

NOT AN OFFICIAL DOCUMENT. 2016 AMENDMENT INSERTED FOR EASE OF USE.

Amended and Restated

Declaration of Covenants, Conditions and Restrictions

For

Wedgfield at Crosswinds South, Section 1

and

Extension of Wedgfield at Crosswinds South

Whereas, B & D subsequently amended the Original Declaration by instrument recorded in Book 2171, Page 382 and declared that the properties described and depicted in Map Book 36, Page 191 of the New Hanover County Registry, also known as Extension of Wedgefield at Crosswinds South (“Wedgefield Extension”) would be held, sold, and conveyed subject to the Original Declaration, as amended; and

Whereas, B & D subsequently turned over control of the common area within Section 1 and Wedgefield Extension to the Association and the Association is the successor to the rights of Declarant under the Original Declaration as amended; and

Whereas, Article X, Section 5 of the Original Declaration provides that the Declaration may be amended 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 not less than two-thirds (2/3) of the Lot Owners; and

Whereas, following proper notice to all Owners in Wedgefield at Crosswinds South and after obtaining the required quorum, the amendments to the Declaration set forth herein received the affirmative vote of at least two-third (2/3) of the Owners casting their vote at a meeting of the members on February 20, 2016.

Now, therefore, as Successor Declarant, the Association declares that all of the Properties 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 real property and be binding on all parties having any right, title or interest in the described Properties of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

SECTION 1. Association and **Successor Declarant** shall mean and refer to Wedgefield at Crosswinds South HOA, Inc., a North Carolina non-profit corporation, its successors and assigns, the owners association organized for the mutual benefit and protection of the Properties. All property owners of lots in Wedgefield at Crosswinds South and any adjoining areas hereafter developed and subjected to this Declaration, if any, shall be members of the Association, which membership shall be appurtenant to and may not be separated from the ownership of such single family lot.

SECTION 2. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. Properties shall mean and refer to all of Section 1 and Wedgefield Extension, as described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. Additional Properties shall mean and refer to any lands adjoining the Properties which are now owned or may be hereafter acquired or developed by Declarant and annexed to and made a part of the Properties by the Declarant and subjected to this Declaration without the assent or vote of the Owners of lots as hereinafter provided. The annexation of such additional Properties shall become effective by the recording by the Successor Declarant of an Amended or Supplemental Declaration for each new section annexed.

SECTION 5. Common Area shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be all streets and all of the area designated as "Common Area" on the plats of Section 1 and Wedgefield Extension, Wedgefield at Crosswinds South.

SECTION 6. Lot shall mean and refer to any of the numbered lots in Section 1 or Wedgefield Extension, Wedgefield at Crosswinds South.

SECTION 7. Declarant shall be used interchangeably with "Developer" (which designations may be used herein in the third person neuter for convenience only, but such terms shall include singular, plural, masculine and neuter as required by the context) to mean and refer to Hollis Family Partnership, a North Carolina a General Partnership, its successors and assigns.

SECTION 8. Declaration shall mean this Instrument as it may be from time to time amended or supplemented.

SECTION 9. Membership shall mean and refer to the rights, benefits, duties and obligations, which shall inure to the benefit of and burden each member of the Association.

SECTION 10. Member shall mean and refer to every person or entity that has a membership in the Association.

ARTICLE II.

PROPERTY RIGHTS

SECTION 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to suspend the voting rights and privileges by an Owner for any period during which any assessment against his Lot remains unpaid for any infraction of its published rules and regulations;
- B. The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective until approved by vote of at least two-thirds (2/3) of the members as indicated in an instrument executed by the Association and recorded in the New Hanover County Registry.
- C. The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

ARTICLE III.

EASEMENTS

SECTION 1. Perpetual, alienable easements are reserved as necessary in the Properties and the Common Areas thereof for the installation and maintenance of underground utilities and drainage facilities.

SECTION 2. Successor Declarant hereby reserves unto itself, its successors and assigns, perpetual, alienable easements over all streets and common areas as necessary to provide access, ingress and egress, to the remaining undeveloped property owned by Declarant, in the event the Declarant, its successors or assigns should develop any property adjoining Wedgefield at Crosswinds South and annex the same to this development as herein provided.

