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RECORDED & VERIFIED
COUNTY CLERK
REGISTER OF DEEDS
Raleigh, N.C.

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FOR

PURVIANCE

HOMEOWNERS ASSOCIATION

Returned To

Larry Beasley Jr. 777-8042

519628

**DECLARATION OF RESTRICTIONS
PURVIANCE**

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, BEASLEY ASSOCIATES, its successors and assigns (hereinafter "BA") North Carolina partnership, is the owner of all of the interest and equity in that certain tract of land known as PURVIANCE and it is the desire of the undersigned, to ensure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to ensure the same advantages to the other lot owners;

NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms, or corporations owning or hereafter acquiring any property in PURVIANCE, that all of the lots in said subdivision as shown upon a map recorded in Map Book 35 at Page 295, of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

FIRST. MEMBERSHIP: The Association shall have two classes of voting memberships:

Class A: Class A members shall be those Owners, with the exception of BA until its Class B membership has converted to Class A membership, who own lots within PURVIANCE. Each Class A member shall be entitled to one vote for each lot so owned.

Class B: The Class B member shall be BA and it shall be entitled to three (3) votes for each lot owned by it. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier: when the last lot is sold by declarant or on December 31, 2004

SECOND. RESIDENTIAL USE ONLY: All lots in said Subdivision shall be known as single-family residential lots, and shall be used for residential purposes only.

THIRD. SIZE OF STRUCTURES: Any dwelling erected on a lot shall contain at least 1800 square feet. The term "enclosed dwelling area" as used in this section shall mean the total enclosed area within a dwelling subject to heating and cooling; provided, that the terms specifically do not include garages, terraces, open porches, decks, stoops, and like areas regardless of heating or cooling. In cases where the square footage area is not more than ten percent (10%) below minimum above set out, Declarant may, at their option, approve the construction of the dwelling if it is in conformity with the general development of the subdivision.

A detached or attached garage for not less than two (2) cars must be constructed on each lot within the Subdivision at the time of construction of the primary dwelling located thereon.

FOURTH. DRIVEWAYS:

Driveways on each lot shall be constructed of concrete, brick, or exposed aggregate or other material approved by BA.

FIFTH. DETACHED STRUCTURES: All detached structures constructed on any lot in the Subdivision shall conform to the design and material specifications approved for the dwelling constructed thereon and shall be approved by BA.

SIXTH. EXTERIOR COMPOSITION: No concrete block, concrete brick, asbestos siding, aluminum siding, cinder block nor tar paper composition shall be used for the exterior of any dwelling constructed on any lot located in the Subdivision. All exterior siding and roof materials will be approved by BA. All homes shall have a front porch equal to 50% of front elevation.

SEVENTH. SETBACKS AND SIDELINES: Since the establishment of standard inflexible building setback lines for location of dwelling on lots tends to force construction of dwellings directly to the side of other dwellings with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these Restrictions. In order to assure, however, that the foregoing considerations are given maximum effect, BA reserves the absolute right to control and approve the site and location of any structure upon any lot. In any event, the following minimum setback lines, side lot lines and rear lot lines will be observed upon all lots:

20' front setback - 5' side lot lines - 30' rear lot line

Dwellings shall not be constructed with more than a 10' differential from adjacent dwellings front or rear setback lines without specific written approval of BA.

On corner lots, the side having the least frontage will be considered the front lot line of said lot.

EIGHTH. USES PROHIBITED: No lot located within the Subdivision shall ever be used for business, manufacturing, commercial or professional purposes, it being intended that all lots are restricted to residential use only.

An office will be permitted within the single family residence, but no extensive vehicular traffic will be permitted to enter or exit the subdivision as a result of the office function.

NINTH. TEMPORARY STRUCTURES: No house trailer, mobile home, tent, shack, garage, prefabricated, premanufactured or temporary structure of any nature, shall be located on any lot or used at any time as a dwelling, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

TENTH. FENCING AND SODDING:

(a) BA reserves the right, in its sole discretion, to approve all fencing plans for any lot in the Subdivision. Any owner of any lot who desires to erect a fence thereon must first submit a perimeter plan for said fencing, along with the specifications on materials and design to BA and obtain BA's approval prior to the beginning of construction of said fence.

(b) All front areas of the dwelling will be sodded, sprinkled and landscaped to extend as a minimum distance to the rear corners of the dwelling. Any exceptions will be approved by BA. All landscaped plans for these areas will be submitted as only approved by BA.

ELEVENTH. SIGNS: No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot, except that one sign, not to exceed five (5) square feet in area, may be used to advertise a completed dwelling for sale. No "For Sale" signs are allowed on any unimproved lot with the exception of the declarant may have a "For Sale" sign on unimproved lots. This covenant shall not apply to signs erected by BA used to identify and advertise the Subdivision as a whole, by a contractor for an item of work being performed on a given lot, or by a bank or mortgage banks advertising that it has provided the financing for said construction during construction only.

TWELFTH. FUEL TANKS, STORAGE RECEPTACLES, ETC: No fuel tanks or similar storage receptacles located on any lot may be exposed to public view. Any such receptacles must be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

THIRTEENTH. SATELLITE DISHES, ETC.: No television antennas, or television or radio satellite dishes are allowed on any lot in the subdivision. However, radio antennas may be erected with specific permission of BA. Also, digital T.V. dishes are allowed with approval by BA for location.

FOURTEENTH. ANIMALS, NUISANCES, ETC.:

(a) No noxious or offensive activity shall be carried on or maintained on any lot or part of any lot, nor shall any use be made of any portion of said property which may be or may become an annoyance or nuisance to the neighborhood.

(b) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the subdivision, except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family.

Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose of these provisions to restrict the use of any lot so that no person shall quarter on said lot cows, horses, bees, hogs, sheep, goats, guinea fowls, chicks, geese, rabbits, chickens, turkeys, skunks, snakes, or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) household pets will be permitted on any lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house, except for cats. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

(c) Unsightly inoperative junk cars, equipment, materials and like exposures cannot be maintained on the property either prior to or after the residence has been erected on any lot.

(d) Basketball goals, vegetable gardens and clotheslines must be out of sight visibally from the front of dwelling and shielded by an approved privacy fence or approved screening.

FIFTEENTH. CONSTRUCTION APPROVALS:

(a) All building plans for any structure to be constructed in the Subdivision shall be approved by BA prior to the beginning of construction. Front, rear and side elevations, together with specifications on the exterior siding, windows, doors, roofing and exterior colors must first be submitted to BA for review and approval prior to the beginning of construction, to include sitework.

(b) Landscaping shall be approved by BA prior to any landscaping being done. Plans submitted for approval shall include a site plan with lot lines, building outlines, driveways and parking areas. Identification of trees to be removed (with a caliper of 5" or more on hardwoods, and a caliper of 12" or more on pines) is required. Trees within 10' of the perimeter boundaries of any building shall be unregulated. Landscaping plans shall include sufficient cover to screen trash receptacle areas, and shall provide visual breaks to the building foundation.

Undergrowth may be cleared from any lot.

