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RECORDED AND VERIFIED  
STATE OF NORTH CAROLINA  
REGISTER OF DEEDS  
COUNTY OF NEW HANOVER  
NEW HANOVER CO. NC

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
MARSH OAKS, SECTION 1

This Declaration, made the 14<sup>th</sup> day of July, 1997, by BAYSHORE ESTATES, INC., a North Carolina corporation, hereinafter referred to as "Developer";

W I T N E S S E T H :

Whereas, Developer is the owner of certain real property in New Hanover County, North Carolina, known as Marsh Oaks, Section 1, which is shown on the map thereof recorded in the Office of the Register of Deeds of New Hanover County, North Carolina, in Map Book 37 Page 101 to which map reference is hereby made for a more particular description (the "Subdivision").

Now, therefore, Developer hereby declares that the Subdivision described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I.

DEFINITIONS

Section 1. Additional Property shall mean and refer to any lands which may be hereafter be annexed to and made a part of Marsh Oaks subdivision by the Developer, pursuant to Article X hereof.

Section 2. Association shall mean and refer to Marsh Oaks HOA, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 3. Assessments shall mean the Assessments defined in Article VII hereof.

Section 4. Board of Directors or Board shall mean the board of directors of the Association.

Section 5. By-Laws shall mean the by-laws of the Association, as the same may be amended from time to time.

Section 6. Common Area shall mean and refer to that part of the Common Property designated by the Association from time to time for use by the Members and such other persons as the Association may from time to time permit.

Section 7. Common Property shall mean and refer to all real estate and interests in real estate owned by the Association, and any recreational facilities, pools, tennis courts, or other improvements constructed on or under such real estate or interests in real estate.

Section 8. Developer shall mean and refer to Bayshore Estates, Inc., its successors and assigns.

Section 9. Declaration shall mean this instrument as it may be from time to time amended or supplemented.

Section 10. Lot(s) shall mean and refer to any numbered lot shown upon the map of the Subdivision recorded in Map Book 37 Page 101 of the New Hanover County Registry and any numbered

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lot shown on any map(s) of the Additional Property recorded in said Registry.

Section 11. Member(s) shall mean and refer to the Member(s) of the Association.

Section 12. Membership shall mean and refer to the rights, privileges, benefits, duties and obligations, which shall inure to the benefit of and burden each Member of the Association.

Section 13. Owner(s) is defined in the articles of incorporation of the Association, to-wit: all persons owning a freehold estate in one or more Lots, either alone or with other(s). "Persons" and its singular, include all entities capable of owning a freehold estate in land. Owner(s) does not include persons who do not own a freehold estate in a Lot, including, but not limited to, persons holding or owning interests as security for repayment of indebtedness.

Section 14. Subdivision shall mean Marsh Oaks, Section 1, as shown on the map recorded in Map Book 37 Page 101 of the New Hanover County Registry and any Additional Property.

## ARTICLE II.

### COMMON PROPERTY

Section 1. Property Rights. The use, occupation, and possession of the Common Property shall be in accordance with rules and regulations adopted by the Association, as the same may be amended from time to time. No Owner shall have any right or easement to use, occupy, or possess any part of the Common Property, except pursuant to such rules and regulations.

Section 2. Management and Control. The Common Property shall be managed and controlled exclusively by the Association. All maintenance, repairs, modifications, or replacement of any part of the Common Property shall be performed only by the Association, or its designee, except that an Owner may landscape and maintain easements owned by others on his Lot as permitted by rules and regulations adopted by the Association from time to time, and the Board may permit the Developer or its agents to maintain and operate a sales office in or on any part of the Common Property, for and at such time or times as the Board may deem appropriate.

## ARTICLE III.

### EASEMENTS; STREET LIGHTING; ACCESS TO LOTS

Section 1. Easements. Perpetual, alienable easements for the installation and maintenance of drainage facilities and underground utilities (including, but not limited to, water, telephone, electric, and sewer lines and facilities) are reserved to the Developer, its successors and assigns, in, under, and over the Subdivision and the Common Property, which shall be easements appurtenant, running with the land. Said easements shall inure to the benefit of the Developer, its successors and assigns.

