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NEW HANOVER COUNTY, NC

TAMMY THEUSCH BEASLEY

REGISTER OF DEEDS

NC FEE \$38.00

STATE OF NORTH CAROLINA**COUNTY OF NEW HANOVER**

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
INLAND GREENS**

THIS AMENDED AND RESTATED DECLARATION ("Amended Declaration") made and entered into effective as of the 21st day of March, 2015, by INLAND GREENS HOA, INC., a North Carolina nonprofit corporation on behalf of LOT OWNERS and any other Persons owning or having an interest in the real property known as "Inland Greens," a planned community located in New Hanover County, North Carolina, as more particularly shown on the various maps thereof recorded in the office of the Register of Deeds of New Hanover County, North Carolina.

R E C I T A L S :

Inland Greens is a planned residential community ("Inland Greens") created by the Declaration of Covenants, Conditions and Restrictions for Inland Greens dated the 2nd day of May, 1990, and recorded in Book 1495, at Page 0449 in the office of the Register of Deeds of New Hanover County (as previously amended and supplemented by instruments recorded in said office of the Register of Deeds, the "Original Declaration"). The Association, as defined herein, deems it desirable to amend the Original Declaration as hereinafter stated.

Prepared by Ward and Smith, P.A., University Corporate Center, 127 Racine Drive,
Wilmington, NC 28403-8705

Please return to Ward and Smith, P.A., University Corporate Center, 127 Racine Drive,
Wilmington, NC 28403-8705

ARTICLE I

AMENDMENTS TO ORIGINAL DECLARATION

Section 1. Amendment to Adopt Amended and Restated Declaration. The Original Declaration is hereby amended to replace the same in its entirety, and adopt in its place this Amended and Restated Declaration

ARTICLE II

DEFINITIONS

Section 1. "Amended Declaration" shall mean this Amended and Restated Declaration for Inland Greens and all amendments, restatements and revisions hereto.

Section 2. "Association" shall mean and refer to Inland Greens HOA, Inc., a North Carolina non-profit corporation.

Section 3. "Board of Directors" or "Board" shall mean the duly elected Board of Directors of the Association.

Section 4. "Common Area" shall mean any real estate within the Properties owned or leased by the Association other than a Lot/Living Unit, including easements granted to the Association, and, any and all personal property and fixtures owned, leased, maintained or operated by the Association for the benefit of the Properties or the Owners.

Section 5. "Governing Documents" means the Association's Articles of Incorporation and By-Laws, this Amended Declaration, any and all published Rules and Regulations, and any and all amendments thereto.

Section 6. "I.G. and C.R. Homeowners Association, Inc." is a North Carolina non-profit corporation with membership that includes without limitation each Member of the Association, and is responsible for the operations, management, maintenance, repairs and replacements of the common areas owned by I.G. and C.R. Homeowners Association, Inc. Common areas of I.G. and C.R. Homeowners Association, Inc. include but are not limited to streets, entryways in to the communities, clubhouse, swimming pool, tennis courts, street fencing and two storage corral areas.

Section 7. "Limited Common Areas and Facilities" or "LCAF" shall mean and include those common areas and facilities which are reserved for the use and benefit of a certain Lot(s) or Living Unit(s) to the exclusion of any other Lots or Living Units and as more specifically defined on the recorded plat maps of the Association and as defined herein. Limited Common Areas and Facilities shall include, but are not limited to: landscaping, irrigation, drainage, decks, stoops, walkways or any other items located within front court yards; landscaping, irrigation, drainage, decks, stoops, walkways or any other items located in the rear enclosed yards; and rear exterior sliding glass door stoops.

Section 8. "Living Unit" shall mean and refer to any structure or building situated upon the Lots on the Properties designed and intended for use and occupancy as a residence.

Section 9. "Lot" shall mean and refer to any portion of the Properties, whether improved or unimproved, other than Common Area and property dedicated to the public, which may be independently owned and conveyed and which is separately identified on a map of all or any portion of the Property

recorded in the Register of Deeds. The term shall refer to the land as well as any improvements, including any Living Unit, thereon.

