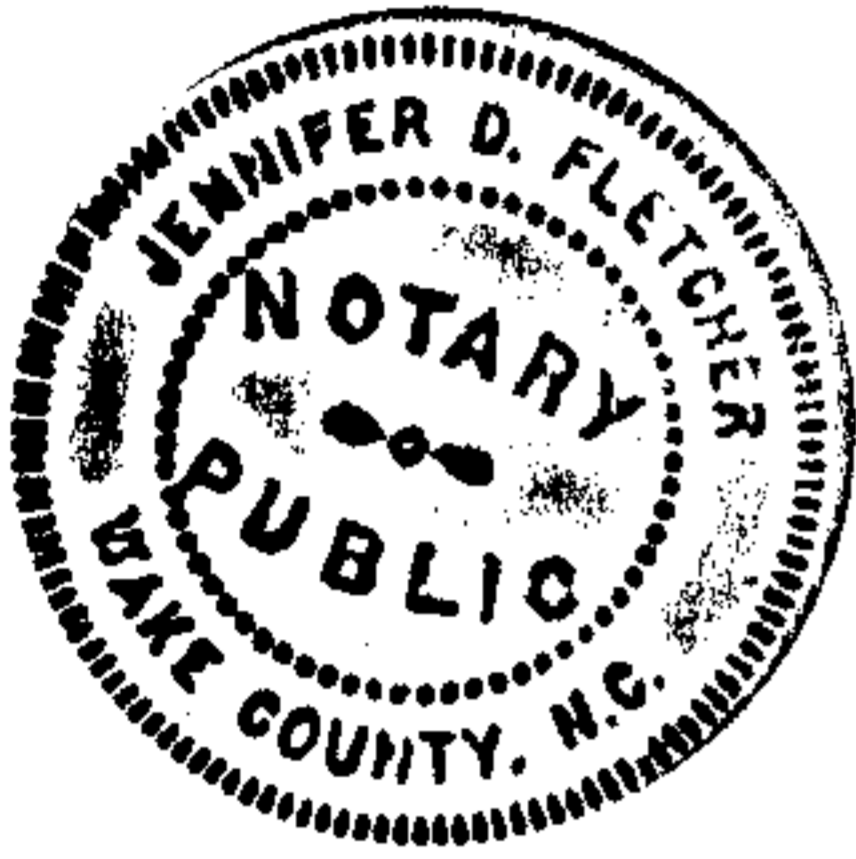
Jennifer D. Fletcher
Notary Public
My commission expires: Dec. 3, 2005



STATE OF NORTH CAROLINA – NEW HANOVER COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is a Manager of **Futch Creek Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 2nd day of ~~July~~ ^{August}, 2005.



Jennifer D. Fletcher
Notary Public
My commission expires: Dec 3, 2005

EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled, "VINEYARD PLANTATION, PHASE FIVE," recorded in **Map Book 48, Page 97**, New Hanover County Registry, to which map reference is hereby made for a more particular description, but specifically excluding the rights-of-way of public streets as they exist from time to time.



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 08/09/2005 08:54:19 AM
Book: RE 4886 Page: 2420-2425
Document No.: 2005045014
DECL 6 PGS \$26.00

Recorder: JACQUELINE NELSON

State of North Carolina, County of New Hanover

The foregoing certificate of JENNIFER D FLETCHER Notary is certified to be correct. This 9TH of August 2005

REBECCA P. SMITH, REGISTER OF DEEDS

By: 
Deputy/Assistant Register of Deeds

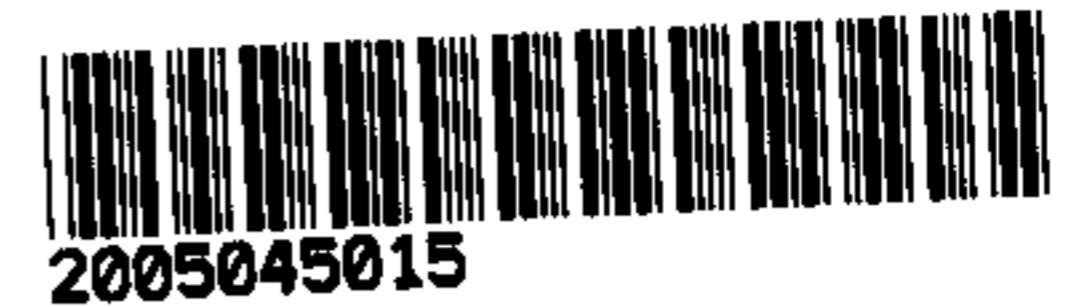
YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2005045014