SECTION 3. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon the Lots and common area in the performance of their duties.

SECTION 4. In case of a bona fide emergency originating in or threatening any Lot or the Common Area, regardless whether any Lot Owner is present at the time of such emergency, the Board of Directors or any other person authorized by it, shall have the right to enter any Lot for the Purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot Owners, and such right of entry shall be immediate and shall not be deemed a trespass.

SECTION 5. The Successor Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right, on, over and under the ground with men and equipment to erect, maintain, inspect, repair and use electric and

telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over each lot and such other areas as are shown on the plat of the Properties recorded or to be recorded in the office of the Register of Deeds of New Hanover County; provided further, that the Successor Declarant may cut drain ways for surface water whenever such action may appear necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or on any residential lot now or subsequently designated for such use or to locate same upon any lot with the permission of the owner or such lot. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service. Lot Owners shall not be permitted to build, maintain or plant anything on an easement without permission of the Board of Directors and anything placed on an easement must be removed at the Lot Owner's expense when so required by the Board of Directors or any local or state governing authority.

SECTION 6. The Successor Declarant reserves unto itself, its successors and assigns, the right to subject the real property in this Subdivision to a contract with Progress Energy for the installation of street lighting, which contract requires a continuing monthly payment to Progress Energy by each residential customer for street lighting service.

SECTION 7. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its heirs and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

SECTION 8. The Berm constructed along South College Road is for the benefit, enjoyment and privacy of the lot owners of Wedgefield at Crosswinds South. The Association reserves for itself, its successors and assigns, an easement and right-of-way under, over and across those areas designated as "Landscape and Maintenance Easement running along the rear property lines of the lots backing and parallel to South College Road as shown on the Section I plat described herein, for the installation and maintenance of the berm and retention pond area.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every Owner of a lot in the Properties shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

SECTION 2. Each member shall be entitled to one vote in the affairs of the Association for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

ARTICLE V.

MANAGEMENT AND CONTROL

Management of the affairs of the Association shall be the right and responsibility of its Board of Directors in accordance with the Declaration and the By-Laws.

ARTICLE VI.

COVENANTS FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefrom, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- A. Annual assessments or charges, and
- B. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- C. Insurance assessments; and
- D. To appropriate governing taxing authority, a pro rata share of ad valorem taxes levied against the Common Area.

The annual, special and insurance 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 property against which each assessment is made. Each such 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Areas, and for such other purposes as may be set forth in or authorized by this Declaration. The funds arising from said assessments or charges may be used for any or all of the following purposes: Maintenance and improvements of the common areas, including drainage infrastructure, streets, roads, drives, and rights of way; enforcing these restrictions; and, in addition, doing any other things necessary or desirable in the opinion of the Association to keep the property in neat and good order and to provide for the health, welfare and safety of Owners and residents of Wedgefield at Crosswinds South.

SECTION 3. Annual Assessments. Annual assessments shall be in the amount to be fixed from year to year by the Board of Directors 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 annual assessment against each lot for any given year shall be fixed at least 30 days in advance of the annual assessment period. Written notice of each annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro rata monthly, quarterly, or annual 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. The maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

B. The maximum annual assessment may be increased more than five percent (5%) above the assessment for the prior year by a vote of sixty-seven percent (67%) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, including drainage infrastructure, provided that any such assessment shall have the assent of sixty-seven percent (67%) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. Insurance. The Board of Directors on behalf of the Association, as a common expense, shall at all times keep the property of the Association insured against loss or damage by fire or other hazards including, but not limited to directors' liability and public liability insurance, upon such terms and for such amounts as may be reasonably necessary from time to time to protect the Properties and Common Area,

which insurance shall be payable in case of loss to the Association for all members. The Association shall have the sole authority to deal with the insurer in the settlement of claims. Such insurance shall be obtained without prejudice to the right of each member to insure his personal property for his own benefit at his own expense. In no event shall the insurance coverage obtained by the Association be brought into contribution with insurance purchased by members or their mortgagees.