Section 10. "Member" shall mean and refer to every person or entity that holds membership in the Association. Every Owner of a Lot is a Member.

Section 11. "Mortgagee" shall mean any beneficiary under a mortgage or deed of trust.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligations.

Section 13. "Properties" shall mean and refer to the real property described on Exhibit A, including all Lots, Living Units, LCAF and Common Areas and easements included thereon.

ARTICLE III

EXISTING PROPERTY

Section 1. Existing Property. The real property described on Exhibit A is located in New Hanover County, North Carolina, and shall be held, transferred, sold, conveyed and occupied subject to this Amended Declaration, and within the jurisdiction of the Association.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and LCAF 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 limit the number of guests of Members who may utilize the Common Areas;
- (b) the right of the Association to impose regulations for the use and enjoyment of the Common Areas and improvements thereon, which regulations may further restrict the use of the Common Areas; and
- (c) the right of the Association to grant underground utilities, cable television, drainage and other easements of the type and for the purposes set forth herein.

ARTICLE V

EASEMENTS

Section 1. Owner's Easements for Ingress and Egress. Every Lot shall be conveyed with a perpetual, non-exclusive right to use any Common Area, including any roadway, walkway, pathway or driveway, which is part of the Common Area for the purpose of providing vehicular and pedestrian access to and from each Lot.

Section 2. Easements for the Benefit of the Association.

- A. Each Lot and all Common Areas and LCAF are hereby subjected to an easement for the repair, maintenance, expansion, reduction, inspection, removal, relocation or other service to all gas, electricity, television, telephone, water, plumbing, sewer, utility, drainage, whether or not the cause of any or all of those activities originates on the Lot in which the work must be performed.
- B. The Association, acting through its officers, agents, servants, and/or employees, shall have the right, upon forty eight (48) hours prior written and/or verbal notice, of unobstructed access at a reasonable time to all Properties as may be reasonably necessary to perform the exterior maintenance called for in Article VIII of this Declaration.
- C. In case of any emergency originating in or threatening any Lot or Living Unit or Common Area and LCAF, regardless whether the Lot or Living Unit 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 and Living Unit for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot Owner(s), and such right of entry shall be immediate.

Section 3. Easements for the Benefit of Owners.

- A. Easements are reserved as necessary in the Lots and LCAF for installation and maintenance of underground utilities and drainage facilities.
- B. Easements are reserved over those portions of the Common Areas and LCAF that may be necessary or required to accommodate overhanging eaves or other cantilevered construction which may encroach upon the Common Areas or LCAF or the air and light space above such Common Areas or LCAF.
- C. In the event that any structure containing two or more Living Units is partially or totally destroyed and then rebuilt, the Owners of the Living Units so affected agree that minor encroachments of parts of the adjacent Lot, Living Units or Common Areas and LCAF due to construction shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 4. Easements for the Benefit of Others.

- A. 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.

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 Association, its successors 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.

Section 5. Delegation of Use. Any Owner may delegate, in accordance with the Governing Documents of the Association, his right of enjoyment to the Common Area and LCAF to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 6. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- A. the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and, in aid thereof to mortgage said Common Areas in accordance with the terms herein;
- B. the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;
- C. the right of the Association, as provided and subject to the terms of the Governing Documents, to: (i) suspend the voting rights of any Member for any period during which any assessment remains unpaid, and (ii) for any period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- D. the rights of the Association to: (i) dedicate or transfer all or any part of the Common Area to any public agency, authority, or entity and (ii) to grant a security interest to the Common Areas, provided that no such dedication, transfer, grant, mortgage or conveyance, shall be effective unless the Members entitled to cast not less than eighty percent (80%) of the votes of the membership has approved the conveyance.

ARTICLE VI

MEMBERSHIP, VOTING RIGHTS AND CONTROL

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

Section 2. All rights, duties and privileges of Membership shall be as provided in the Governing Documents.

Section 3. The Association shall be governed by a Board of Directors in accordance with the Bylaws.

ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Owner of any Lot/Living Unit, by acceptance of a deed, whether or not expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) Insurance Assessments; and (3) special assessments, such assessments to be established and collected as hereinafter provided. All assessments, together with interest from the due date of such assessment at a rate determined by the Association (not to exceed the highest rate allowed by North Carolina law), late charges, costs, including lien fees and administrative costs, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment is levied until paid, against the Lot against which they are levied, as provided in N.C. Gen. Stat. §47F-3-116, until paid unless otherwise specifically precluded in this Amended Declaration. Each such assessment or charge, 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. Each such assessment, together with interest, late charges, costs,

including lien fees and administrative costs, and reasonable attorneys' fees, also shall be the personal obligation of the person who was the Owner of such Lot at the time the assessment was levied. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable with the grantor for any assessments and other charges due at the time of conveyance.

Section 2. Purpose of Assessment. The assessments levied by the Association may be used for any lawful purpose deemed appropriate by the Association, including without limitation: (1) the improvement and maintenance of Common Areas, (2) the maintenance and improvement of Lots, Living Units, and LCAF as contemplated herein, and (3) contribution to cost of maintenance of shared property and facilities maintained by I.G. and C.R. Homeowners Association, Inc., (4) satisfaction of the Association's obligations regarding insurance, ad valorem taxes, governmental assessments for public and private capital improvements made to or for the benefit thereof, and (5) the costs of labor, equipment, materials, management and supervision.

Section 3. Insurance Assessments. Without limitation, the Insurance Assessment shall include amounts necessary for satisfaction of the Association's obligations to pay hazard and liability insurance policy premiums. The Insurance Assessment shall not include payment of premiums for insurance of the personal property of an Owner. Should the premium increase during a regular budget year, the Insurance Assessment will immediately be increased equal to any such premium increase, and the Association shall notify the Members of the same promptly.

Section 4. Special Assessments. In addition to the annual assessments authorized by this document, the Association may levy, in an assessment year, a special assessment applicable to that year only provided that any such assessment shall have the assent of not less than fifty one percent (51%) of the votes of Members who are voting in person or proxy at a meeting duly called for this purpose.

Section 5. Determination of Annual Assessments. Not less than fifty (50) days before the beginning of each fiscal year, the Board shall prepare and adopt a budget covering the Common Expenses estimated to be incurred during the coming year. The budget shall include consideration of an appropriate reserve fund. Within thirty (30) days after adoption of any proposed budget by the Board, the Board shall provide to all Owners a summary of the budget and notice of a meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary of the budget and notice of the meeting. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless, at that meeting, a majority of all the Owners in the Association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

The Annual Assessment for the fiscal year shall be determined based upon the budget adopted by the Board and ratified by the Owners.

Section 6. Date of Commencement of Annual Assessments: The monthly assessments shall become effective as provided in Section 1 hereof. The first monthly assessment for each Lot conveyed shall be adjusted according to the number of days remaining in the month.

Section 7. Annual Assessments Notification. Written notice of the monthly assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors of the Association. 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 properly executed certificate of the Association as to the status of any assessment on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Uniform Rate of Assessments. Subject to the terms of this Amended Declaration, all annual assessments, special assessments and insurance assessments shall be uniform for all Lots.

Section 9. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the initial rate of eighteen percent (18%) per annum. Said rate may be changed from time to time by the Board of Directors of the Association. In addition to such interest charge, the delinquent owner shall also pay such late charge as may have been established by the Board of Directors of the Association to defray the costs of late payment. The Association may, after ninety (90) days, bring an action at law, in New Hanover County, North Carolina, against the Owner personally obligated to pay the same, or foreclose the lien against the property. Any and all interest, late payment fee, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein for any reason, including by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on a Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, provided, however, the Board of Directors of the Association may, in its sole discretion, determine such unpaid assessments to be an annual or special assessment, as applicable, collectible pro-rata from all Owners including the foreclosure sale purchaser. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due.

Section 11. Remedies. The remedies provided under this Amended Declaration will not be exclusive and the Association may enforce any other remedies to collect delinquent assessments as may be provided by law.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Maintenance to the Common Areas, Limited Common Areas and Facilities, