

STATE OF NORTH CAROLINA PAGE  
 COUNTY OF NEW HANOVER 656 0371 PROTECTIVE COVENANTS  
THE COVE

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS, dated for purposes of reference only this 25th day of February, 1993, by FIRST SAVINGS BANK, FSB, a South Carolina corporation, successor in title to FIRST FEDERAL OF SOUTH CAROLINA, hereinafter referred to as DECLARANT.

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**RECITALS:**

Declarant has, by recordation of a subdivision plat, subdivided certain property shown on said plat into lots intended for utilization for construction of single family homes. The subdivision plat is recorded in Map Book 23, Page 17, New Hanover County Registry, and all property shown thereon is hereinafter referred to as the "Subdivision." Each numbered lot shown on the recorded plat is referred to herein as a "Lot." The name of the subdivision is THE COVE.

In order to own, manage and maintain common areas and utilities as more fully set out hereinafter, and to enforce these Protective Covenants and to provide an organization for the benefit of the owner of each Lot within the Subdivision, Declarant has chartered a North Carolina non-profit corporation named THE COVE HOMEOWNERS ASSOCIATION, INC. (the "Association"). The owner of each Lot is a member of the Association, and the owner of each Lot is obligated to pay dues and assessments to the Association for the benefit of the Association and the owner of each Lot within the Subdivision. The organization and operation of the Association is described in these Protective Covenants and in the By-Laws of the Association.

It is the desire and intention of Declarant, for its benefit and with the intent of preserving the value of each Lot, to restrict the utilization of and improvements on each Lot within the subdivision in accordance with guidelines established herein. Therefore, Declarant hereby subjects the property described hereinafter to the terms and provisions of these Protective Covenants for the use and benefit of all present and future Lot owners within the Subdivision.

1. **DESCRIPTION.** This Declaration shall run with the land and shall bind and inure to the benefit of the owner of each Lot within the Subdivision, and the property made subject to these Protective Covenants is all of the property shown on that plat of "THE COVE", recorded in Map Book 23, Page 17, New Hanover County Registry, as the same may be amended from time to time.

2. **ADDITIONAL PROPERTIES.** Declarant reserves no right to subject additional properties to the terms and provisions of these Protective Covenants.

3. **SINGLE FAMILY UTILIZATION.** This Protective Covenant restricts all numbered Lots subjected to its terms to use only for single family residential purposes. No home or other structure constructed within the Subdivision shall be utilized for commercial purposes, except that Declarant or its assigns shall be entitled to use any structure located within the Subdivision for purposes of assisting in the sale of Lots within the Subdivision.

4. **BUILDING AND SITE RESTRICTIONS.** The Architectural Control Committee must give prior approval of any removal of any tree of a size of four inches in diameter or greater from any Lot or the construction of any improvement or structure on any Lot in accordance with the procedures described in Paragraph 5 of these Protective Covenants. In addition, the following restrictions shall apply:

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(a) No detached garage, storage shed, or carport shall be permitted unless architecturally compatible with the primary dwelling structure on the Lot.

(b) No more than one (1) single family house shall be allowed per Lot.

(c) All homes must be constructed substantially on site, and no modular homes shall be located within the Subdivision and no homes constructed elsewhere shall be allowed to be conveyed into and located on a Lot within the Subdivision. No temporary structures shall be allowed.

(d) No sign shall be allowed on any Lot so as to be visible from any street right of way or any adjoining Lot or from any water course, except as to the following signs, which shall be allowed:

(1) a sign, no greater than four square feet in size, specifying the general contractor actually constructing a structure on a Lot. Such sign must be removed upon issuance of a certificate of occupancy for the structure;

(2) a sign identifying the property upon which such sign is placed only by the name of the owner and a street number. Such sign must be constructed at a size, and to specifications and styles established by the Architectural Control Committee, and must be located on the Lot in a place approved by the Architectural Control Committee;

(3) a sign, no greater than four square feet in size, identifying the fact that the Lot is for sale, and the name and telephone number of the selling agent;

(4) street or directional signs erected by the Association;

(5) any sign required to be constructed by any governmental agency; and

All permitted signs, except those required to be constructed by governmental entity, shall be constructed of materials, in a style, of colors and in a location established and approved by the Architectural Control Committee.