2005045014

5

3



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2005 AUG 09 08:54:19 AM
BK:4886 PG:2426-2429 FEE:\$20.00

INSTRUMENT # 2005045015

**DECLARATION SUBJECTING
PHASE FIVE
TO THE RESTRICTIVE COVENANTS FOR
VINEYARD PLANTATION, PHASE TWO (THE PRESERVE)**

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

J.C. Hearne, II

PORTER'S NECK VENTURES, LLC, a North limited liability company ("Declarant"), hereby declares that the property described on **Exhibit A** attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the **Restrictive Covenants For Vineyard Plantation, Phase Two (The Preserve)**, initially recorded in **Book 4679, Page 804**, New Hanover County Registry and re-recorded in **Book 4813, Page 554**, New Hanover County Registry and amended in **Book 4875, Page 4469**, New Hanover County Registry (the "Covenants"), which Covenants shall be appurtenant to and run with the property, by whomsoever owned.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized Manager, as of the date set forth in the notary acknowledgment below.

PORTER'S NECK VENTURES, LLC

**By: RENAISSANCE HOLDINGS, LLC
Its Sole Member and Manager**

By: Thomas A. Saieed, Jr.
Thomas A. Saieed, Jr., Manager

STATE OF NORTH CAROLINA – NEW HANOVER COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is manager of Renaissance Holdings, LLC, a North Carolina limited liability company and sole member and manager of **Porter's Neck Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 2nd day of ~~July~~ ^{August}, 2005.

Jennifer D. Fletcher
Notary Public
My commission expires: Dec. 3, 2005

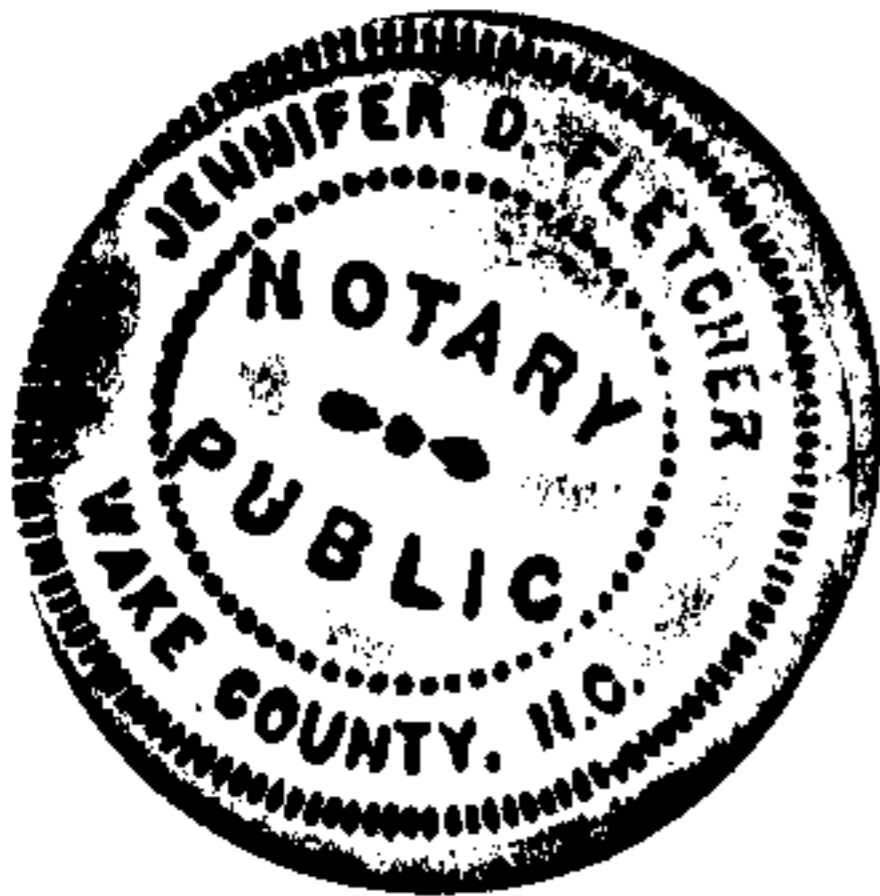


EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled "VINEYARD PLANTATION, PHASE FIVE," recorded in **Map Book 48, Page 97**, New Hanover County Registry, to which map reference is hereby made for a more particular description, and specifically including Lots 110-113, inclusive, Lots 124-133, inclusive; Lots 146-152, inclusive; Lots 160-168, inclusive; and Lots 176-187, inclusive, of Vineyard Plantation, Phase Five, but specifically excluding those areas designated "Stormwater Pond," "Public Drainage Easement" and "Active Rec. Area" on said map and further specifically excluding the rights-of-way of private streets as they exist from time to time.