SECTION 6. Insurance Assessments. All insurance policy premiums on the Common Areas for the benefit of the Association purchased by the Board of Directors or its designee and any deductibles payable by the Association upon loss shall be a common expense, and the Association shall levy against the Owners equally as an additional annual assessment, (herein called "Insurance Assessment") which shall be in addition to the amounts provided for under Section 3 above, an amount sufficient to pay the annual cost of all such insurance premiums.

SECTION 7. Notice And Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days or 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 thirty percent (30%) of all the votes of each class of membership shall constitute a quorum. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding getting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis as determined by the Board of Directors.

SECTION 9. Commencement of Assessments. Assessments for each Lot shall commence upon the date of acceptance by an Owner, or Owner's predecessor in interest, of a deed from Declarant.

SECTION 10. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date of the highest rate allowable by law. Failure to pay the assessment within thirty (30) days after the due date shall result in the imposition of a late fee not to exceed the greater of twenty dollars (\$20.00) per month or ten percent (10%) of any assessment installment unpaid. After notice and an opportunity to be heard, the Association may suspend the non-paying Owner's voting rights, membership privileges and services provided by the Association (except the Owner's right of access to the Owner's lot). The Association and its designees may post on the front door of any dwelling erected on the affected lot notice of the Owner's delinquency (or notice of any other violation of the Declaration), notice of the Association's claim of lien, and any other papers related to the Owner's nonpayment. Such entry upon the lot shall not constitute a trespass. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and

exercise such other rights and remedies as may be available under applicable law. The Association shall be entitled to recover from the delinquent owner, in addition to all sums owing, the costs of collection and its attorney's fees pursuant to applicable law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 11. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 VII.

ARCHITECTURAL CONTROL

SECTION 1. Building and Site Improvements. Per the State Stormwater Management Permit SW8-92115, the built upon area (BUA) may not exceed 4500 square feet on the 4600 to 4700 blocks and may not exceed 4300 square feet on the 4800 and 4900 blocks. Said limitation applies to future construction only. No dwelling, fence, wall and/or hedgerow or other structure, including, but not limited to, sheds, detached outbuildings or garages, fencing, swing sets and other structures as required herein, shall be commenced, erected, or maintained upon any lot in the Properties, nor shall any exterior addition to or change in or alteration therein be made until the plans and specifications showing the nature, kind, shape, colors, heights, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee (ACC) as to harmony of external design and location in relation to surrounding structures and topography. The ACC shall be composed of three (3) or more persons appointed at the discretion of the Board of Directors. The ACC will provide prompt acknowledgement of receipt of the plans and before the thirtieth (30th) day following receipt of the completed plans, will approve or reject the plans. In the event the ACC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the proposal will be deemed to have been approved. Refusal or approval of any such plans, location or specifications may be based upon any ground, including purely aesthetic and environmental considerations that in the sole discretion of the Architectural Control Committee shall seem sufficient. The property owner shall have the right to appeal the rejection of the plans to the Board of Directors of the Association, whose decision shall be final. Neither the Board of Directors of the Association nor the ACC 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. Building permits are the sole responsibility of the home owner.

SECTION 2. Approval of Plans and Builder

A. No house plans will be approved unless the proposed house shall have a minimum of 2000 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided further, that shed type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area".

B. 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 Architectural Control Committee, as the case may be. Provided, however, that no dwellings shall be constructed closer than 10 feet to an adjoining property line, unless a variance from such restrictions is granted by the Successor Declarant.

C. The exterior and landscaping of all houses and other structures must be completed (meaning that a certificate of occupancy has been issued and the structure is otherwise ready for occupancy) 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 calamities.

D. 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 Architectural Control Committee 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 Architectural Control Committee overcrowd the site, and provided further, that such buildings are not used for any activity normally conducted as a business. Architectural metal roofing is allowable, provided it is factory-painted and approved in writing by the Architectural Control Committee.

E. All service utilities, fuel tanks, garbage, refuse containers, clothes lines and wood piles are to be enclosed within a wall or plant screen of a type and size approved by the Declarant or the Architectural Control Committee, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision. The design and construction of mail and newspaper boxes is to be approved by the Architectural Control Committee and to be maintained in good repair. Trash receptacles shall be placed along the curb no earlier than the evening prior to the scheduled garbage pickup and shall be removed no later than the evening after such pick-up.