(c) All trash and debris shall be cleaned from the site within thirty (30) days after completion of the main structure on any lot. During construction, trash and debris shall be removed from the site to prevent unsightly accumulations and the resulting spread thereof to adjacent property. Dumpsters or fenced areas shall be required for the placing of loose trash and debris. Dumpsters shall not be placed within any street right of way. Upon a lot owner's failure to collect and dispose of such trash and debris within (30) days after receipt of written notice from BA, BA may collect and dispose of same at the lot owner's expense.

(d) Developer may appoint a committee to assist it in the review of plans and specifications hereunder. After all lots in the Subdivision have been sold and closed, all of Developer's responsibilities for such approvals will be turned over to a committee appointed for such purpose by PURVIANCE Homeowners Association.

(e) No structure, planting or other material may be placed in such a manner or location as to impede the installation and maintenance of utilities and drainage facilities, unless the location and manner of use thereof has been first approved in writing by the Developer.

SIXTEENTH. PARKING PROHIBITED: No boats, trailers, campers, motorcycles, travel trailers, or other type of recreational vehicle may be parked or stored on any of the common areas or the street right of way in the Subdivision. Neither, will these vehicles be allowed on a dwelling site, except to be parked in an attached or detached garage.

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SEVENTEENTH. EASEMENTS AND MAINTENANCE:

(a) Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat of PURVIANCE. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residence. BA reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot, and in the event that the Buyer or Purchaser of any lot within the said subdivision breaches this restriction, BA reserves the right to enter upon said lot and mow the grass, clean up the lot and remove unsightly structures and objects, at the owner's expense. It will be the responsibility of the Purviance Homeowners Association for the maintenance and upkeep of all drainage easements and public utility easements.

All maintenance required hereunder shall also include that area from the lot line to paved streets and any easements that traverse any portion of the lot.

(b) The general grading, slope and drainage plan of a lot may not be altered without the express written approval of BA and New Hanover County and other appropriate agencies having authority to grant such approval.

(c) Each lot owner shall maintain the exterior of all buildings, fences, walls and other improvements on his lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

EIGHTEENTH. UTILITY EASEMENTS RESERVED: BA reserves the right to subject the real property in this Subdivision to a contract with Carolina Power and Light Company for the maintenance of underground electric cables and/or the installation of street lighting, either or both of which may require a continuing monthly payment to Carolina Power and Light Company by PURVIANCE Homeowner's Association.

NINETEENTH. POST AND PAPER BOXES: Each lot in the subdivision shall have only one (1) mailbox and one (1) paper box to be mounted on a single post. The mailboxes will be purchased from a supplier designated by the developer. All mailboxes will be the same design and color. The cost of the entire mailbox and post unit will not exceed \$170.00.

TWENTIETH. WATER AND SEWER:

(a) All water to be used in said subdivision for domestic purposes shall be obtained from the Community Water System, unless other sources are approved by the City-County Board of Health and the owner of the Community water system, or their successors. Lot owners may, however, drill shallow wells for irrigation purposes and for non-domestic usage. An eight (8) foot radius from each water meter shall be an easement for maintenance and repair of such meter. Additionally, the front 10 feet of each lot is hereby reserved for utility easements.

The Developer hereby grants an easement to the Community water company along all streets and roads in the subdivision for the purpose of installing, maintaining, repairing and replacing water lines.

(b) Sewage disposal shall be only into the New Hanover County sewage collection system.

TWENTY-FIRST. OWNERS ASSOCIATION: To provide for the maintenance, repair, upkeep and replacement of the private streets, street signs, walkways and other amenities, and common areas, BA has formed PURVIANCE Homeowners Association, a non-profit corporation organized pursuant to Chapter 55A of the General Statutes of North Carolina. The Association shall be responsible for providing any necessary liability insurance. The Articles of Incorporation for said corporation are recorded in Book 2355 at Page 554 of the New Hanover County Registry. The By-Laws for said corporation are incorporated herein by reference.

Every owner of a fee simple title to a lot within the development shall be deemed to own, possess and have accepted:

(a) The membership(s) in the PURVIANCE Homeowners Association appurtenant to his lot(s);

(b) An undivided equal interest with all other owners, for each membership in the Association owned, in the Association and all of its assets;

(c) An easement of enjoyment, equal to that of all other owners, in and to the common areas and amenities, subject to the right of the Association to dedicate or transfer all or any part of the common areas and amenities, for such purposes and subject to such conditions as the Association may determine, acting by and pursuant to the provisions of its duly enacted By-Laws.

(d) The duty of complying with and abiding by all of the provisions of these Articles, the By-Laws of the Association and the Rules and Regulations of the Association, including the payment of dues and assessments as provided elsewhere herein.

TWENTY-SECOND. LIENS AND ASSESSMENTS: The Association has heretofore been given the authority to administer the operation and management of the common areas and the amenities, of the property, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all lots subject hereto to properly administer the operation and management of the common areas and amenities, the Association will incur, for the mutual benefit of all the owners of such lots, cost and expenses sometimes herein referred to as "common expenses". To provide the funds necessary for such proper operation, management and capital improvement, the Association has heretofore been granted the right to make, levy and collect assessments to pay the costs and expenses for the operation of, the management of, and for capital improvements to the common areas, which for the purpose of these By-Laws shall be deemed to include, but not be limited to, the common areas and amenities, and all other improvements, the following shall be operative and binding upon the owners of all lots:

(1) The owner of any lot subject hereto by acceptance of a Deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (i) annual assessments or charges; and
- (ii) special assessments for capital improvements or special assessments as established by the Board of Directors of the Association, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with the interests, costs, and reasonable attorney's fees, if any, shall be a charge on the lots and shall be a continual lien upon each lot against which they are levied. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who is the owner of such lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to any successor in title unless expressly assumed by him.

(2) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the property and in particular for the maintenance, repair and replacement of all common areas, amenities and streets.

(3) The annual assessments for each calendar year shall be established by the Board of Directors, and may be increased by the Board of Directors for any calendar year without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year. The maximum annual assessment for any calendar year may be increased without limit by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting called for this purpose.

(4) In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement to the common areas, streets and amenities, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of the members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed to the uniform rate for all lots and may be collected on a monthly basis.

(5) Written notice of any meeting called for the purpose of taking any action authorized under (4) shall be sent to all members not less than (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(6) The annual assessments provided for herein shall be collected on a yearly basis and shall commence as to all lots ^{sold} within a particular subdivision on the first day of the thirteenth month following recordation of the Declaration of Restrictions for said subdivision. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

(7) Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum from the date due until paid. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot and interest, costs, and reasonable attorney's fee of such action or foreclosure shall be added to the amount of such assessment.

(8) The lien herein granted unto the Association shall be enforceable from and after the time of recording a claim of lien in the public records of New Hanover County, North Carolina, which claim shall state the description of the lot encumbered thereby, the name of the record owner, the amount due and the date when due. The claim of lien shall be recordable any time after default and the lien shall continue in effect until all sums secured by said lien as herein provided shall have fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien provided for herein shall be

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subordinated to the lien of any first mortgage or Deed of Trust and any person, firm, corporation, or other entity acquiring title to any lot by virtue of any foreclosure, deed in lieu of foreclosure or judicial sale, shall be liable and obligated only for assessments as shall accrue and become due and payable subsequent to the date of acquisition of such title, and it shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of the acquisition of title to a lot by foreclosure, deed in lieu of foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all lots as a part of the common expenses, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

(9) Upon the sale of seventy-five percent (75%) of the lots in PURVIANCE, BA will turn over control of the owners association to the Board of Directors to be elected by the membership in accordance with the By-Laws of the Association. Until such time, however, BA shall appoint the Board of Directors of the Association.