Section 2. Street Lighting. The Developer reserves unto itself, its successors and assigns, the right to subject the Subdivision and the Common Property to a contract with Carolina Power and Light Company for the installation of street lighting, which contract may require a continuing monthly payment to Carolina Power and Light Company by each resident customer for street lighting service.

Section 3. Access to Lots. The Association shall have the right to go onto any Lot at reasonable times for the purpose of

maintaining, repairing and replacing any drainage facilities and underground utilities located on such Lot; and a right of entry and easement is hereby reserved and granted to the Association for such purposes. The Association shall repair and restore any landscaping disturbed by such activities as required by rules and regulations adopted by the Association from time to time.

ARTICLE IV.

WATER AND SEWER SERVICE

Section 1. Until such time as municipal or county water service is available, water for each Lot will be provided by a community water system regulated by the North Carolina Utilities Commission, or its successor. The water tap fees and monthly charges for water service for each Lot shall be the responsibility of the Owner(s) of such Lot.

Section 2. All Lots will be tied into the New Hanover County sewer system. The sewer tap fees and monthly charges for sewer service for each Lot shall be the responsibility of the Owner(s) of such Lot.

ARTICLE V.

MEMBERSHIP AND VOTING RIGHTS

Membership in the Association, and the voting rights of the Members, shall be as set forth in the Articles of Incorporation of the Association and the By-Laws.

ARTICLE VI.

MANAGEMENT AND CONTROL

1. The Association shall be managed and controlled by the Board in accordance with the Articles of Incorporation of the Association and the By-Laws.

2. Until such time as ninety percent (90%) of the Lots in the Subdivision, and ninety percent (90%) of the lots in each tract of Additional Property added to the Subdivision, have been sold and conveyed by the Developer, but in any event no longer than December 31, 2015, the Developer shall have the right to appoint all of the persons who shall serve as members of each Board of Directors of the Association.

ARTICLE VII.

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed for the Owner's Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association Annual and Special Assessments (collectively the "Assessments").

The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the respective Lot against which the Assessments are made. Each Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association may be used for any or all of the following purposes--operation, maintenance and improvement of the Common

Property and any drainage or utility easements within the Subdivision; landscaping and/or fencing of easements reserved over Lots; enforcing this Declaration; paying taxes and any insurance premiums on or for the Common Property and any drainage or utility easements within the Subdivision, legal and accounting fees and governmental charges; establishing working capital; and in addition, doing any other things necessary or desirable to further the above purposes, as set forth in the budget or amended budget adopted by the Board.

Section 3. Annual Assessments. Annual Assessments shall be in an amount to be fixed from year to year by the Board which may establish different rates from year to year as it may deem necessary for the purposes set forth in Section 2 above. The amount of the Annual Assessment against each Lot for any given year shall be fixed prior to January 1 of such year; provided, however, that the first Annual Assessment shall be set prior to the conveyance of the first Lot to an Owner and written notice to the Owners to be subjected thereto shall be delivered to the Owners at or prior to the closing of their Lots. Written notice of each Annual Assessment thereafter shall be sent to every Owner subject thereto. The due date shall be established by the Board and the Board shall have the authority to allow the assessments to be paid in pro rata installments. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Annual Assessment may be increased each year not more than five percent (5%) above the Annual Assessment for the previous year without a vote of the Members.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Annual Assessment may be increased above five percent (5%) only by a vote of the Owners of two-thirds (2/3rds) of the Lots, voting in person or by proxy at a meeting duly called for such purpose.

C. The Board may increase the amount of the Annual Assessment to Four Hundred Fifty Dollars (\$450.00) per Lot notwithstanding the provisions of subparagraphs A and B above, and thereafter the limitations set forth in said subsections shall apply to an annual increase.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year equally against the Lots, a Special Assessment applicable to the year only 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 Property or any drainage or utility easement in the Subdivision, whether owned by the Association or not, including fixtures and personal property related thereto, provided that any such assessment shall be approved by vote of the Owners of two-thirds (2/3rds) of the Lots voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum For Any Action Required to be Approved by the Members Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action by the Members authorized under Section 3 and 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast the votes for sixty percent (60%) of all of the Lots shall constitute a quorum. If a quorum is not present at such meeting, the meeting may be adjourned for lack of a quorum, until a date

specified in the motion to adjourn for lack of a quorum, on which date a second meeting shall be held. The required quorum at such second meeting shall be one-half (1/2) of the required quorum at the first meeting. No such second meeting shall be held more than sixty (60) days following the first meeting.