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET
WILMINGTON, NC 28401

Filed For Registration: 08/09/2005 08:54:19 AM
Book: RE 4886 Page: 2426-2429
Document No.: 2005045015
DECL INTENT 4 PGS \$20.00
Recorder: JACQUELINE NELSON

State of North Carolina, County of New Hanover

The foregoing certificate of JENNIFER D FLETCHER Notary is certified to be correct. This 9TH of August 2005

REBECCA P. SMITH, REGISTER OF DEEDS

By: 
Deputy/Assistant Register of Deeds

YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

2005045015

2005045015

320



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2006 AUG 01 03:24:18 PM
BK:5060 PG:175-178 FEE:\$20.00

INSTRUMENT # 2006043783

**DECLARATION SUBJECTING
PHASE SIX B
TO THE RESTRICTIVE COVENANTS FOR
VINEYARD PLANTATION, PHASE TWO (THE PRESERVE)**

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

PORTER'S NECK VENTURES, LLC, a North limited liability company ("Declarant"), hereby declares that the property described on **Exhibit A** attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the **Restrictive Covenants For Vineyard Plantation, Phase Two (The Preserve)**, initially recorded in **Book 4679, Page 804**, New Hanover County Registry and re-recorded in **Book 4813, Page 554**, New Hanover County Registry and amended in **Book 4875, Page 4469**, New Hanover County Registry (the "Covenants"), which Covenants shall be appurtenant to and run with the property, by whomsoever owned.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized Manager, as of the date set forth in the notary acknowledgment below.

PORTER'S NECK VENTURES, LLC

**By: RENAISSANCE HOLDINGS, LLC
Its Sole Member and Manager**

By: 
Thomas A. Saieed, Jr., Manager

DRAWN BY
Returned To: Fletcher, Ray & Satterfield, L.L.P.

STATE OF NORTH CAROLINA – ~~NEW HANOVER COUNTY~~
WAKE

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is manager of Renaissance Holdings, LLC, a North Carolina limited liability company and sole member and manager of **Porter's Neck Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 31st day of July, 2006.

Lashana C. Nicholson

Notary Public

My commission expires: 2-17-08



EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled "VINEYARD PLANTATION, PHASE SIX B," recorded in **Map Book 50, Page 27**, New Hanover County Registry, to which map reference is hereby made for a more particular description, and specifically including Lots 139-145, inclusive; Lot 159; Lots 174-175, inclusive; and Lots 192-200, inclusive, of Vineyard Plantation, Phase Six B, but specifically excluding those areas designated "Pond Public Drainage Easement," "Active Recreation Area" and "Passive Recreation Area" on said map and further specifically excluding the rights-of-way of public and private streets as they exist from time to time.



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 08/01/2006 03:24:18 PM
Book: RE 5060 Page: 175-178
Document No.: 2006043783
DECL 4 PGS \$20.00
Recorder: CRESWELL, ANDREA

State of North Carolina, County of New Hanover

**YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.**

2006043783

2006043783

423



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2006 AUG 01 03:24:18 PM
BK:5060 PG:170-174 FEE:\$23.00

INSTRUMENT # 2006043782

**DECLARATION OF ANNEXATION
VINEYARD PLANTATION
Phase Six B**

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

This Declaration Of Annexation is made as of the date set forth in the notary acknowledgment herein by **FUTCH CREEK VENTURES, LLC**, a North Carolina limited liability company, and **PORTER'S NECK VENTURES, LLC**, a North Carolina limited liability company (hereinafter collectively referred to as the "Declarants").