TWENTY-THIRD. INVALIDATION: Invalidation of any one of these covenants by judgements or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

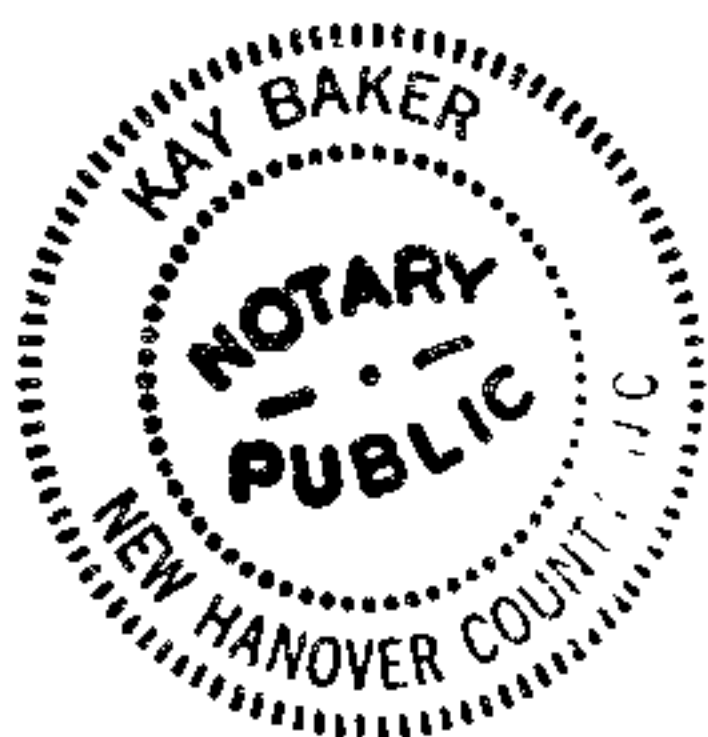
TWENTY-FOURTH. VIOLATION: If the parties hereto, or any of them, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said PURVIANCE to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

TWENTY-FIFTH. VALIDITY: All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of BA for a period of twenty (20) years from the date hereof after which time all said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by the owners of a majority of the lots (not including mortgagees or trustees under deeds of trust) substantially affected by such changes in covenants, has been recorded, agreeing to change said covenants in whole or in part.

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TWENTY-SIXTH. DEVELOPER'S RIGHT TO AMEND: Developer shall have the right, at any time prior to December 31, 2004, to amend these Restrictions, in whole or in part, without the consent or joinder of any owner of any lot in said Subdivision.

IN TESTIMONY WHEREOF, BA has caused this instrument to be signed in its name by its partners this 29 day of April, 1998.



BEASLEY ASSOCIATES

By: Leroy Beasley, Jr. (SEAL)
Leroy Beasley, Jr. General Partner

By: Sondra A. Beasley (SEAL)
Sondra A. Beasley, General Partner

North Carolina
New Hanover County

I, Kay Baker, a Notary Public for said County and State, do hereby certify that Leroy Beasley, Jr. and Sondra A. Beasley general partners of Beasley Associates personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29 day of April, 1998

Kay Baker
Notary Public

My commission expires 2/05/2001

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**BY-LAWS
OF
HOMEOWNERS ASSOCIATION-PURVIANCE**

ARTICLE I.

General Provisions

SECTION 1 - IDENTITY: These are the By-Laws of the Homeowners Association- PURVIANCE a nonprofit corporation organized pursuant to the laws of the State of North Carolina; the Articles of Incorporation for which have been recorded in Book 2355, at Page 554, in the Office of the Register of Deeds of New Hanover County, North Carolina.

SECTION 2 - INCORPORATION: The provisions of these By-Laws supplement and are enacted pursuant to the provision of the above referenced Articles of Incorporation and are applicable to the record owners of lots located upon or within that certain development of real property known as Purviance, as shown upon a map thereof recorded in Map Book 35, at Page 295, of the New Hanover County Registry.

SECTION 3 - APPLICATION: These By-Laws shall, in conjunction with the above referenced Articles of Incorporation govern the affairs, rights, privileges, duties and obligations of the Association, all owners, the Developer, all mortgagees, beneficiaries under Deed of Trust, Lessees and occupants of all lots subject hereto, their employees and all others who may use or enjoy any of the property subjected hereto, and the acceptance of a Deed for or conveyance of, or the succeeding title to, or the entering into a lease for, or the actual occupancy of, or use of a lot, the common areas, streets, and amenities, or any of the improvements thereon by any of the above shall constitute an acceptance by the same of the provisions of these By-Laws; the Rules and Regulations enacted pursuant hereto and the provisions of the herein above referenced Articles, and an agreement to comply and abide by the same.

SECTION 4 - PRINCIPAL OFFICE: The principal office of the Association and of the Board of Directors shall be located at 19 N. 5th Street, Wilmington, New Hanover County, North Carolina 28401.

ARTICLE II.

Membership

SECTION 1 - IDENTIFICATION: The Association shall have two classes of voting memberships:

Class A. Class A members shall be those Owners, with the exception of BA until its Class B membership has converted into Class A membership, who own lots within PURVIANCE Each Class A member shall be entitled to one vote for each lot so owned.

Class B. The Class B member shall be BA, and it shall be entitled to three (3) votes for each lot owned by it. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier: (a) when the last lot is sold by declarant or on December 31, 2004.

SECTION 2 - RECORDS: The Secretary of the Association shall maintain at the principal office of the Association a register of all of the current owners of memberships in the Association and the mailing address of each owner and of all mortgagees or beneficiaries under Deeds of Trust of all such lots.

SECTION 3 - VOTING RIGHTS: If a membership is owned by one (1) person his right to vote shall be established by the record title to his lot. If a membership is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for such membership shall be designated by a certificate signed by all of the record owners of such membership and filed with the Secretary of the Association. If a membership is owned by a corporation, the person entitled to cast the vote for that membership shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or the Assistant Secretary of such corporation and filed with the Secretary of the Association. If a membership is owned by a partnership, whether general or limited, or a joint venture, the certificate designating the voting member shall be signed by all partners or joint venturers, as the case may be. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change occurs in the ownership of the membership concerned. A certificate designating the person entitled to cast the vote of a membership may be revoked by any owner of such membership. If such a certificate is not on file, the vote of such membership shall not be considered in determining the requirements for a quorum nor for any other purposes under these By-Laws.

SECTION 4 - MORTGAGEES AND TRUSTEES UNDER DEEDS OF TRUST: In the event that any such lot is conveyed by mortgage or by Deed of Trust, then the rights, duties, obligations, powers and privileges appurtenant to the membership appurtenant to such lot shall be exercised by the owner of the equity in the lot, and not by the mortgagee under any mortgage or the trustee or beneficiary under any Deed of Trust against such lot.