Section 6. Uniform Rate of Assessment. The Assessments must be fixed at the same amount for each Lot and may be collected on a monthly basis. Provided, however, in the event that maintenance, repair or replacement of any part of the Common Property is caused through the willful, or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance, replacement, or repairs, shall be added to and become a part of the Assessment to which such Owner's Lot is subject.

Section 7. Commencement of Assessments. Assessments for each Lot shall commence upon the date of acceptance by an Owner of a deed from the Developer. If such date assessments commence is not on January 1, the assessment for the Lot for such first year shall prorated. The Developer shall not be required to pay Assessments.

Section 8. Effect of Nonpayment of Assessments And Remedies Of The Association. Any Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date of the highest rate allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Property or abandonment of his Lot. All unpaid installment payments of Assessments shall become immediately due and payable if an Owner fails to pay any installment within the time permitted.

Section 9. Subordination Of The Lien To Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VIII.

##### ARCHITECTURAL CONTROL/CONSTRUCTION

Section 1. Developer's Rights. All rights, duties and responsibilities conferred by this Article shall be exercised and performed by the Developer or its designee, so long as the Developer owns any Lot within the Subdivision. When the Developer no longer owns any Lot within the Subdivision, all such rights, duties and responsibilities shall be exercised and performed by the Association, which may delegate the same to an Architectural Control Committee appointed by the Board.

Section 2. Building and Site Improvements. No structure (including but not limited to dwellings, walls, fences, garages, and outbuildings) shall be commenced, erected, placed, or maintained upon any Lot, nor shall any exterior addition to or change in or alteration therein (including painting or repainting of exterior surfaces) be made until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted in writing and approved in writing as to harmony of external design and location in relation to surrounding structures and topography. If such

written plans and specifications are not approved or disapproved in writing within thirty (30) days after the same have been submitted, approval under this Article will not be required and this Article will be deemed to have been fully complied with. Approval or disapproval of any such plans, location or specifications may be based upon any ground, including purely aesthetic and environmental considerations, that may in the sole and uncontrolled discretion of the Developer, the Association, or Architectural Control Committee, as the case may be, be deemed sufficient. One copy of all such plans, specifications, and related data shall be furnished to the Developer, the Association, or Architectural Control Committee, as the case may be, to retain for its records. Neither the Developer, the Association, nor the Architectural Control Committee shall be responsible for any structural or other defects in plans and specifications submitted to it or any structure erected according to such plans and specifications.

Section 3. Approval of Plans. No house plans will be approved unless the proposed house shall have a minimum of 2,000 square feet of enclosed, heated dwelling area for Lots 1 through 5, 12 through 42, and 47 through 50, and a minimum of 1,800 square feet of enclosed, heated dwelling area for Lots 6 through 11. The term "enclosed, heated dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling which is heated by a common heating system; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas.

Section 4. Setbacks. Since the establishment of inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines shall be established by this Declaration. In order to assure, however, that the foregoing considerations are given maximum effect, the site and location of any house or dwelling or other structure upon any lot shall be controlled by and must be approved absolutely by the Developer, the Association, or the Architectural Control Committee, as the case may be; provided, however, that no dwelling shall be constructed closer than ten (10) feet to an adjoining property line.

Section 5. Completion. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder, due to strikes, fires, national emergency or natural emergency or natural calamities.

Section 6. Single Family Residences. No structure shall be erected, altered, placed or permitted to remain on any Lot, except one single family dwelling not to exceed two and a half stories in height, unless the Developer, the Association, or the Architectural Control Committee, as the case may be, approves in writing a structure of more than two and one-half stories, and one or more small accessory buildings (which may include a detached private garage, or guest facilities) provided the use of such dwelling or accessory building does not in the opinion of the Developer, the Association, or Architectural Control Committee overcrowd the site, and provided further, that such buildings are not used for any activity normally conducted as a business.

Section 7. Utility Services, Mail Boxes, Fences, Etc. All utility service lines and facilities, fuel tanks, clothes lines and wood piles are to be enclosed within a wall or plant screen of a type and size approved by the Developer, the Association or the Architectural Control Committee, so as to preclude the same

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from causing an unsightly view from any street within the subdivision, or from any other residence within the subdivision. All mail and newspaper boxes shall be uniform in design. Design for mail and newspaper boxes shall be furnished by Developer, the Association, or the Architectural Control Committee. No fences shall at any time be placed or permitted to remain on any lot without approval of the Developer, Association or Architectural Control Committee.

Section 8. Off Street Parking. Off street parking for not less than four (4) passenger automobiles must be provided on each Lot prior to the occupancy of any dwelling constructed on said Lot which parking areas and the driveways thereto shall be constructed of concrete, brick, asphalt, or turf stone, or any other material approved by Developer, the Association or Architectural Control Committee.

Section 9. Driveways. Driveways are to be constructed in accordance with North Carolina Department of Transportation standards.

Section 10. Wells. Except as provided below, no wells may be constructed or used on any Lot, except for the purpose of irrigating exterior plantings. A well may be used to provide water for household or other uses, provided such use is consented to in advance in writing by the public utility entitled to provide water service to the Lot, and such use does not violate any other provisions of this Declaration.

Section 11. Sodding and Irrigation of Front Lawns. All front lawns on Lots on which a residence exists shall be sodded and adequately watered by an underground-pipe sprinkler irrigation system.

Section 12. Alterations to the Common Property. No person shall undertake, cause, or allow any construction in, on or under any part of the Common Property, or undertake, cause, or allow any alteration to be made any part of the Common Property, except at the direction or with the express written consent of the Association.

#### ARTICLE IX.

##### USE RESTRICTIONS

Section 1. Land Use And Building Type. No Lot shall be used for any purpose except for residential purposes. All Lots are restricted for construction of single family dwellings only. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article VIII of this Declaration relating to architectural control. Provided, however, the Developer or its agents may maintain and operate a sales office on any Lot owned or leased by the Developer for and at such time or times as the Developer may deem appropriate.

Section 2. Nuisances. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing or any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or other nature as may diminish or destroy the enjoyment of other Lots by the Owners thereof. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on the Owner's Lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

Section 3. Lot Maintenance. In the event that any Owner shall fail or refuse to keep his Lot free from weeds, underbrush,

refuse piles, unsightly growth or objects, or shall fail to keep his front lawn sodded and irrigated in accordance with Section 11, Article VIII, then, after thirty (30) days notice from the Architectural Control Committee or the Association, the Association or its designee may enter upon the Lot and remove such weeds, underbrush refuse piles, unsightly growth or objects, or cause such lawn to be sodded and irrigated, at the expense of the Owner. Such entrance shall not be deemed a trespass, and in the event of such removal or correction a lien shall arise and be created in favor of the Association for the full amount of the cost thereof, including collection costs, and such amounts shall be due and payable within thirty (30) days after the Owner is billed therefor. Such lien shall be enforceable by court proceedings as provided by law for enforcement of liens.

Section 4. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot any time as a residence either temporarily or permanently without the written consent of the Association or the Architectural Control Committee; provided, however, that this shall not prevent the Developer, its designees or assigns from maintaining a construction or sales trailer or office on any Lot until the construction of dwellings on all Lots is completed.

Section 5. Recreational Vehicles. No boat, motor boat, camper, trailer, motor or mobile home, or similar type vehicle, shall be parked, placed or permitted to remain on any Lot in such manner that the same is visible from the street.

Section 6. 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 and provided further that they are not allowed to run free, are at all times kept properly leashed or under the control of their owner and do not become a nuisance to the neighborhood.

Section 7. TV Satellite Dishes and Outside Antennas. No TV satellite signal receiving dishes will be permitted on any Lot and no outside radio or television antennas shall be erected on any Lot or dwelling unit unless and until permission for the same has been granted in writing by the Association or the Architectural Control Committee.

Section 8. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot shall be clear, white or non-frost lights or bulbs.

Section 9. Inoperable Vehicles; Tractor Trailers; Vehicle Repairs. No inoperable or immobile vehicle, no vehicle without current registration and insurance, and no tractor-trailers will be permitted on any Lot or street in the Subdivision. The Association shall have the right to have all such vehicles towed at the owner's expense. No repairs to any vehicle may be made in driveways, but shall be made only in garages and shall not be visible from the street.

Section 10. Signs. No sign(s) may be placed or maintained on any Lot or street except one "for sale" sign, which shall not exceed two feet by three feet in size, street and traffic control signs approved by the Association or the appropriate governmental authority, and signs placed or maintained by the Developer or its agents.

Section 11. Subdividing. No Lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Association. However, the Developer hereby expressly

reserves unto itself, its successors and assigns, the right to re-plat any two (2) or more Lots shown on the map of the Subdivision in order to create one or more modified Lots; to recombine one or more Lots to create a larger Lot; to eliminate Lots from this Declaration, or any parts of Lots, that are not otherwise buildable or are needed for access or are needed for use as private roads or access areas, and to take such steps as are reasonably necessary to make such re-platted Lots suitable and fit as a building site or access area or roadway, said steps to include, but not to be limited to the relocation of streets, easements, and rights-of-way to conform to the new boundaries of the said re-platted Lots.

ARTICLE X.

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Developer may, from time to time, without the assent of any other entity, annex to and make a part of the Subdivision any other real property which Developer now owns or which Developer may hereafter acquire or develop (the "Additional Property"), upon such terms and conditions and subject to such covenants and restrictions, as the Developer, in its sole discretion, shall deem reasonable and appropriate.

Section 2. Each such annexation of Additional Property shall become effective upon the recording of an amendment to this Declaration, duly executed by the Developer, specifically describing the Additional Property annexed to the subdivision, and setting forth the terms and conditions upon which such Additional Property is annexed to the Subdivision and the covenants and restrictions to which such Additional Property shall be subject.

ARTICLE XI.

GENERAL PROVISIONS

Section 1. Enforcement. The Developer, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, the Association or by 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.

Section 2. Enforcement Of Storm Water Runoff Regulations. The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its storm water runoff regulations as the same may be amended from time to time. The Built Upon Area for each Lot shall not exceed four thousand six hundred (4,600) square feet, unless and until the State of North Carolina shall revise its storm water runoff regulations to permit a greater Built Upon Area for such Lot. For purposes of this section, "Built Upon Area" shall mean that portion of each Lot that is covered by impervious or partially impervious cover, including building, pavement, recreational facilities, etc., but not including decking. Any Owner may, in accordance with applicable government regulations, borrow from another Owner any Built Upon Area which is not being utilized by the other Owner, without the approval of any Owner(s) not involved in such transaction, the Developer, or the Association.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 4. Lots Subject to Declaration; Extension. All present and future Owners, tenants, and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of this Declaration, as amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration are accepted and ratified by such Owner, tenant or occupant. The covenants and restrictions of this Declaration shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot, as though such provisions were made a part of each and every deed of conveyance or lease, for a term of ten (10) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of Owners of not less than three fourths (3/4ths) of the Lots this Declaration has been amended to provide otherwise.

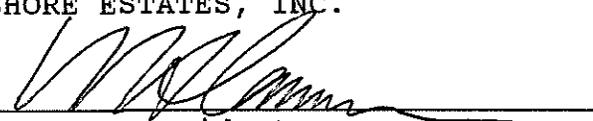
Section 5. Amendment of Declaration. Except as provided elsewhere herein, the covenants and restrictions of this Declaration may be amended only by an instrument duly recorded in the Office of the Register of Deeds of New Hanover County executed by the duly authorized officers of the Association upon the vote of the Owners of not less than three fourths (3/4ths) of the Lots. In no event may this Declaration be amended so as to deprive the Developer of any rights herein granted or reserved unto Developer, unless the Developer consents to such amendment in writing.