F. 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 drive ways thereto shall be constructed of concrete, brick, asphalt, or turf stone, or any other material approved by the Architectural Control Committee. Vehicles with a gross weight (GVWR) of over 11,800 pounds are prohibited on any property at any time. Vehicles of any kind requiring a DOT placard are expressly prohibited. Passenger buses are not to be kept on Wedgefield lots at any time. Parking on lawns is prohibited.

G. The front yard of each lot must be sodded and must have an operable sprinkler system approved by the Architectural Control Committee.

SECTION 3. Maintenance by Association. The Association at its expense, shall be responsible for maintaining, repairing and replacing all utility and drainage lines, berms and pipes located on the properties that principally serve the subdivision, except those lines, berms, and pipes damaged by homeowners or their contractors, and except those lines and pipes which service only the structure or structures on the lot on which they are situated. The Association shall have the right to go onto the lots at reasonable times for the purpose of maintaining, repairing and replacing all utility and drainage lines, berms and pipes which might be located on such lots, and each Owner hereby grants permission to the Association to enter his lot for such purposes upon reasonable notice.

In the event that such need for maintenance, repair or replacement (other than such being caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance Policies) is caused through the willful; or negligent act of the 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 Lot is subject.

The Association shall maintain all common areas, including plantings and shrubbery, boardwalks or walkways located thereon, and lighting fixtures (other than street lights) and shall pay all costs of operation thereof including premiums associated with general liability insurance insuring the Association from liability arising from ownership and operation thereof.

ARTICLE VIII.

USE RESTRICTIONS

SECTION 1. Land Use and Building Type. No Lot in Wedgefield at Crosswinds South, other than the Common Area, shall be used for any purposes except for residential purposes. All lots (herein referred to as "single family lots") shall be 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 VII

of this Declaration relating to architectural control. Different Land Use Restrictions and Architectural Control Guide Lines may be established for adjoining properties to be developed by Declarant.

SECTION 2. Nuisances. No noxious or offensive activity, including but not limited to, continuously barking dogs and noxious odors, shall be carried on 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 plant or animals, nor device or thing of 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 property in the neighborhood by the owners thereof. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt condition of buildings or grounds on such lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Clothes may be hung from clothes lines provided such clothes lines are screened with fencing that is not less than six (6) feet above ground and they are not visible from the street. Dumping of any kind, creating or maintaining obstructions in any and all storm water facilities or appurtenances attached thereto (including, without limitation, the dumping of any debris or hazardous material or poisonous substance into the sanitary sewer and storm system) is expressly prohibited. Construction projects shall be kept free of debris at all times and shall be maintained in a safe condition. Fines for violations of this section shall be per day until the debris or obstruction is removed. Fines for violation of this section shall not exceed the maximum provided by the Planned Community Act and other applicable law, as the same are from time to time amended.

SECTION 3. Lot Maintenance. Painted surfaces shall be kept in good repair and condition. All structures shall be kept in good repair and condition. Lawns and flower beds shall be kept free from weeds or excessive accumulations of mold. All lawns shall be trimmed under six (6) inches in height. Lot Owners shall keep their Lots free from weeds, underbrush or refuse piles, or unsightly growth or objects. If a Lot Owner fails or refuses to do comply with this condition, then after thirty days notice by posting or first class mail from the Architectural Control Committee, the Association or its designee shall enter upon such lands and remove the same at the expense of the Owner, and such entrance shall not be deemed a trespass, and in the event of such removal, a lien shall arise and be created in favor of the Association for the full amount of the cost thereof chargeable to such Lot, 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, Outbuildings, and Other 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 its designee. Garden sheds shall not exceed 144 square feet in area, 12 feet by 12 feet and 10 feet in height, shall use no fiberboard siding. Detached outbuildings/garages shall be a maximum of 540 square feet in area and a maximum height of 21 feet. Outbuildings shall match the dwelling on the lot architecturally, including matching the main house regarding pitch, overhang,