SECTION 5 - ANNUAL MEETINGS: Subject to the provisions of Article VI of these By-Laws, the annual meetings of the Association shall be held on the last Saturday in November of each year unless such date shall occur on a legal holiday, in which event, the meeting shall be held on the next succeeding business day. The purpose of the annual meeting shall be for the election of the Directors of the Association for the succeeding year and for the transaction of any and all business of the Association as may properly come before the meeting.

SECTION 6 - SPECIAL MEETINGS: It shall be the duty of the President to call a special meeting of the membership if so directed by resolution of the Board of Directors or upon a petition calling for a special meeting presented to the Secretary of the Association and signed by at least twenty-five percent (25%) of the owners of memberships in the Association. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 7 - NOTICE OF MEETINGS: The Secretary shall mail to each owner of a membership in the Association notice of each annual or special meeting of the membership at least ten (10) days but not more than sixty (60) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held. Said notice shall be mailed to the address which the owner of each membership has designated to the Secretary and maintained by the Secretary on his current register of owners. The mailing of a notice of a meeting in the manner provided in this section shall be considered service of notice.

SECTION 8 - ADJOURNMENT OF MEETINGS: If any meeting of the membership cannot be held because a quorum has not attended, a majority of the membership who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not more than forty-eight (48) hours from the time the original meeting was called.

SECTION 9 - QUORUM: A quorum at all membership meetings shall consist of persons representing and entitled to cast the vote appurtenant to at least fifty-one percent (51%) of the memberships in the Association. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the membership, except when approval by a greater number of members is required by the Declaration, these By-Laws or by law; but those present at any meeting, though less than a quorum, may adjourn said meeting to a future time.

SECTION 10 - PROXIES: The vote appurtenant to each membership may be cast by the person designated as entitled to cast such vote by proxy. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner of the membership to which said vote is appurtenant. Such proxy shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of such meeting.

SECTION 11 - PLACE OF MEETINGS: Meetings of the Association's membership shall be held at the principal office of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

SECTION 12 - ORDER OF BUSINESS: The order of business at all meetings of the Association shall be as follows: (a) roll call; (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of Board of Directors, if necessary; (h) unfinished business; and (l) new business.

ARTICLE III

Board of Directors

The property, affairs and business of the Association shall be managed by the Board of Directors; provided, however, that the provisions of this Article are subject to the provisions of Article VI of these By-Laws.

SECTION 1 - NUMBER, TERM OF OFFICE AND QUALIFICATIONS:

The number constituting the Board of Directors shall be three (3). Each Director shall continue in office until the annual meeting of the membership held next after his election and until his successor shall have been elected and qualified or until his death or until he shall resign or shall have become disqualified or removed from office. Directors need not be residents of PURVIANCE provided, however, that each Director shall be an owner or spouse of an owner in one of the developments subject hereto and in the case of partnership owners, shall be a member or employee of such partnership, and in the case of corporate owners, shall be an officer, shareholder, or employee of such corporation, and in the case of fiduciary owners, shall be the fiduciary, or an officer or employee of such fiduciary.

SECTION 2 - APPOINTMENT OF DIRECTORS:

Subsection 2.1: Upon the sale of seventy-five percent (75%) of the lots in Purviance, BA will turn over control of the owners association to the Board of Directors to be elected by the membership in accordance with the By-Laws of the Association. Until such time, however, BA shall appoint the Board of Directors of the Association.

Subsection 2.2: Except for the Board of Directors, which is appointed as stated in Subsection 2.1 above: (a) election of Directors shall be held at the annual meeting of the membership; (b) nominations for Directorships shall be made from the floor by the membership or by the Board of Directors; © the election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person representing a membership entitled to vote being entitled to cast one (1) vote for each of as many nominees as there are Directorships to be filled. There shall be no cumulative voting.

SECTION 3 - REMOVAL OF DIRECTORS: Except for the first Board of Directors, which is appointed in the Articles of Incorporation, and subject to the provisions of Article VII hereof, any Director may be removed by concurrence of two-thirds (2/3rds) of the votes of the membership of the Association present at a special meeting of the membership called for the consideration of such removal. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

SECTION 4 - ORGANIZATIONAL MEETING: The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

SECTION 5 - REGULAR MEETINGS: Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by personal delivery, mail or telegram, at least five (5) business days prior to the day named for such meetings.

SECTION 6 - SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President of the Association on five (5) business days notice to each member of the Board of Directors, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notices on the written request of any member of the Board of Directors.

SECTION 7 - WAIVER OF NOTICE: Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all of the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 8 - QUORUM: At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at such a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called, may be transacted without further notice.

SECTION 9 - COMPENSATION: No member of the Board of Directors shall receive any compensation from the Association for acting as such.

SECTION 10 - JOINDER IN MEETING BY APPROVAL OF MINUTES: The joinder of a Director in the action of a meeting by signing and concurring with the minutes of that meeting shall constitute the presence of such Director at such meeting for the purpose of determining a quorum.

SECTION 11 - PRESIDING OFFICER AT DIRECTORS' MEETINGS: The presiding officer of a Directors' meeting shall be the President of the Association. In the absence of the presiding officer, the Directors present shall designate one (1) of their number to preside.

SECTION 12 - ORDER OF BUSINESS AT DIRECTORS' MEETINGS: The order of business at Directors' meetings shall be: (a) the calling of the roll; (b) the proof of due notice of the meeting; (c) reading and disposal of any unapproved minutes; (d) the reports of officers and committees; (e) the election of officers; (f) unfinished business; and (h) adjournment.

SECTION 13 - POWERS AND DUTIES: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association except such powers and duties as by law or by these By-Laws may not be delegated to the Board of Directors by the membership of the Association. The powers and duties to be exercised and performed by the Board of Directors shall include, but not be limited to, the following:

- a. the operation, care, upkeep and maintenance of the streets, common areas and amenities, and the improvements thereon;
- b. the determination of the amounts required for the operation, maintenance, care and upkeep of the streets, common areas and the amenities, and the improvements thereto, and the amounts required for the general operation of the Association;
- c. the levying and collection of the assessments from the membership owners;
- d. the employment and dismissal of personnel as necessary for the efficient maintenance of the development and operation of the Association;
- e. the adoption and the amendment of rules and regulations governing the operation of the Association and the use and enjoyment of the streets, common areas, and amenities;
- f. the opening and maintaining of bank accounts on behalf of the Association and designating the signatories requirements thereof;
- g. the purchasing, leasing or otherwise acquiring in the name of the Association or its designee, corporate or otherwise, on behalf of all members of the Association, lots offered for sale or lease;

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h. the purchasing of lots at foreclosure or other judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of the membership;

i. the selling, conveying, leasing, mortgaging of, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with the lots acquired by, and subleasing lots by the Board of Directors on behalf of the membership of the Association;

j. the organizing of the corporation to act as designee of the Board of Directors in acquiring title to or leasing lots by the Board of Directors on behalf of the membership of the Association;

k. the purchasing and maintaining of insurance for the streets, common areas and amenities, and the improvements thereto pursuant to the provisions of these By-Laws;

l. the making of repairs, additions and improvements to, or alterations of, the property, and repairs to and restoration of any property belonging to the Association, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

m. the appointing of committees to be composed of members of the Association to aid in governance of the Association in such numbers and for such specific purposes as the Board may determine necessary and proper;

n. the adoption of a seal for the Association;

o. the enforcing of the obligations of the members of the Association, allocating income and expenses of the Association and doing anything and everything else necessary and proper for the sound management of the Association;

p. the levying of fines or expenses against the members of the Association, allocating income and expenses of the Association;

q. adjusting and settling claims under insurance policies obtained pursuant to the By-Laws and executing and delivering releases on settlements of such claims on behalf of all lot owners, all holders of mortgages, Deeds of Trust or other liens on the lots and all owners of any interest in the property;

r. employ or engage a manager, an independent contractor, attorney or accountant or such other employees and agents as they deem necessary, and to prescribe their duties. Provided, however, any such person so hired shall serve only at the pleasure of the Board of Directors hiring him, and no Board of Directors shall have the authority to bind any succeeding Board of Directors to any such contract.