Section 6. Amendment by the Developer. The Developer may amend any part or all of this Declaration without the consent of any other entity, from time to time, by executing, acknowledging, and recording an amendment in the office of the Register of Deeds of New Hanover County, which amendment shall be applicable only to Lots conveyed by the Developer subsequent to the recording of such amendment.

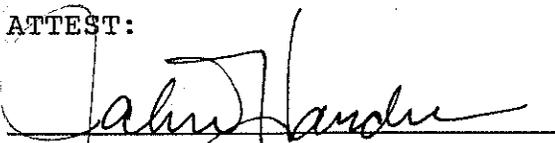
Section 7. Transfer of Developer's Rights. The Developer may assign any or all of its rights, privileges, and powers under this Declaration to one or more entities, including, but not limited to, the Association. All of the Developer's rights, privileges and powers under this Declaration, unless otherwise assigned, shall inure to the benefit of its successors by merger, or a transferee of all or substantially all of the assets of the Developer.

IN WITNESS WHEREOF, BAYSHORE ESTATES, INC., the Developer herein, has caused this Declaration to be executed in its corporate name and its corporate seal to be hereunto affixed by its duly authorized officers the day and year first above written.

BAYSHORE ESTATES, INC.

By:   
President

ATTEST:

  
Secretary

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that Jabe V Hardlee personally came before me this day and acknowledged that he (or she) is the Secretary of BAYSHORE ESTATES, INC., a North Carolina 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 (or herself) as its Secretary.

WITNESS my hand and official stamp or seal, this 14 day of July, 1997.

Vanessa Martindale  
Notary Public



Commission expires: 3/31/2002

STATE OF NORTH CAROLINA  
New Hanover County  
The Foregoing/ Annexed Certificate(s) of  
Vanessa Martindale  
Notary (Notaries) Public is/ are certified  
to be correct.  
This the 17 day of July 1997  
by Mary Sue Oots, Register of Deeds  
Josephine Oots  
Deputy/



And whereas, the Developer desires to annex to and make a part of the Subdivision the property described as Lots 567 through 573, both inclusive, on a map entitled "Map of Marsh Oaks Section 8-B, A Performance Residential Development", dated July 19, 2024, prepared by Hanover Design Services, P.A., and recorded in Map Book 76, Page 116, of the New Hanover County Registry (hereinafter referred to as the "Additional Property"), upon the terms and conditions hereinafter set forth.

Now, therefore, Developer hereby declares that:

1. The Additional Property is hereby annexed to and made a part of the Subdivision.

2. The Declaration shall apply to the Additional Property, and the Additional Property is hereby included in the term "Additional Property" as used in the Declaration, except that the Declaration shall be amended, with respect to the Additional Property, as follows:

A. Article II is hereby amended to read as follows:

ARTICLE II.

COMMON PROPERTY

Section 1. Property Rights. Subject to the restrictions set forth in Section 2, the use, occupation, and possession of the Common Property shall be in accordance with rules and regulations adopted by the Association, as the same may be amended from time to time. No Owner shall have any right or easement to use, occupy, or possess any part of the Common Property, except pursuant to such rules and regulations.

Section 2. Management and Control.

(i) The Common Property shall be managed and controlled exclusively by the Association.

(ii) All maintenance, repairs, modifications, or replacement of any part of the Common Property shall be performed only by the Association, or its designee, except that an Owner may landscape and maintain easements owned by others on his Lot as permitted by rules and regulations adopted by the Association from time to time, and the Board may permit the Developer or its agents to maintain and operate a sales office in or on any part of the Common Property, for and at such time or times as the Board may deem appropriate.

B. Section 1, Article III, is hereby amended to read as follows:

Section 1. Easements. Easements for the installation and maintenance of drainage facilities and underground utilities (including, but not limited to, water, telephone, electric, and sewer lines and facilities) are reserved to the Developer, its successors and assigns, in, under, and over the Subdivision and the Common Property. In addition to the foregoing easements, and not in lieu thereof, an easement is reserved to the Developer, its successors and assigns, in, under, and over a strip of land five (5) feet wide along the rear and both side lines of each lot, for the purpose of constructing, installing, maintaining, repairing, removing, replacing, and reconstructing above and/or below ground drainage facilities. Said easements shall inure to the benefit of the Developer, its successors and assigns. All of the above easements shall be perpetual and alienable, and in addition, shall be easements appurtenant, running with the land.