WITNESSETH:

WHEREAS, Declarants have previously recorded that certain Declaration Of Covenants, Conditions And Restrictions For Vineyard Plantation in **Book 4613, Page 768**, New Hanover County Registry (hereinafter the "Declaration");

WHEREAS, pursuant to Section 2 of Article II of the Declaration, Declarants desire to annex additional property within the area described in Exhibit B to the Declaration and to subject such property to the Declaration and to the jurisdiction of the Vineyard Plantation Homeowners Association, Inc.;

WHEREAS, Porter's Neck Ventures, LLC is the owner of the real property described in **Exhibit A** attached hereto (hereinafter the "Property"), which Property is a portion of the property described on Exhibit B to the Declaration;

NOW, THEREFORE, in consideration of the premises, Declarants hereby declare that the property identified and described on **Exhibit A** attached hereto and incorporated herein by reference shall be and hereby is annexed into the property covered by the Declaration and shall be and hereby is made subject to the Declaration and to the jurisdiction of the Vineyard Plantation Homeowners Association, Inc.

Said Property shall be owned, held, transferred, sold, conveyed, given, donated, devised, inherited, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter the "Covenants and Restrictions") contained in the Declaration, which Covenants and Restrictions shall run with the
DRAWN BY Returned To: Fletcher, Ray & Satterfield, L.L.P.

land and be binding on all parties having or acquiring any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, each Declarant has caused this instrument to be executed in its name by its duly authorized Managers as of the dates set forth in the notary acknowledgments below.

PORTER'S NECK VENTURES, LLC

**By: RENAISSANCE HOLDINGS, LLC
Its Sole Member and Manager**

By: *Thomas A. Saieed, Jr.*
Thomas A. Saieed, Jr., Manager

FUTCH CREEK VENTURES, LLC

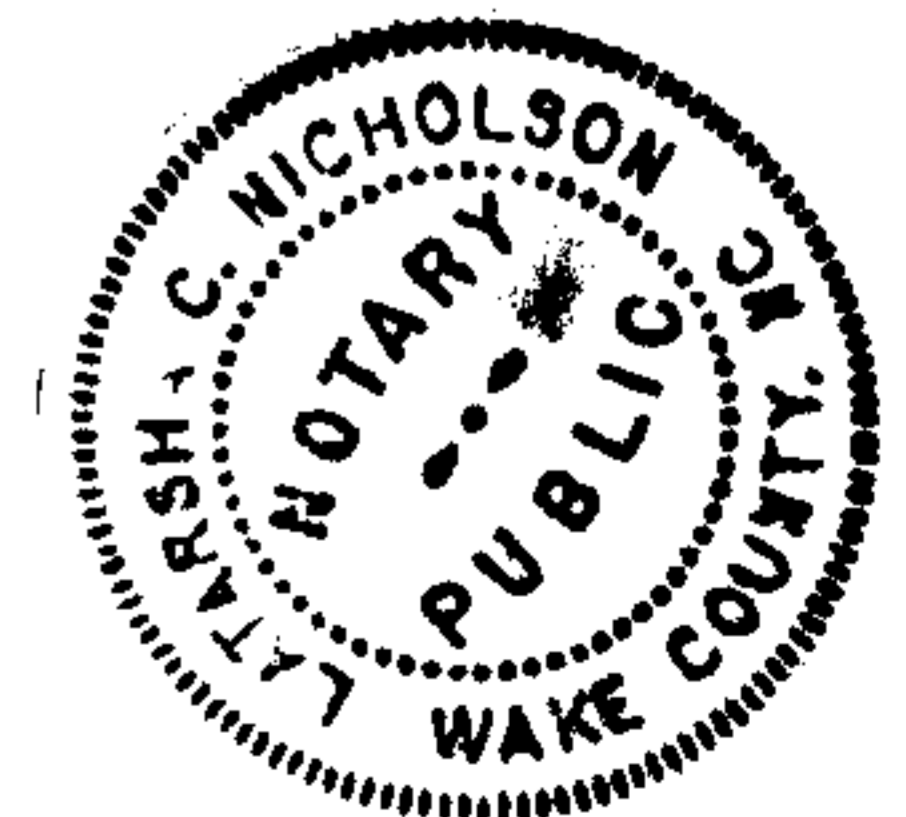
By: *Thomas A. Saieed, Jr.*
Thomas A. Saieed, Jr., Manager

STATE OF NORTH CAROLINA – ~~NEW HANOVER~~ COUNTY
WAKE

I, the undersigned, a Notary Public of said County and State, certify that Thomas A. Saieed, Jr., personally appeared before me this day and acknowledged that he is Manager of Renaissance Holdings, LLC, a North Carolina limited liability company, the sole member and manager of **Porter's Neck Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 31st day of July, 2006.