SECTION 14 - LIABILITY OF THE BOARD OF DIRECTORS: The members of the Board of Directors shall not be liable to the Association or any of its members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The members of the Association indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Articles of Incorporation, or these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any member of the Association arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be limited to such proportions of the total liability thereunder as his interest in the Association bears to the interest of all members of the Association in the Association. Every agreement made by the Board of Directors on behalf of the Association shall provide that the members of the Board of Directors are acting only as agents for the Association and shall have no personal liability thereunder (except as members of the Association), and that each member of the Association's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Association bears to the interest of all members in the Association.

SECTION 15 - FIDELITY BONDS: The Board of Directors shall obtain adequate fidelity bonds for all officers and employees of the Association. The premiums on such bonds shall constitute an expense of operating the affairs of the Association.

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Officers

SECTION 1 - DESIGNATION: The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and Assistant Secretaries, and other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors. All other officers need not be members of the Board of Directors or of the Association.

SECTION 2 - ELECTION OF OFFICERS: Officers shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors and until their successors are elected.

SECTION 3 - REMOVAL OF OFFICERS: Upon the affirmative vote of a majority of the members of the Association or members of the Board of Directors, any officer may be removed, either with or without cause; and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

SECTION 4 - PRESIDENT: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the membership and at all of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the Business Corporation Laws of the State of North Carolina, including, but not limited to, the power to appoint from among the membership any committee which he deems appropriate to assist in the conduct of the affairs of the Association.

SECTION 5 - VICE PRESIDENT: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President or Vice President is able to act, the Board of Directors shall appoint some other member of the

Board of Directors to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

SECTION 6 - SECRETARY: The Secretary shall keep the minutes of all meetings of the membership and the Board of Directors; he shall have charge of all books, papers, accounts and records of the Board of Directors as the Board of Directors may direct; and he shall, in general, perform all of the duties incident to the office of Secretary of a corporation organized under the Business Corporation laws of the State of North Carolina.

SECTION 7 - TREASURER: The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all of the duties incident to the office of Treasurer of a corporation organized under the Business Corporation laws of the State of North Carolina.

SECTION 8 - COMPENSATION: No officer shall receive any compensation from the Association for acting as such. However, the Board of Directors may appoint a manager to handle the day to day affairs of the Association, and may establish a rate of compensation and salary for said manager.

SECTION 9 - EXECUTION OF INSTRUMENTS: All instruments, including, but not limited to, agreements, contracts, Deeds or leases of the Association shall be executed in the name of the Association by the President, Vice President or Assistant Vice-President and attested to by the Secretary or Assistant Secretary of the Association. All checks of the Association are to be executed by such person or persons as may be designated by the Board of Directors.

ARTICLE V

Operation of the Association

SECTION 1 - RULE MAKING: The Board of Directors shall promulgate and establish, pursuant to the provisions set out hereinbelow, reasonable rules and regulations governing the use, enjoyment, maintenance, repair of and additions or alterations to the streets, common areas and amenities, and the improvements thereon.

Subsection 1.1 - PROCEDURES: The Board of Directors or a rule making committee specifically appointed by the President, shall formulate reasonable rules and regulations, or amendments or modifications thereto, to be proposed to the membership of the Association. Such proposals may be considered by the

membership of the Association for adoption either at the annual meeting of the membership or at a special meeting of the membership called by the President specifically for the consideration of the adoption of such proposals. All such proposals shall be stated in writing and sent to the owners of the memberships in the Association in any notice of the special meeting called for the consideration thereof, or at least fifteen (15) days prior to the annual meeting of the membership of the Association at which they will be considered. At such meeting such proposed rules and regulations shall be considered new business of the Association. In order to be adopted as rules and regulations, amendments or modifications thereof, of the Association such proposed rules and regulations must receive assent from two-thirds (2/3rds) of the votes of the entire membership of the Association present in person or by proxy at such meeting.

Subsection 1.2 - AMENDMENT, MODIFICATION, ADDITIONS OR

REPEAL: In addition to the above, any member of the Association may propose a modification, amendment, addition to or repeal of any and all rules and regulations of the Association by stating the same in writing to the Board of Directors. If any such member shall have obtained to such proposal the signatures of at least twenty-five percent (25%) of the membership owners in the Association, then the Board of Directors shall submit such proposal to the Association at the next annual meeting of the Association for consideration or at a special meeting of the Association called pursuant to a request therefore made in such proposal when submitted to the Board of Directors. Adoption of any such proposal shall be as stated in Subsection 1.1 hereinabove.

Subsection - PROHIBITIONS: No rule or regulation, nor amendment, modification, addition to or repeal of any or all of the rules of the Association shall discriminate against any lot owner or against any lot or group of lots unless the owners thereof so affected shall consent in writing; nor shall any of the above change any lot nor the common areas and amenities, nor shall any of the above increase any owner's share in the common expenses of the Association nor change the voting rights of any member unless the owner of the membership appurtenant to the lot so affected and all record owners of liens thereon shall join in the execution of such rule, regulation, amendment, modification, addition to or repeal of the same.

Subsection 1.4 - RECORDING: A copy of all rules and regulations or amendments, additions, modifications to or repeals of rules and regulations of the Association shall be certified by the President and Secretary of the Association as having been duly adopted by the Association and shall be effective from the date the same is recorded in the office of the Register of Deeds of New Hanover County, North Carolina.

SECTION 2 - INSURANCE: The Board of Directors shall be required to obtain and maintain, to the extent possible, the following insurance:

Subsection 2.1 - FIRE INSURANCE: with extended coverage, vandalism and malicious mischief endorsements, insuring all improvements upon the street, common areas and the amenities, and covering the interests of the Association, the Board of Directors, and all owners and their mortgagees or beneficiaries under Deeds of Trust, as their respective interest may appear, in an amount at least equal to the full replacement value of all structures insured, without deduction for depreciation; each of said policies shall contain a North Carolina standard mortgage clause in favor of each mortgagee or beneficiary under a Deed of Trust of a lot which shall provide that the loss, thereunder shall be payable to such mortgagee or beneficiary under Deed of Trust as its interest may appear; subject, however, to the loss payment provisions in favor of the Board of Directors hereinafter set forth.

Subsection 2.2 - FLOOD INSURANCE: covering all of the lots when required or deemed necessary.

Subsection 2.3 - PUBLIC LIABILITY INSURANCE: in such limits as the Board of Directors may, from time to time, determine covering each member of the Board of Directors, each officer of the Association, the Association and each owner of a lot; such public liability coverage shall also cover cross-liability claims of one insured against another.

Subsection 2.4: Such other insurance as the Board of Directors may determine is necessary for the protection of the development, the Association, its Directors, officers and members.

Subsection 2.5 - PREMIUMS: The premiums for all such insurance shall be an annual expense of the Association, and as such, shall constitute a portion of the annual assessment to be levied against each member of the Association pursuant to the provisions of these By-Laws.

Subsection 2.6 - ADJUSTMENT FOR LOSS: All such insurance policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors.

Subsection 2.7 - WAIVERS, CANCELLATIONS, MODIFICATIONS, RENEWALS: All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or other insurance or of invalidity arising from any acts of the insured and of prorata reduction of liability, and shall

provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all insureds, including all mortgagees and beneficiaries under Deeds of Trust. Duplicate originals of all policies of physical damage insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees or beneficiaries under Deeds of Trust at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the common areas, the amenities, and all improvements thereon, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant hereto.

Subsection 2.8 - OWNER'S INSURANCE: The owners of lots shall not be prohibited from carrying other insurance for their own benefit provided that such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any lot owner.

Subsection 2.9 - INITIAL MINIMUM AMOUNTS: Until the first regular meeting of the Board of Directors following the first annual meeting of the membership of the Association, the Board of Directors shall obtain and maintain all such insurance in the following amounts:

- a. Fire insurance in an amount of not less than \$100,000.00 for the street, common areas, the amenities, and the improvements thereon;
- b. Public liability insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) covering all claims for personal injury arising out of one occurrence, and not less than One Hundred Thousand Dollars (\$100,000.00) covering all claims for property damage arising out of one occurrence.

Subsection 2.10 - REPAIR OR RECONSTRUCTION AFTER CASUALTY: In the event of damage to or destruction of any or all of the streets, common areas and amenities, and/or improvements to the common areas as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of all damaged improvements. The Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the net insurance proceeds received by or payable to the Board of Directors shall constitute a common expense of the Association.

In the event of a repair or restoration of the improvements to the property and in the event that the net proceeds of insurance received by or payable to the Board of Directors shall exceed the cost of such repair or restoration, then such excess shall be held by the Association in its Capital Improvement account.

Whenever in this Subsection the words "promptly repair" or "prompt repair" are used, it shall mean repairs are to begin not more than sixty (60) days from the date of receipt of the Board of Directors of proceeds of insurance on account of such damage or destruction, whether or not sufficient to pay the estimated costs of such work. Wherever the words "promptly resolve" are used hereinabove, it shall mean not more than sixty (60) days from the date the Board of Directors notifies the interested members of the Association that it holds proceeds of insurance on account of such damage or destruction and that such proceeds are not sufficient to pay the estimated costs of such work, as the case may be.

SECTION 3 - MAINTENANCE: The Board of Directors shall provide for the upkeep, care, preservation, protection and maintenance of the streets, common areas, amenities, and the improvements thereon, as follows:

- a. repair and repave, when necessary, all pavements existing upon the streets and other common areas;
- b. upkeep, maintain and preserve all grasses, lawns, trees, shrubs, gardens and other vegetation maintained upon the common areas; and
- c. repair, reconstruct, repaint, and maintain any and all other improvements, of whatever nature, made to the common areas and amenities.

Subsection 3.1 - RIGHT OF ACCESS: For the purpose solely of performing all of the above described maintenance, etc., the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to any and all owners concerned to enter upon any lot, at any reasonable hour of any day.

Subsection 3.2 - OWNERS' REPAIRS: Any maintenance, repair, replacement, etc., to any of the streets, common areas, amenities, or any of the improvements thereon, caused by the negligence, misuse, neglect or willful act of any owner, his family, tenants, guests or invitees shall be performed by the Association at the sole cost and expense of said owner, said cost and expense therefore to be added to said owner's annual assessment.

Subsection 3.3 - EXPENSE: All maintenance, repair, reconstruction, replacement, etc., as outlined hereinabove, is to be performed by or through the Board of Directors and the cost and expense thereof shall, except as provided in Subsection 3.2 hereinabove, be an annual expense of the Association.

SECTION 4 - FISCAL MANAGEMENT: The Board of Directors shall, from time to time, and at least annually, prepare a budget for the Association, determining the projected annual costs to the Association of performing all of the duties of and fulfilling all of the obligations of the Association. These costs shall include all of the costs incurred by the Association in the performance of those duties and obligations outlined in the Articles of Incorporation, applicable to the development, and Article III., Section 13., and Article V. of these By-Laws, as well as the costs necessary for the efficient management of the Association (including amounts for an operations reserve and a capital improvements reserve, if deemed necessary by the Board of Directors). The budget, so prepared, shall be submitted to the membership of the Association for approval at the annual meeting of the membership. The proposed budget must be approved by a vote of at least fifty-one percent (51%) of the votes of the entire membership of the Association, represented in person or by proxy at such meeting.

Subsection 4.1 - ANNUAL ASSESSMENTS: After approval of the proposed budget of the Association, the Board of Directors shall assess each lot within the development subject hereto an equal amount of the projected annual costs to the Association as described hereinabove, subject to the provisions of Article VI (6) hereof, hereinafter set forth. The Board of Directors shall cause the Secretary of the Association to provide each member of the Association a statement of the annual assessment against his lot in writing, stating the date payment thereof is due at least thirty (30) days prior to the due date. All assessments shall be due and payable on the date and in such installments, if allowed, as the Board of Directors may determine.

Subsection 4.2 - NATURE AND ENFORCEMENT OF ASSESSMENTS: The nature and enforcement of the collection of assessments is set forth in the Declaration of Restrictions for PURVIANCE, which are recorded or to be recorded in the New Hanover County registry.

Subsection 4.3 - SUBORDINATION: The lien for unpaid assessments provided for hereinabove shall be subordinate to the lien of any first mortgage or first Deed of Trust against any lot.

SECTION 5 - RECORDS AND AUDITS: The Board of Directors shall keep detailed records of the action of the Board of Directors, minutes of the meeting of the Board of Directors, minutes of the meetings of the membership of the

Association and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each lot which, among other things, shall contain the amount of each annual assessment, and other assessments, against each lot, the date when due, the amount paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenses of the Association shall be rendered by the Board of Directors to all members of the Association at least semi-annually. In addition, an annual report of the receipts and disbursements of the Association shall be rendered by the Board of Directors to all members of the Association who have requested the same, promptly but after the end of each fiscal year. Each member of the Association shall be permitted to examine all of the books and accounts of the Association at reasonable times on business days, but not more than once a month.

SECTION 6 - CONDEMNATION: In the event of a taking in condemnation or by eminent domain of part or all of the property, the award made for such taking shall be payable to the Board of Directors, and the Board of Directors shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in these By-Laws.

ARTICLE VI

Parliamentary Rules

Robert's Rules of Order (latest edition) shall govern the conduct of all Association meetings, not in conflict with the Articles of Incorporation, the Declaration of Articles of Covenants, Conditions and Restrictions, and these By-Laws.

ARTICLE VII

Amendments

These By-Laws may be amended in the following manner: (a) any member of the Association may propose any amendment or modification to these By-Laws by submitting the same in writing to the President of the Association, (b) in order to qualify for consideration by the Association, any such amendment or modification must be signed by at least twenty-five percent (25%) of the owners of the memberships in the Association; (c) upon receipt of such proposed amendment or modification, the President of the Association shall immediately follow the procedures outlined hereinabove under Article II., Section 6., entitled SPECIAL MEETINGS; (d) any such proposed amendment or modification in order to become a part of these By-Laws must be approved by seventy-five percent (75%) of the

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votes of the entire membership of the Association present in person or by proxy at such meeting; provided, however, that no amendment or modification shall discriminate against any owner, any lot class or group of owners, or lots unless all of the owners so affected so consent; and further, no amendment or modification shall change any lot, the common areas, not increase any owner's assessment, nor change the voting rights of any members unless the owner or owners of the memberships or lots so affected and all holders of liens against such owners or owner's lots shall approve in writing such amendment or modification.

ARTICLE VIII

Miscellaneous

SECTION 1 - NOTICES: All notices to the Board of Directors shall be sent by registered mail, return receipt requested, to the principal office of the Board of Directors. All notices to owners shall be sent by registered mail, return receipt requested or any method that includes proof of delivery, to such addresses as may have been designated by such owners in writing to the Secretary of the Association. All notices to mortgagees of or beneficiaries under Deeds of Trust against lots shall be sent by registered mail, return receipts requested, to their respective addresses designated by them in writing to the Secretary of the Association. All notices, if received, as proven by the return receipt, shall be deemed to have been given when mailed, except notices of change of addresses which shall be deemed to have been given when received.

SECTION 2 - WAIVER OF NOTICE: Whenever any notice which is required to be given to any member, Director or officer of the Association by the provisions of the North Carolina Nonprofit Corporation Act, the provisions of the Article of Incorporation or these By-Laws, is waived in writing, signed by the person or entities entitled to such notice, whether before or after the time stated therein, such shall be equivalent to the giving of such notice.

SECTION 3 - INVALIDITY: The invalidation of any provision of these By-Laws by any court, agency, or legislature shall in no way affect the validity of any other provision of these By-Laws, and the same shall remain in full force and effect.

SECTION 4 - CAPTIONS: The captions herein used are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

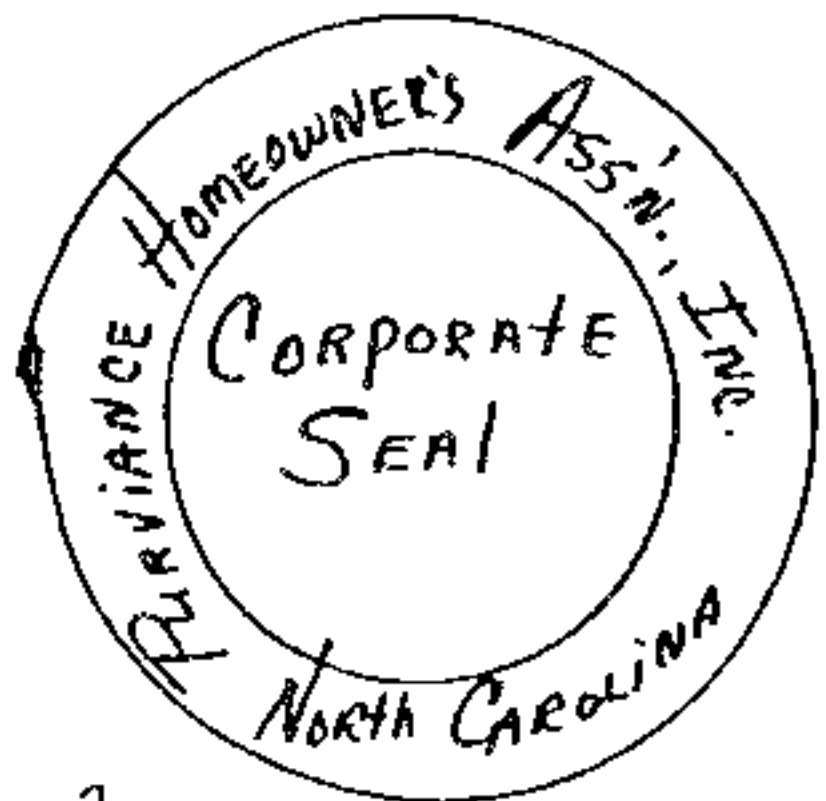
SECTION 5 - GENDER: The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the neutral gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

SECTION 6 - WAIVER: No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breached thereof which may occur.

SECTION 7 - FISCAL YEAR: The fiscal year of the Association shall be the calendar year.

SECTION 8 - SEAL: The seal of the Association shall be in such form as shall be approved from time to time by the Board of Directors of the Association.

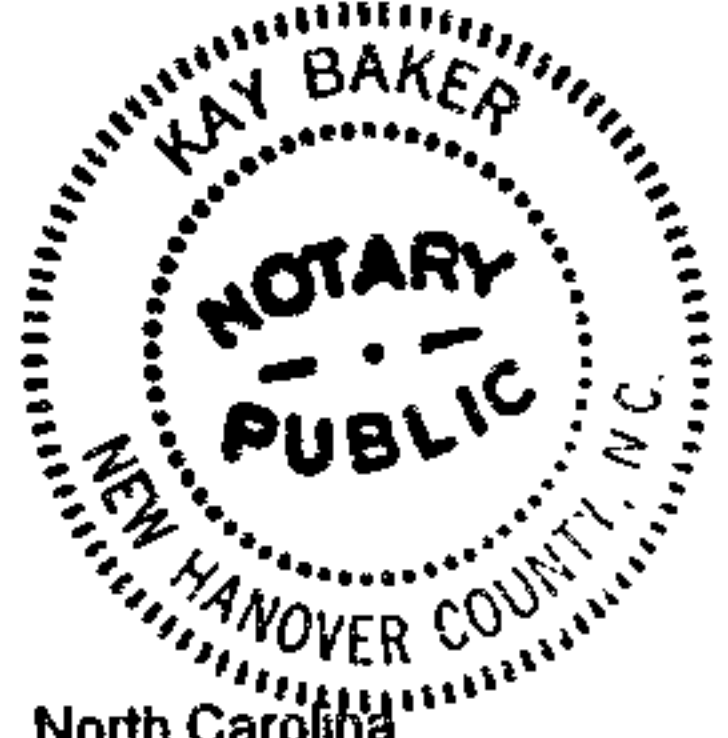
IN WITNESS WHEREOF, the President of the Association and the Secretary thereof do hereby certify that this is a true copy of the duly enacted By-Laws of Purviance, this 29 day of April, 1998.



PURVIANCE HOMEOWNERS ASSOCIATION, INC

By: [Signature]
President

ATTEST:
[Signature]
Secretary



Kay Baker
Notary
2/05/2001
Expiration Date

North Carolina
New Hanover County

Kay Baker Notary Public for said County and State, certify that Sondra A. Beasley - Personally came before me this day and acknowledged that she is Secretary of Purviance Homeowners Association, Inc., a corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as Secretary.