(e) The minimum square footage of heated, enclosed living space for each approved residential structure shall be 1,500 square feet for all homes. No home shall exceed 3,500 square feet; no more than 2,000 square feet shall be allowed on any one living level. Carports, garages, attics, porches, patios and decks shall not be considered heated, enclosed living space. There shall be no more than 3,800 square feet of impervious ground coverage is approved by THE COVER HOMEOWNERS ASSOCIATION, INC., Architectural Control Committee after full consideration of the proposed plans. All residential structures shall be built on pilings of a uniform nature as determined by the Architectural Control Committee and in compliance with all applicable building codes and regulations. The Architectural Control Committee shall further be fully authorized to deny approval of any plan that is not consistent with stormwater regulations adopted by the Department of Environmental Management of the State of North

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Carolina and the stormwater certification issued in accordance therewith.

(f) There are no absolute building setback requirements other than those that may be imposed by a local or state government or those shown on the recorded plat of the subdivision. NOTWITHSTANDING ANY SUGGESTED SETBACK, THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE AUTHORITY TO DETERMINE THE APPROPRIATE BUILDING SITE ON EACH AND EVERY LOT.

(g) The construction of individual piers, bulkheads and the utilization of other riparian rights by construction of improvements or structures shall only be allowed after approval by the Architectural Control Committee and all applicable governmental agencies, and no such structures will be allowed unless said structures are compatible with similar or proposed improvements on other Lots and after a finding that the construction of such structures will not unduly interfere with the riparian rights or reasonable property expectations of the owners of other Lots within the subdivision. The type of construction utilized for bulkheads may be controlled by the Architectural Control Committee based on appearance, function and environmental engineering criteria.

h) The heights of structures shall be subject to approval of the Architectural Control Committee in accordance with the standards set out in Paragraph 5 hereunder, but no structures may exceed in height the height limitations imposed by Carolina Beach, and/or New Hanover County.

(i) Fences are subject to the complete jurisdiction of the Architectural Control Committee as to location, style, materials and height. As used herein, fences shall include walls, barricades, shrubbery or other impediments to reasonable mobility and visibility. Absent an extraordinary showing of need by the owner of a Lot, no fence shall be allowed along any Lot line. The Architectural Control Committee shall only approve the construction of a fence upon a determination that the fence is aesthetically pleasing; does not detract from the reasonable value of any Lot and does not unreasonably impede the view of any water course or other attractive feature from any other Lot.

(j) No satellite receiving dish, radio antennae or other similar device shall be located on any Lot. The Architectural Control Committee shall approve the location of such device only upon making an affirmative finding that the location of the device on the Lot is in the area of minimum visibility from any surrounding Lot or from any street, and upon a further finding that the proposed location will not significantly detract from the aesthetic values of the subdivision.

(k) No plans shall be approved unless such plan calls for a minimum of three off street parking places for the Lot, and further allows off street parking for boat trailers, vans, travel trailers or other oversized vehicles. No such trailers or vehicles shall be allowed to be parked on the right of way of any street within the subdivision.

(l) No activity, whether active or passive, that is reasonably considered a nuisance by the Association shall be allowed on any Lot. This prohibition includes any activities within any structure, on any Lot or on any street or common area. The Association is specifically authorized by Paragraph 16 of these Protective Covenants to adopt rules regarding conduct and use of any Lot; however, the Association may find any conduct or use of a Lot to be a nuisance notwithstanding the fact that such conduct is not specifically prohibited by these Protective Covenants or by an adopted rule. If any conduct is deemed by the Association to be a nuisance, and to the extent that such conduct is not specifically prohibited by the provisions of these

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Protective Covenants or by an adopted rule, the Association shall give written notice to the offending owner specifying the nature of the nuisance, and requesting that such nuisance be terminated. If any nuisance is not terminated within a thirty (30) days thereafter, the Association may, in addition to any other remedy, impose a fine in the amount of \$100.00 per violation. If the nuisance is of a continuing nature, a separate violation shall be considered made each day the nuisance continues. All such fines may be collected in the same manner as an assessment as more fully specified herein, and all attorney's fees incurred may be collected as allowed by Paragraph 7 herein.

5. ARCHITECTURAL CONTROL COMMITTEE PROCEDURES. At least thirty (30) days prior to the anticipated commencement of any landscaping or construction of any structure or improvement on any Lot, the owner of such Lot (or his duly appointed agent) shall submit to the Chairman of the Architectural Control Committee a plat of the Lot, which plat shall show each Lot corner. There shall further be shown on each such plat the proposed location of all proposed and existing structures or improvements, including driveways, bulkheads, piers, patios, decks and walkways. There shall further be provided to the Architectural Control Committee sufficient building elevations and other site plans, including a statement of exterior building materials and proposed exterior colors, to allow the Architectural Control Committee to appropriately and accurately evaluate what is proposed for construction on the Lot. The plat shall be professionally prepared, but there shall be no requirement that it be prepared by a registered surveyor or licensed architect. There shall further either be included on the plat, or submitted as a separate plan, a complete landscape plan for the Lot. There shall be submitted two copies of all information required to be submitted.

Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the Lot whether or not the requested improvements and landscape plan are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plan shall be deemed approved. The response of the Association may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and accordingly not approved, and the thirty (30) day time for response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the construction shall be deemed approval by the owner of the Lot of the conditions imposed. Any approved landscape plan shall be approved subject to the express condition, whether or not so stated in the letter of approval, that the landscape plan shall be fully implemented in a professional way as soon as reasonably possible following completion of construction of improvements on the Lot, and shall further be conditioned upon the condition that such landscape plan, once implemented, shall be maintained in a professional manner at all times.

The Architectural Control Committee shall approve the plans as submitted, if all required information is submitted, and the following affirmative findings are made by the Architectural Control Committee:

- (a) that the improvements sought to be constructed will not have negative economic impact on any other Lot within the subdivision;
- (b) that all required specific building standards and other conditions contained within the Protective Covenants and other

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applicable legal documents have been complied with;

(c) that the improvements are architecturally compatible with proposed or constructed improvements on other Lots within the Subdivision; and

(d) that the natural features of the Lot have been retained to the maximum extent feasible.

Any owner of any Lot disagreeing with the finding of the Architectural Control Committee may appeal the decision to the Board of Directors of the Association by giving written notice of appeal to the President of the Association within fifteen (15) days following receipt of notice of denial. The Board of Directors of the Association shall then review the plans, giving the Chairman of the Architectural Control Committee the opportunity to present to the Board of Directors of the Association specific reasons why the plans were denied, in the presence of the owner of the Lot or his agent, and the owner of the Lot or his agent may present information challenging the findings of the Architectural Control Committee. The decision of the Architectural Control Committee shall only be overridden by unanimous vote of the Board of Directors of the Association.

All notices required to be given herein shall be given in writing, hand-delivered or mailed postage prepaid, return receipt requested, and the Architectural Control Committee shall be obligated to specify the particular grounds upon which denial of any application is founded. One set of plans, denoted as approved (or approved with specified conditions) shall be retained by the Architectural Control Committee and the other shall be returned to the applicant.

At such time as the requisite approval has been obtained as hereinabove set out, and once the construction commences, said residence shall be completed and a Certificate of Occupancy issued within twelve (12) months.

6. **ASSOCIATION.** The owner or owners of every Lot shall be a voting member of the Association. However, only one vote shall be allowed per Lot; to the extent that there is more than one owner of any one Lot, said owners shall determine among themselves, and designate, one voting member, which voting member shall cast the vote allocated to said Lot. If the owners cannot agree among themselves, the Board of Directors of the Association shall determine and designate a voting member from among the owners of the Lot. The Association shall be governed by a Board of Directors, selected in accordance with the By-Laws of the Association, and the Association shall operate and do business in accordance with the terms of its By-Laws.

The Association shall have the responsibility of maintaining in good condition all private streets within the Subdivision (if any) and to maintain in good, working condition all street lights or area lights, if any, constructed within the Subdivision and constructed for common benefit, to the extent such street lights or area lights are not owned and/or maintained by a public utility. The Association shall further have the responsibility of maintaining a sightly appearance along all street rights of way and utility easements, to the extent that the same are utilized for common ingress and egress or benefit.