Larsha C. Nicholson
Notary Public
My commission expires: 2-17-08



STATE OF NORTH CAROLINA – ~~NEW HANOVER COUNTY~~
WAKE

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is a Manager of **Futch Creek Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 31st day of July, 2006.

Larsha C. Nicholson
Notary Public
My commission expires: 2-17-08



EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled, "VINEYARD PLANTATION, PHASE SIX B," recorded in **Map Book 50, Page 27**, New Hanover County Registry, to which map reference is hereby made for a more particular description, but specifically excluding the rights-of-way of public streets as they exist from time to time.

H:\213306\Vineyard Plantation\Declaration of Annex Phase Six B 07-31-06.doc



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 08/01/2006 03:24:18 PM
Book: RE 5060 **Page:** 170-174
Document No.: 2006043782
DECL 5 PGS \$23.00
Recorder: CRESWELL, ANDREA

State of North Carolina, County of New Hanover

**YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.**

2006043782

2006043782

320



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2006 MAY 26 12:00:30 PM
BK:5027 PG:1171-1174 FEE:\$20.00

INSTRUMENT # 2006029778

**DECLARATION SUBJECTING
PHASE SIX
TO THE RESTRICTIVE COVENANTS FOR
VINEYARD PLANTATION, PHASE TWO (THE PRESERVE)**

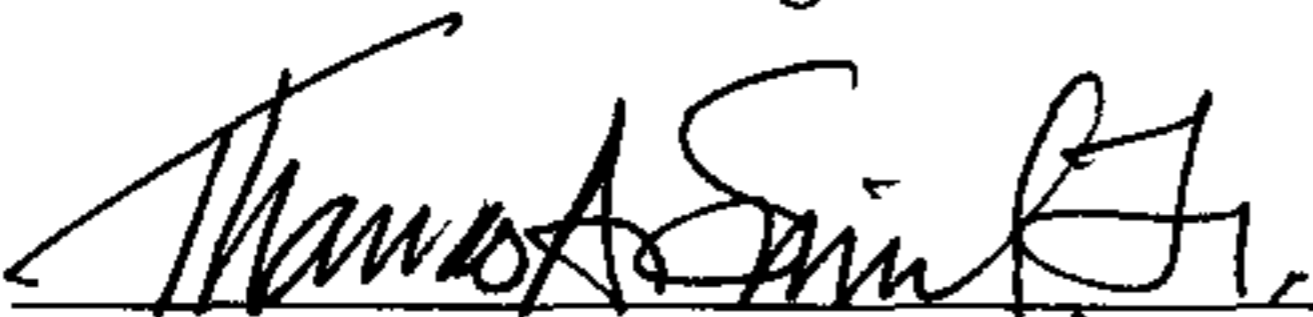
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

PORTER'S NECK VENTURES, LLC, a North limited liability company ("Declarant"), hereby declares that the property described on **Exhibit A** attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the **Restrictive Covenants For Vineyard Plantation, Phase Two (The Preserve)**, initially recorded in **Book 4679, Page 804**, New Hanover County Registry and re-recorded in **Book 4813, Page 554**, New Hanover County Registry and amended in **Book 4875, Page 4469**, New Hanover County Registry (the "Covenants"), which Covenants shall be appurtenant to and run with the property, by whomsoever owned.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized Manager, as of the date set forth in the notary acknowledgment below.