Kay Baker
Notary Public
2/05/2001
Expiration Date

Witness my hand and official seal, this the 29 day of April, 1998

STATE OF NORTH CAROLINA
New Hanover County

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The Forgoing/ Annexed Certificate(s) of Kay Baker,

Notary (Notaries) Public is/ are certified to be correct

This the 29 day of April, 1998

[Signature]
Mary Sue Oots, Register of Deeds
by [Signature]
Deputy Assistant

**HOMEOWNERS ASSOCIATION-PURVIANCE
RULES AND REGULATIONS
ENFORCEMENT PROCEDURE**

Violation of any Rule or Regulation of the Purviance Homeowners Association, its Declaration or By-Laws may be subject to the following procedure:

1ST VIOLATION: Verbal notification to owner and resident. Where immediate compliance is not possible, a reasonable period of time may be allowed for corrective action.

2ND OCCURANCE: Written notification to owner and resident. Where immediate compliance is not possible, up to one (1) week may be allowed for corrective action. Any additional time for corrective action must be by written consent of the Board of Directors prior to the expiration of the allowable corrective period.

3RD OCCURANCE: Written notification to owner and resident. Fine of \$25 assessed against owner. Suspension of voting rights.

ADDITIONAL VIOLATIONS: Written notification to owner and resident. Fine in an amount and as frequency to be determined by the Board of Directors commensurate with the violation and attention given to previous notifications. Suspension of voting rights and suspension of privileges of facilities for periods as determined by the Board of Directors commensurate with violation and attention given to previous notifications.

All fines are due and payable immediately upon receipt. These amounts constitute an assessment against the owner and failure to pay them will be subject to the same legal action as would be allowed for any other assessment including late charges, filing of liens and pursuit of judgements. Fines will be assessed by the Board of Directors through CAMS or other duly elected, appointed or enacted Purviance Homeowners Association representative. Any fines or restrictions placed on any owner can be appealed to a committee of owners appointed by the Board of Directors.

All owners are responsible for the conduct of the residents and guests of their unit. It is, therefore, their responsibility to make the residents and guests of their units adhere to all Rules and Regulations of the Association.

**HOMEOWNERS ASSOCIATION-PURVIANCE
RULES AND REGULATIONS**

THE MEMBERS OF THE PURVIANCE OWNERS ASSOCIATION WELCOME YOU TO THE COMMUNITY. WE TAKE GREAT PRIDE IN OUR COMMUNITY AND FEEL SURE THAT YOU WILL DO THE SAME. IN ORDER TO KEEP THE COMMUNITY OPERATING AND LOOKING ITS BEST, THE BOARD OF DIRECTORS ASK THAT YOU FOLLOW THE RULES AND REGULATIONS LISTED BELOW. THESE RULES AND REGULATIONS ARE CONSISTENT WITH THOSE OUTLINED IN THE PURVIANCE COVENANTS.

RESIDENTIAL PURPOSES: All lots shall be used for residential purposes only.

NUISANCES: No noxious or offensive condition shall be allowed to exist upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

VEHICLES: No inoperable or unauthorized vehicle or vehicles without current registration and insurance will be permitted. The Association shall have the right to have all vehicles towed at the owners expense, unless they are in a garage.

PARKING: No vehicles are allowed to park on any common grassed or landscaped areas. The Association shall have the right to have all such vehicles towed at the owner's expense.

TEMPORARY STRUCTURES: No structure of the temporary character, trailer basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot any time as a residence either temporarily or permanently.

RECREATIONAL VEHICLES: No boat, camper, trailer, motor or mobile homes or similar type vehicle shall be permitted in common areas. All boats, trailers and utility trailers shall be kept in garages or out of sight.

ANIMALS: Dogs, cats or other household pets may be kept and maintained provided that they are not kept or maintained for commercial purposes. Pets, excluding cats, are not allowed to run free and must be properly leashed and

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escorted at all times when they are outside. We ask that you remove any droppings that your pet may leave in any common or personal property. If any pet shall become a nuisance, the Board shall have full authority to have such pet permanently expelled from the properties. Invisible pet fences are acceptable.

GARBAGE/TRASH: All garbage and trash shall be kept in containers and stored in garages or concealed from view except on garbage/trash collection days when the same shall be placed on the street or driveway for collection. Containers are to be brought in out of view the same day after collection.

YARD SALES: Yard or garage sales are strictly prohibited.

SPEED LIMIT: Drivers are to drive cautiously on all roads and common areas and obey the posted 12 MPH speed signs.

PERMANENT STRUCTURES: No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration be made therein until the plans and specifications showing the nature, kind, shape, heights, materials and location of same shall be submitted to and approved in writing by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

RECREATIONAL FACILITIES: Purviance has a pier extending into the water, and a common area walkway to the pier. Rules and regulations pertaining to this facility will be established by the homeowners association. All residents and guests must observe these rules when using this common facility.

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**REGULATIONS PERTAINING TO STORMWATER
MAINTENANCE PLAN OF
PURVIANCE**

FIRST. The Division of Environmental Management requires that Purviance Subdivision adhere to certain requirements relating to inspections and maintenance of the stormwater system.

SECOND. See Attached Sheet - Page 36
The Purviance Homeowners Association is responsible for the inspection and maintenance of the stormwater program.

CURB AND GUTTER MAINTENANCE REQUIREMENTS

Project Name: Purviance Subdivision Project No. _____

Responsible Party: Leroy Beasley Phone No. 910-799-8062

Address: 5094 Edinboro Lane, Wilmington, N. C. 28409

1. Mowing will be accomplished as needed according to the season. Grass height will not exceed 6" at any time.
2. Swales will be inspected monthly or after every runoff producing rainfall event for sediment build-up, erosion, and trash accumulation.
3. Accumulated sediment and trash will be removed as necessary. Swales will be reseeded or sodded following sediment removal.
4. Eroded areas of the swales will be repaired and reseeded. Swales will be revegetated as needed based on the monthly inspections.
5. Catch basins, curb cuts, velocity reduction devices, and piping will be inspected monthly or after every runoff producing rainfall event. Trash and debris will be cleared away from grates, curb cuts, velocity reduction devices, and piping.
6. Swales may not be altered, piped, or filled in.

I acknowledge and agree by my signature below that I am responsible for the performance of the above maintenance procedures.

Signature *Leroy Beasley* Date: 4/13/98
Leroy Beasley

I, _____, a Notary Public for the State of _____,

County of _____, do certify that _____

personally appeared before me this _____ day of _____, 19____, and

acknowledge the due execution of the foregoing instrument. Witness my hand and official seal,

My commission expires _____

DA/arl: S:\WQS\STORMWAT\FORMS\O&M-C&G.FOR

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REGULATIONS PERTAINING TO THE ALLOWABLE
BUILT-UPON AREA FOR EACH RESIDENTIAL LOT

FIRST. The enclosed page 38 shows the allowable impervious area for each lot. No more than the square footage shown for each lot, including that portion of the right-of-way between the edge of pavement and the front lot line, shall be covered by impervious structures including asphalt, gravel, concrete, brick, stone, slate or similar material but not including wood decking or the surface of swimming pools. This covenant is intended to insure continued compliance with the stormwater permit issued by the State of North Carolina. This covenant may not be changed or deleted without the consent of the state.

SECOND. No one may fill in, pipe, or alter any roadside swale except as necessary to provide a minimum driveway crossing.

THIRD. No one may pipe, fill in or alter any designated 100 foot long grassed swale used to meet the requirements of NCAC 2H .1008(g).

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