The Association shall have the responsibility of maintaining in good condition all common areas, including all docks and piers, if any, and shall be responsible for adopting rules and regulations governing utilization of such common areas. The Association shall be obligated to accept ownership of all common

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areas designated on any recorded subdivision plat the properties of which are made subject to the provisions of this Declaration. To the extent necessary, the Association may employ personnel necessary to perform its obligations, or needed to benefit the owners of Lots within the Subdivision.

The Association shall have the obligation to provide for itself and for the benefit of the owner of each Lot all necessary professional services to promote the proper maintenance of all streets and other common areas and to provide the smooth, proper and legal administration of the Association. These services may include services of an engineer, lawyer, accountant or other professional. The Association is specifically authorized to provide such other incidental services for the benefit of the Subdivision and in the management of the Association as deemed reasonably necessary by the Board of Directors of the Association. The Association shall also have an affirmative obligation to maintain all private roads (if any) and other common elements in good condition, utilizing its funds so to do, notwithstanding the utilization or lack of utilization of such facilities by any or all Lot owners. The Association shall maintain all insurance coverage it believes desirable, including, but not limited to officers and directors liability insurance, general liability insurance, workmans compensation insurance and casualty insurance.

The Association shall have the optional authority to provide any service to the Lots it believes desirable, including, but not limited to cable television, waste collection or utility service. Such services may be provided by the Association directly, by a subsidiary owned by the Association or by contract with a third party. Assessments may be collected to pay for the provision of such services.

The Board of Directors of the Association may maintain a capital reserve fund for common area replacement and maintenance if deemed necessary by said Association, but shall be under no obligation so to do if, in the reasonable opinion of the Board of Directors of the Association, annual maintenance of common areas is sufficient to make unlikely significant and unexpected expenditures within a five year period from the due date of the current regular assessment.

In order to fund its obligations, the owner of every Lot is obligated and bound, whether or not expressly stated in any instrument of conveyance, to pay to the Association the following:

- (a) annual charges or dues; and
- (b) special assessments.

All such assessments, charges, and dues, together with any interest thereon, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessments are made. Liens shall be perfected in the manner of a mechanics or materialmens' lien under North Carolina General Statutes, and any lien for dues unpaid shall be filed within thirty (30) days after the due date of the payment of such assessment. The due date shall be the first day of the fiscal year of the Association, as to annual dues; and the date established for payment of a special assessment, as more fully set out hereinafter. Any such lien may be enforced in the manner of a deed of trust with power of sale, as allowed by North Carolina General Statutes, through a foreclosure proceeding. This instrument shall be deemed to give to the President of the Association said power of sale.

The annual assessment shall be four hundred twenty and no/100 dollars (\$420.00) per year, payable two hundred ten and no/100 dollars (\$210.00) on January 1 and two hundred ten and

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no/100 dollars (\$210.00) on April 1. All lot closings will be prorated depending upon date of closing.

Individual owners of unimproved lots, including Declarant, will be responsible to keep their lots properly maintained, i.e. bush hogging, etc. Such tasks will not be an expense of THE COVE HOMEOWNERS ASSOCIATION.

Individual owners of improved lots (i.e. with completed structures) shall be responsible to keep the lot and the structure(s), parking areas and other improvements properly maintained at all times and consistent with the affirmative findings made by the ACC as more fully described in Paragraph 5 of these Protective Covenants.

In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, repair and replacement of items for which he is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and all costs, including a service charge, shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the lot.

A special assessment may be levied from time to time by vote of a minimum of 70% of the total votes cast in any regular or special meeting, called in accordance with the By-Laws. A special assessment may be made for any purpose for which expenditures are allowed in accordance with this Declaration. The resolution approving a special assessment shall specify the date payable.

Notwithstanding any provisions of these Protective Covenants, including this Paragraph 6, the Board of Directors shall have authority to levy any special assessment if, in the sole discretion of said Directors, the assessment is reasonably required to protect properties impacted in case of an emergency, such as a storm causing severe erosion. In such event, the Directors shall give written notice to the members so affected as promptly as possible after the determination of said assessment and the action shall be binding as though ratified by the requisite vote of the owners of Lots.