details like fascia, frieze molding window grid, shingles, and siding. The building/use and placement of all garden sheds and other outbuildings is subject to the review and approval of the ACC for complete plans, including BUA, lot placement, materials and all dimensions. Fencing is to be man-made materials, weather treated or of cedar material. Fencing may be stained but not painted and must be a natural or stained wood tone. Fence rails are to face the interior of the Lots. Any changes to fencing must first be approved after final plans are submitted to the ACC. Swing sets, playhouses and other children's facilities and playthings, including, but not limited to, basketball backboards and other athletic equipment, shall be kept in good condition and not fall into disrepair. Ramps and goals of any type are prohibited unless approved by the Architectural Committee. Children's or other bathing pools larger than 8 feet in diameter are subject to approval by the Architectural Committee and are not to be kept between the rear wall of the principal structure on the lot and the road.

SECTION 5. Recreational Vehicles. No boat, motor boat, camper, trailer, motor or mobile homes, or similar type vehicle, shall be permitted to remain visibly placed on any lot at any time unless by consent of the Board of Directors, as applicable, provided however, that recreational vehicles and boats may be allowed on the lot for maintenance, loading, unloading, or cleaning. In all cases, such boats and vehicles are not to remain on the property longer than seven (7) with a mandatory absence of two (2) weeks between stays.

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. Outside Antennas. No outside radio, television antennas, or solar panels shall be erected on any lot or dwelling unit within the Properties unless and until permission for the same has been granted by the board of Directors of the Association or its Architectural Control Committee, except those that are exempt from regulation by law.

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 except for holiday and festive occasions. No holiday decorations shall be added to a house or lot more than 45 days before holidays and must be removed not more than 45 days thereafter. Holidays are to be those considered as national, religious or otherwise modified by the WHOA Board of Directors.

SECTION 9. Junk Vehicles And Tractor Trailers. No inoperable vehicle or vehicle without current registration and insurance, and no tractor-trailer or other truck or vehicle larger than a pickup truck (GVWR greater than 11,800 lbs.) shall be permitted on the Properties unless prior permission is obtained from the Architectural Control Committee. The Association shall have the right to have all such vehicles towed away at

the owner's expense. Access to lots for this purpose, or for any other purpose reserved to the Association under this Declaration, shall not be a trespass.

SECTION 10. Water and Sewer Service. The Declarant will furnish a water meter and sewer service to each lot. Each lot owner will be required to pay for any sewer connections, impact fees or any other charges imposed by any entity furnishing water or sewer service to the Lots.

SECTION 11. Signs. Professionally prepared "For Sale" or "Sold" signs containing no more than ten square feet of area, shall be permitted on any Lot. One political sign (maximum dimensions of 24 inches by 24 inches) is permitted on each Lot during the period beginning 45 days prior to the date of election and concluding seven days after the election. Lot owners shall not place political signage in Common Area, easements or rights-of-way. Commercial signs may be erected on any lot for a short term while work is being performed if they meet the maximum dimensions of no more than 10 square feet.

SECTION 12. Alterations. No person shall undertake, cause, or allow any alteration of construction in or upon any portion of the Common Areas except at the direction or with the express written consent of the Association. The alternation to any grade on any Lot shall not cause rainfall to flow off of the altered Lot on to that of his neighbor or otherwise alter the original grade of the Lot and cause run-off onto neighboring properties.

SECTION 13. Subdividing. No lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the Declarant during the period of Declarant control of the Association and thereafter by the Board. However, the Declarant hereby expressly reserves unto itself, its successors and assigns, the right to replat any two (2) or more lots shown on the plat of any subdivision of the Property in order to create one or more modified lots; to further subdivide tracts shown on any such subdivision plat into two or more lots; to recombine one or more tracts or lots or a tract and lots to create a larger tract; to eliminate from this Declaration lots that are not otherwise buildable or are needed for access to any area of the Property or are needed for use as private roads or access areas, and to take such steps as are reasonably necessary to make such replatted lots or tracts 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 easements, walkways, and rights-of-way to conform to the new boundaries of the said replatted lots.