PORTER'S NECK VENTURES, LLC

By: RENAISSANCE HOLDINGS, LLC
Its Sole Member and Manager

By: 
Thomas A. Saieed, Jr., Manager

RETURN TO
Prepared by Steve Saieed

STATE OF NORTH CAROLINA – NEW HANOVER COUNTY

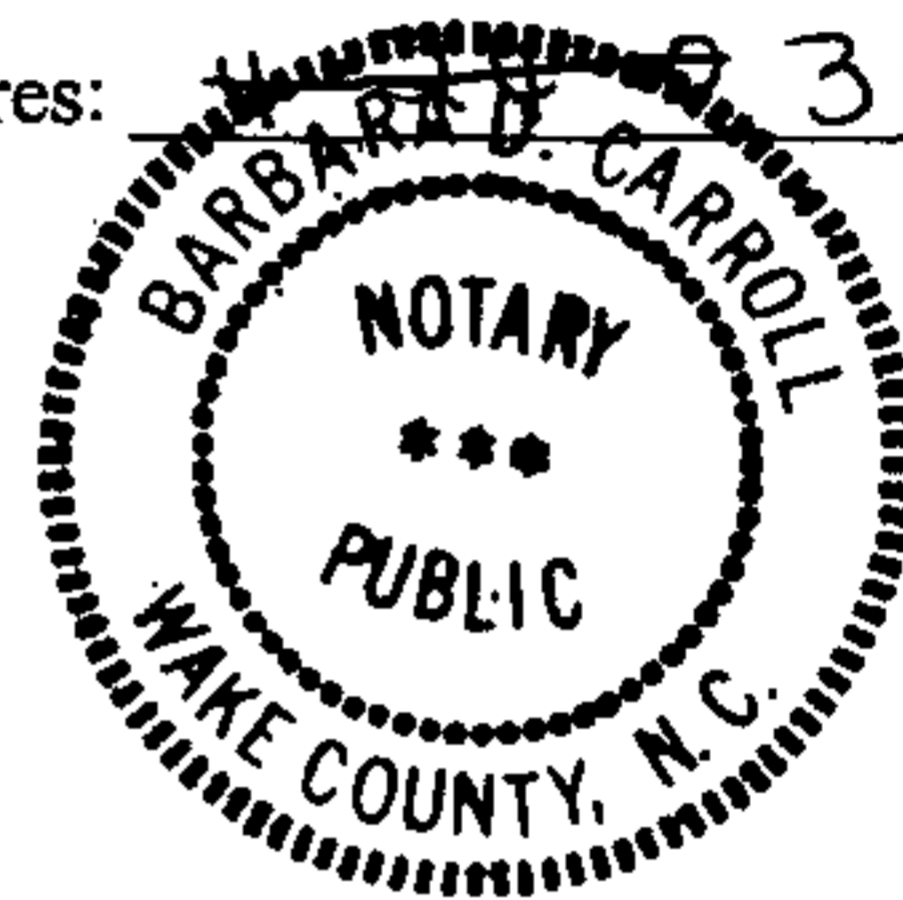
I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is manager of Renaissance Holdings, LLC, a North Carolina limited liability company and sole member and manager of **Porter's Neck Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 24th day of April, 2006.

Barbara D. Carroll

Notary Public

My commission expires:



(k)

EXHIBIT A

Lying and being in Harnett Township, New Hanover County, North Carolina, and being more particularly described as follows:

All of the real property shown and described on the map entitled "VINEYARD PLANTATION, PHASE SIX," recorded in **Map Book 49, Page 321** New Hanover County Registry, to which map reference is hereby made for a more particular description, and specifically including Lots 134-145, inclusive, Lots 153-159, inclusive; Lots 169-175, inclusive; and Lots 188-200, inclusive, of Vineyard Plantation, Phase Six, but specifically excluding those areas designated "Stormwater Pond," "Pond," "Public Drainage Easement," "Active Recreation Area" and "Passive Recreation Area" on said map and further specifically excluding the rights-of-way of public and private streets as they exist from time to time.



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 05/26/2006 12:00:30 PM
Book: RE 5027 Page: 1171-1174
Document No.: 2006029778
DECL 4 PGS \$20.00
Recorder: CRESWELL, ANDREA

State of North Carolina, County of New Hanover

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PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.**

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FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2006 JUL 19 03:29:35 PM
BK:5053 PG:1710-1715 FEE:\$24.00

INSTRUMENT # 2006040975

FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2006 MAY 26 12:00:30 PM
BK:5027 PG:1171-1174 FEE:\$20.00

INSTRUMENT # 2006029778

RETURN TO

FLETCHER LAW & ACCOUNTING

**DECLARATION SUBJECTING
PHASE SIX
TO THE RESTRICTIVE COVENANTS FOR
VINEYARD PLANTATION, PHASE TWO (THE PRESERVE)**

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

PORTER'S NECK VENTURES, LLC, a North limited liability company ("Declarant"), hereby declares that the property described on **Exhibit A** attached hereto and made a part hereof, is and shall hereafter be held, transferred, sold and conveyed subject to the **Restrictive Covenants For Vineyard Plantation, Phase Two (The Preserve)**, initially recorded in **Book 4679, Page 804**, New Hanover County Registry and re-recorded in **Book 4813, Page 554**, New Hanover County Registry and amended in **Book 4875, Page 4469**, New Hanover County Registry (the "Covenants"), which Covenants shall be appurtenant to and run with the property, by whomsoever owned.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized Manager, as of the date set forth in the notary acknowledgment below.