C. Section 1A is hereby inserted in Article III, between Sections 1 and 2, as follows:

Section 1A. Private Pedestrian Access Easement over Lot 573. An easement is reserved to the Developer, its successors and assigns, for constructing, installing, maintaining, repairing, removing, replacing, and reconstructing a pedestrian path in, under, and over that area designated as "5' PRIVATE PEDESTRIAN ACCESS EASEMENT" located on Lot 573 as shown on the recorded plat of the Additional Property for the purpose of providing access to other lands currently owned by the Developer which are contiguous to the easement area or contiguous to other lands currently owned by the Developer which are contiguous, through one or more tracts, to the easement area. Said easements shall inure to the benefit of the Developer, its successors and assigns. In addition to the foregoing, Developer specifically reserves the right to assign the easement reserved under this Section 1A to the Association or other person or entity. The above easement shall be perpetual and alienable, and in addition, shall be an easement appurtenant, running with the land.

D. Section 2A is hereby inserted in Article III, between Sections 2 and 3, as follows:

Section 2A. Street Lighting. Notwithstanding Section 2 of Article III, The Developer reserves unto itself, its successors and assigns, the right to subject the Lots and Common Property of Section 8-B to a contract with DUKE ENERGY PROGRESS, LLC, or its successors or assigns, for the installation of street lighting, which contract may require a continuing monthly payment for street lighting service payable to DUKE ENERGY PROGRESS, LLC, or its successors or assigns, by each resident customer in Section 8-B or the Association according to its then present policy. If billed to the Association, the cost will

be treated and billed as part of the Annual Assessment under Section 7 of Article VII provided the amount billed shall be assessed exclusively to the Lot Owners in Section 8-B in accordance with NCGS §47F-3-115(c)(2).

E. Article IV, Water and Sewer Service, is hereby amended to read as follows:

ARTICLE IV

WATER AND SEWER SERVICE

All Lots will be tied into the New Hanover County water and sewer system. The water and sewer tap fees and monthly charges for water and sewer service for each Lot shall be the responsibility of the Owner(s) of such Lot.

F. Section 1, Article VII, is hereby amended to read as follows:

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed for the Owner's Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association Annual, Special, and Working Capital Assessments (collectively the "Assessments").

The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the respective Lot against which the Assessments are made. Each Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

G. Section 4A is hereby inserted in Article VII, between Sections 4 and 5, as follows:

Section 4A. Working Capital Assessments. At the time title to a Lot is conveyed to an Owner or Owners, the Owner(s) shall contribute to the Association as a working capital reserve an amount at least equal to two months' estimated Annual Assessment. Amounts paid into the working capital fund are not to be considered as advance payment of the Annual or any other assessments. Any working capital funds remaining at the end of each operating year shall be transferred to and become part of the general funds of the Association, in the discretion of the Board of Directors.

H. Section 3, Article VIII, is hereby amended to read as follows:

Section 3. Approval of Plans. No house plans will be approved unless the proposed house shall have a minimum of 2,850 square feet of enclosed, heated dwelling area. The term "enclosed, heated dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling which is heated by a common heating system; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas.

I. Section 2, Article XI, is hereby amended to read as follows:

Section 2. Storm Water Runoff Regulations.

(a) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 0602026, as issued by the Division of Water Quality under NCAC 2H.1000.

(b) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

(c) These covenants are to run with the land and be binding on all persons and parties claiming under them.

(d) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

(e) Alteration of the Drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

(f) The maximum allowable built-upon area is as listed below. The 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, coquina, driveways, and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

Lot 567 is limited to 5,000 square feet.

Lot 568 is limited to 5,000 square feet.

Lot 569 is limited to 6,600 square feet.

Lot 570 is limited to 6,600 square feet.  
Lot 571 is limited to 6,400 square feet.  
Lot 572 is limited to 6,400 square feet.  
Lot 573 is limited to 5,000 square feet.

(g) Filling in, piping or altering any 3:1 vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is prohibited by any persons.

(h) Lots within in CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

(i) Filling in, piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons.

(j) A 30' vegetated buffer must be maintained between all built-upon area and the Mean High Water line of surface waters.

(k) All roof drains shall terminate at least 30' from the Mean High Water mark of surface waters.

(l) Each designated curb outlet swale or 100' vegetated area shown on the approved plan must be maintained at a minimum of 100' long, maintain a 5:1 (H:V) side slopes or flatter, have a longitudinal slop no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, maintain a dense vegetated cover, and be located in either a dedicated common area or a recorded drainage easement.

J. Section 8 is hereby added to Article IX, as follows:

Section 8. Amendment of Maximum Built-Upon Area Per Lot. The Developer and the Owner(s) of any of Lots 567 through 573, both inclusive, of Section 8-B, Marsh Oaks Subdivision, may by an amendment to this Declaration signed only by the Developer and the Owner(s) of the applicable Lot, reduce or increase the maximum built-upon area allotted to the Lot, provided that the total maximum built-upon area of all Lots in Section 8-B, Marsh Oaks Subdivision, does not exceed the maximum built-upon area allowed for those Lots by State Stormwater Management Permit Number SW8 060206, as issued by the Division of Water Quality under NCAC 2H.1000, and the Division of Water Quality concurs in such amendment.

3. Nothing herein shall amend or affect the Declaration as it applies to

Section 1, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 37, Page 101 of the New Hanover County Registry,

Section 1-A, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 38, Page 52 of said Registry,

Lots 1 and 2 as shown on a map entitled "Map of Survey for Marymount Developers, Inc.", recorded in Map Book 38, Page 100 of said Registry,

Section 2, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 39, Page 94 of said Registry,

Lots 86, 87, and 88, and Lots 90 through 102, both inclusive, Section 3, Marsh Oaks Subdivision, which are shown on the map thereof recorded in Map Book 39, Page 297 of said Registry, and

Section 4, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 40, Page 148 of said Registry.

Section 5, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 41, Page 151 of said Registry.

Section 6, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 42, Page 13 of said Registry.

Section 10-A, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 43, Page 372 of said Registry.

Section 7-A, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 44, Page 119 of said Registry.

Section 10-B, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 44, Page 307 of said Registry.

Section 5-A, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 45, Page 366 of said Registry.

Section 7-B, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 45, Page 368 of said Registry.

Section 8-A, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 45, Page 370 of said Registry.

Section 9, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 47, Page 95 of said Registry.

Section 11-A, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 49, Page 254 of said Registry.

Section 11-B, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 49, Page 274 of said Registry.

Section 11-C, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 49, Page 327 of said Registry.

Section 11-D, Marsh Oaks Subdivision, which is shown on the map thereof recorded in Map Book 50, Page 21 of said Registry.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed in its corporate name by its duly authorized officer, as of the day and year first above written.

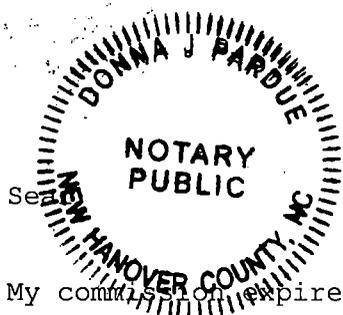
BAYSHORE ESTATES, INC.

By: [Signature]  
President

STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

I, a Notary Public of New Hanover County, North Carolina, certify that William H. Cameron personally came before me this day and acknowledged that he is the President of BAYSHORE ESTATES, INC., a North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 2nd day of April, 2025.



[Signature]  
Donna J. Pardue, Notary Public  
Printed Name of Notary Public

My commission expires: 4-11-26

MORGHAN GETTY  
COLLINS  
Register of Deeds

# New Hanover County Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401  
Telephone 910-798-4530 • Fax 910-798-7716



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State of North Carolina, County of NEW HANOVER  
Filed For Registration: 04/02/2025 01:07:49 PM  
Book: RB 6765 Page: 1931-1939  
9 PGS \$26.00  
Real Property \$26.00  
Recorder: KELLIE GILES  
Document No: 2025007817

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**DO NOT REMOVE!**

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.