SECTION 14. Built Upon Area. No more than 4500 square feet on the 4600 to 4700 blocks and 4300 square feet on the 4800 and 4900 blocks of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials and other impervious surfaces. This covenant is intended to insure continued compliance with storm water run off rules adopted by the State of North Carolina and applies to future construction.

SECTION 15. Fines for Non-Compliance; Notices of Violation; Appeal Process. All remedies available to the Association to achieve compliance with this

Declaration are intended to be cumulative. The Association may impose sanctions for violations of this Declaration or the Bylaws, or Rules and Regulations, including reasonable monetary fines. The Board may assess the reasonable monetary fines authorized by this Section as an assessment authorized by this Declaration. Fines shall not exceed the maximum provided in the Planned Community Act or other applicable laws, as the same are from time to time amended. Notice of violations shall be made to the offending Owner by certified letter and/or by the posting on the front door of the Owner's residence, such posting to occur between the hours of 8 a.m. and 7 p.m. The Association maintains and reserves the right of entry onto the Lots for this purpose. The Owner may appeal the notice of violation to the Board within 14 days of delivery, in writing, to the Association President or Secretary. If neither of these officers is available, the appeal may be presented to any current Association Board member. The Association Board will hear appeals and a determination will be rendered not more than fourteen (14) days from services of the written letter of intent to appeal. The appeal process shall allow the appellant the opportunity to present the appeal to the Board and, where appropriate, to bring experts as the appellant sees fit, at appellant's sole expense. Provided the Board and the appellant agree, any member in good standing may attend the hearing.

ARTICLE IX.

ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Except as provided in Section 2 below, annexation of additional property shall require the assent of two-thirds (2/3) of the members at a meeting called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

SECTION 2. If the declarant, its successors or assigns, shall develop any additional lands adjoining the Properties, said additional lands or any portion thereof may be annexed to said properties without the assent of the members, provided, however, the development of additional properties permits only single family dwellings, recreational facilities and/or common areas. Annexation provided for in this section shall become effective upon the filing by the Declarant of the supplemental or amended declaration in the Office of the Register of Deeds of New Hanover County.

ARTICLE X.

GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall have the right to enforce, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by 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. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3. Lots Subject To Declaration. 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 the Declaration, and as the Declaration may be 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 the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot, their respective legal representatives, heirs, successors and assigns, and 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 twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years or less.

SECTION 4. 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 not less than two-thirds (2/3) of the Lot Owners; provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. In no event may the Declaration be amended so as to deprive the Declarant of any rights herein granted or reserved unto Declarant.

SECTION 5. Amendments by the Association. The following amendments may be effected by the Association Board without consent of the members:

- A. Successor Declarant may amend this Declaration upon annexation of additional lands as specified in Article IX, Section 2 herein.
- B. The Successor Declarant or the Board may amend this Declaration to correct any obvious error or inconsistency in drafting, typing or reproduction.
- C. The Successor Declarant shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or request or suggestion.
- D. The Successor Declarant may amend this Declaration as shall be necessary, in its opinion, and without the consent of any owner, to qualify the Association or the Property, or any portion thereof, for tax-exempt status.

E. The Successor Declarant for so long as it has control of the Board may amend this Declaration to include any platting change of the Property as permitted herein.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed by its elected officers, all as of the day and year first above written.

WEDGEFIELD AT CROSSWINDS
SOUTH HOA, INC.

By: _____
Koreen LaRose, President

ATTEST:

Vice President/Assistant Secretary

(seal)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Joyce M. Bonessi, a Notary Public of the State and County aforesaid, certify that Clifford Willman personally came before me this day and acknowledged that he is the Vice President/Assistant Secretary of Wedgefield at Crosswinds South HOA, Inc., a North Carolina corporation with its principal office in New Hanover County, and that by the 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 its Vice President/Assistant Secretary.

WITNESS my hand and official seal this ____ day of May, 2007.

Notary Public
Printed Name: Joyce M. Bonessi

My commission expires:
March 31, 2012

(seal)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

The foregoing (or annexed) Certificate of Joyce M. Bonessi, Notary Public is certified to be correct.

This instrument was filed for Registration on this _____ day of May, 2007, in the Book and Page shown on the First Page hereof.

Register of Deeds