PORTER'S NECK VENTURES, LLC

By: RENAISSANCE HOLDINGS, LLC
Its Sole Member and Manager

By:
Thomas A. Saieed, Jr., Manager

RETURN TO

Prepared by Steve Saieed

* This instrument is being re-recorded to correct the Lot numbers set forth on Exhibit A, and to delete references to areas that are not designated on the recorded map that were inadvertently included in Exhibit A.

STATE OF NORTH CAROLINA – NEW HANOVER COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saied, Jr.**, personally appeared before me this day and acknowledged that he is manager of Renaissance Holdings, LLC, a North Carolina limited liability company and sole member and manager of **Porter's Neck Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 24th day of April, 2006.

Barbara D. Carroll

Notary Public

My commission expires:

~~3-31-07~~ 3-31-07

(sc)

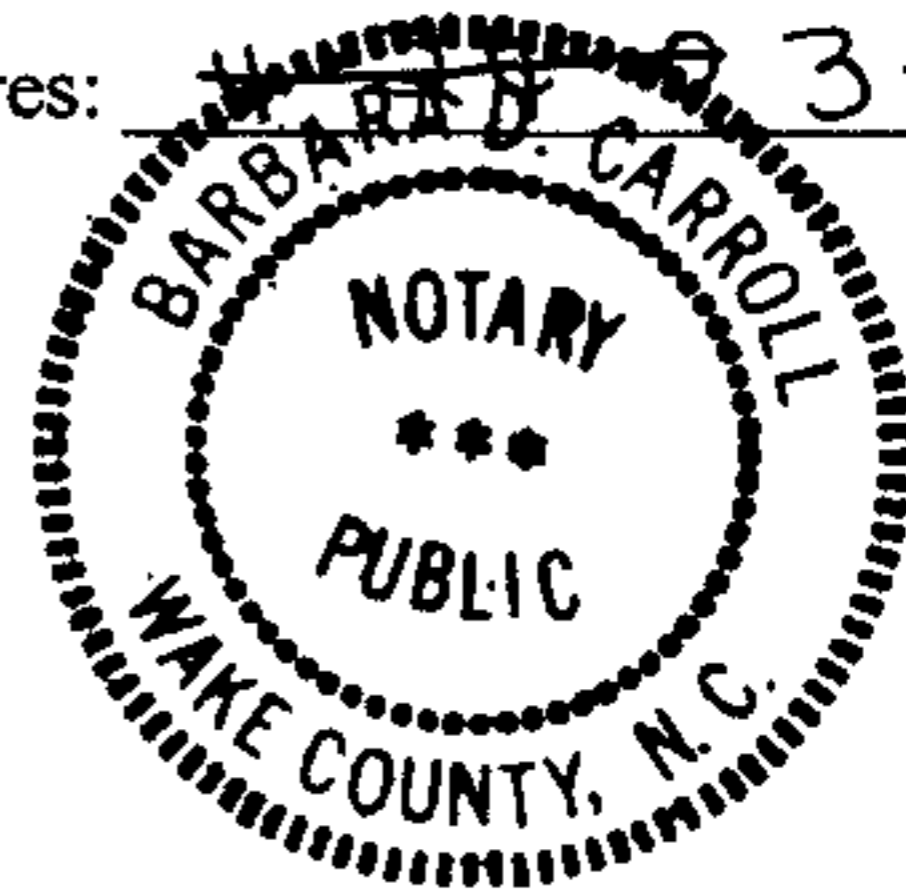


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**EXPLANATION STATEMENT TO CORRECT OBVIOUS MINOR ERROR(S)
MADE IN AN INSTRUMENT AS ORIGINALLY RECORDED**

RE: BOOK 5027
PAGE 1171

RECORDED IN THE NEW HANOVER COUNTY REGISTRY

NAMES OF ALL PARTIES TO THE ORIGINAL INSTRUMENT:

DECLARANT: Porter's Neck Ventures, LLC

STATE OF NORTH CAROLINA


COUNTY OF NEW HANOVER

I, the undersigned, the attorney who drafted the original instrument, hereby certify that the following corrections are made in the above-named recorded instrument in accordance with the provisions of G.S. 47-36.1 ratified June 30, 1986.

DESCRIPTION OF CORRECTION(S): This instrument is being re-recorded to correct the Lot numbers set forth on Exhibit A, and to delete references to areas that are not designated on the recorded map that were inadvertently included in Exhibit A.

This the 17th day of July, 2006.

FLETCHER, RAY & SATTERFIELD, L.L.P.

By:  (SEAL)
T. Michael Satterfield
Drafting Attorney



REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 07/19/2006 03:29:35 PM
Book: RE 5053 Page: 1710-1715
Document No.: 2006040975
CORR DOC 6 PGS \$24.00
Recorder: PHELPS, MICAH

State of North Carolina, County of New Hanover

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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized Manager, as of the date set forth in the notary acknowledgment below.

PORTER'S NECK VENTURES, LLC

By: RENAISSANCE HOLDINGS, LLC
Its Sole Member and Manager

By:
Thomas A. Saieed, Jr., Manager

RETURN TO

Prepared by Steve Saieed

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STATE OF NORTH CAROLINA – NEW HANOVER COUNTY

I, the undersigned, a Notary Public of said County and State, certify that **Thomas A. Saieed, Jr.**, personally appeared before me this day and acknowledged that he is manager of Renaissance Holdings, LLC, a North Carolina limited liability company and sole member and manager of **Porter's Neck Ventures, LLC**, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp and seal, this the 24th day of April, 2006.

Barbara D. Carroll

Notary Public

My commission expires:

~~3-31-07~~ 3-31-07

(sc)

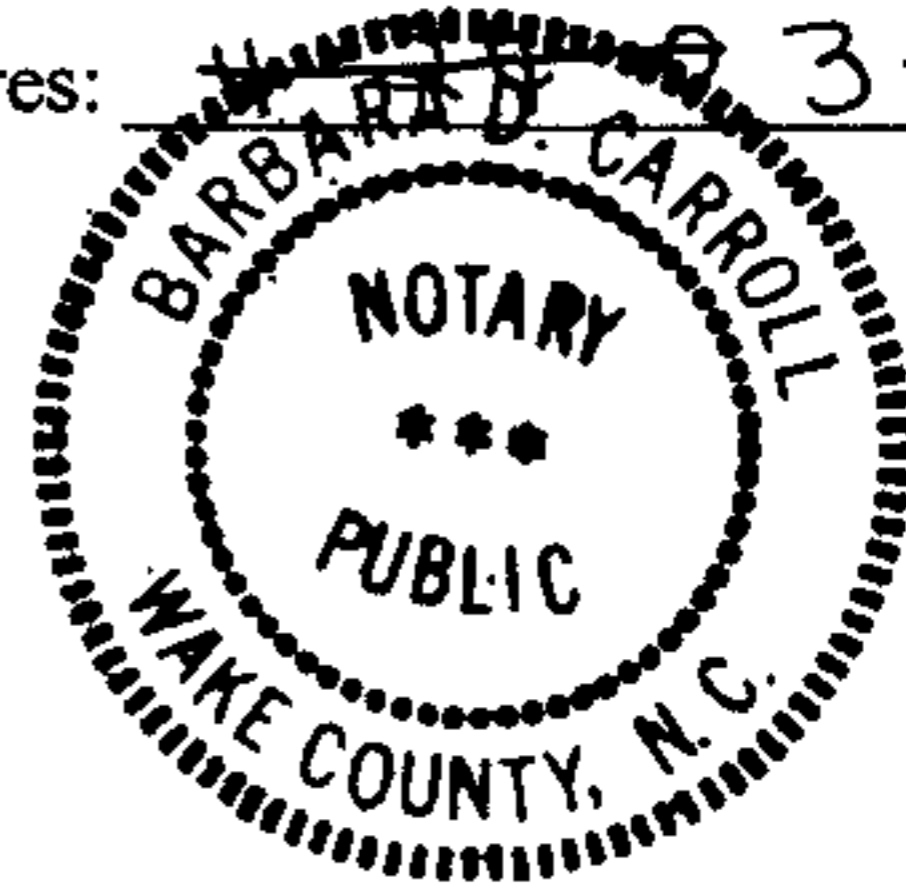


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By:  (SEAL)
T. Michael Satterfield
Drafting Attorney



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