**7. ENFORCEMENT.** These Protective Covenants, including any amendment hereto, may be enforced by any individual Lot owner; by the Association, upon action by its Board of Directors; or by Declarant, as long as Declarant owns any Lot within the Subdivision. Appropriate remedies shall include, but not be limited to, specific performance. In any action to enforce these Protective Covenants, including any action to collect assessments, either regular or special, or to foreclose upon any real property for payment of such assessment, all cost associated with said collection, including court costs and reasonable attorney's fees, shall be collected as an additional assessment. In addition, interest at the rate of twelve percent (12%) per annum shall be collected from the due date of any assessment, until the assessment is paid in full.

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The State of North Carolina is specifically given authority to enforce the provisions of these Protective Covenants in regard to the enforcement of stormwater regulations adopted by the Department of Environmental Management of the State of North Carolina, this right to specifically include the right to be granted the remedy of specific enforcement. This right may be enforced against any individual Lot Owner or against the Association, as appropriate.

8. **BULKHEADS.** Upon the conveyance of any of Lots 4, 5, 6, 7, 8, 9, 10, 11 or 12, of The Cove, as recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_, of the New Hanover County Registry, by Declarant, the Owner of said lot or lots as the case may be, must construct or have constructed a "bulkhead" along the entire portion of that lot fronting the water basin serving the Cove, after first having presented the plans for the construction of said bulkhead to the Architectural Control Committee pursuant to Paragraph 5 as hereinabove set out, and in compliance with all applicable local and state regulations and restrictions, and the completion of the construction of said bulkhead shall be within two hundred seventy five (275) days of recordation of the deed from Declarant to said lot owner. Upon recordation of a deed to any lot(s) in The Cove, the record owner of said lot(s) consents to provide full cooperation to assist any other owner of a lot(s) located in The Cove in obtaining the requisite permits to construct a bulkhead to include, but not limited to, execution of any requisite documents.

9. **SETBACKS.** All setback and building restriction areas, and allowable building areas, as shown on the recorded subdivision plat of the subdivision, shall be incorporated herein by reference.

10. **AMENDMENTS.** These Protective Covenants shall continue in full force and effect until 12:00 noon on January 1, 2005, at which time it shall automatically extend for additional successive periods of ten (10) years, unless a document terminating or modifying these Protective Covenants is recorded prior to any renewal date in the office of the Register of Deeds of New Hanover County, which amendment shall require approval of sixty-seven percent (67%) of the Lots subjected to these Protective Covenants (including any amendments hereto).

11. **BINDING EFFECT.** All covenants, restrictions, reservations, easements and privileges contained herein shall run with the land and the grantee, by accepting any deed to any portion of such land described herein, accepts the same subject to these Protective Covenants and its terms and conditions and agrees for himself, his heirs, successors and assigns, to be fully bound by each and all of the terms and conditions of these Protective Covenants, jointly, separately, and severally.

12. **RESERVATION OF RIGHTS.** Declarant hereby reserves the right to utilize all streets and roads within the Subdivision for purposes of ingress and egress to Lots within such Subdivision owned by it, or for purposes of providing access to other contiguous properties owned by it. This right shall be assignable by Declarant to successors in interest to it of other contiguous properties. Any utility easements reserved as shown on any recorded plat (and all roadways shall be deemed for this purpose a utility easement) shall be available for utilization by Declarant, authorized utility companies, or by the owner of any Lot within THE COVE for purposes of providing utility services or necessary drainage, but only upon approval of the Association given by its Board of Directors.

13. **RESUBDIVISION.** No resubdivision of any single Lot shall be allowed, if any resulting Lot will be smaller in size than any of the Lots resubdivided, prior to resubdivision. Nothing

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contained herein shall prohibit conveyance of more than one Lot, or portions of contiguous Lots, as long as the resulting Lot or Lots are greater in size than those originally subdivided. The deed of conveyance of any such resubdivided or recombined Lots shall restrict the construction thereon to one single family residential home per redivided Lot, so that the maximum number of homes which can be constructed within the Subdivision shall not increase. Upon the recombination of any Lots to reduce the total number of allowable building Lots within the Subdivision, for purposes of membership in the Association and for purposes of the payment of dues and assessments, any recombined Lots shall be considered a single Lot. Furthermore, should any Lot be determined by Declarant to be unbuildable, and should such Lot then be deeded to the Association as common area, or dedicated by Declarant as a recreation or open space area for the benefit of the Association, all by document duly recorded in the office of the Register of Deeds of New Hanover County, there shall be no further dues owed from the date of such recordation; however, any dues prepaid shall not be reimbursed.

14. UTILITY EASEMENTS. There is hereby reserved for the benefit of the Association and the owner of each Lot within the Subdivision a utility, drainage and maintenance easement running parallel to each street a width of 10 feet, and parallel to the rear Lot line of each Lot a width of five feet and five feet (5') parallel with each side lot line. Utilization of such easement by anyone other than the Lot owner across which such easement runs shall be made only upon approval of the Board of Directors of the Association.

No such utility easement shall be utilized by any member of the Association, or any other party, for purposes of ingress and egress to the water. Furthermore, the Association shall have no right to allow access above the mean high water mark adjacent to any water body to any party, and, to the extent allowed by law, no person shall be granted the right to traverse any Lot for the purpose of water access, or for any other purpose, without the express, written consent of the owner of such Lot.

15. LEASING OF RESIDENCE. It is the intention of the Declarant to preclude short term leases or rentals of residences of Lot owners within the Subdivision; accordingly, all leases or rentals (written or oral) of residences within the Subdivision when in the rental or lease period shall be less than sixty (60) continuous days, shall be precluded.

16. MINOR AMENDMENT. Declarant, or its successor or assign, shall be allowed to amend these Protective Covenants, notwithstanding any other provision contained herein, and without joinder of any other party, for the purpose of correcting any discovered error contained herein, clarifying any ambiguity contained herein, or adding or deleting any incidental provisions deemed in the sole discretion of Declarant to be in the best interest of the Subdivision, and the owners therein. This right may be exercised, and shall be effective, only upon the recordation of a "Corrected Declaration" in the office of the Register of Deeds of New Hanover County, which Corrected Declaration shall specifically reference this document, and the provision impacted.

17. RULES. The Board of Directors may from time to time establish rules for use of any property within the Subdivision in order to protect the value of Lots, the aesthetic qualities of the Subdivision and the tranquility of the owners of Lots. said rules may include, but are not limited to, reasonable restrictions on pets, rental use of homes, and parking of cars, trailers, boats, campers and other vehicles on Lots and streets. All such rules shall be enforceable as though set out within these Protective Covenants.

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18. SIGNAGE AND ENTRY. Declarant shall construct an entrance wall or gate at the entrance to the Subdivision, and is further authorized, but is not required, to construct a subdivision identification sign. The wall, landscaping along such wall, the sign and landscaping around such sign shall be maintained in good condition at all times by the Association, and all expenses relating thereto shall be a common expense of the Association. Declarant is specifically authorized to utilize the utility easement reserved in accordance with the provisions of Paragraph 13 of this Declaration for purposes of construction and maintenance of any such wall or sign, and the Association shall further be authorized to utilize such easement for such purpose.

IN TESTIMONY WHEREOF, said parties have caused this instrument to be executed in their corporate name by their corporate officers, and their corporate seals to be hereto affixed, all by order of their Board of Directors first duly given, this the day and year first above written.

FIRST SAVINGS BANK, FSB:

ATTEST:

Maria C. Coleman  
 SECRETARY  
 Corp.

BY: D. Gary Sullivan  
 SENIOR VICE PRESIDENT



STATE OF SOUTH CAROLINA  
 COUNTY OF GREENVILLE

I, LILLIAN M. EDENS, a Notary Public of the County and State aforesaid, certify that MARIA C. COLEMAN personally came before me this day and acknowledged that she is ASST. CORP. SECRETARY of FIRST SAVINGS BANK, FSB, a South 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 SENIOR VICE President, sealed with its corporate seal and attested by HOE as its ASST. CORP. Secretary.

WITNESS my hand and official stamp or seal this the 25th day of FEBRUARY, 1993.

Lillian M. Edens  
 NOTARY PUBLIC

My commission expires:

May 21, 2002



construction to be in compliance with all local and state regulations and restrictions.

STATE OF NORTH CAROLINA  
 New Hanover County  
 The Forgoing / Annexed Certificate(s) of

Lillian M. Edens

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

This the 16 day of April, 1993  
 Mary Sue Oels, Registrar of deeds

by [Signature]  
 Deputy / Assistant

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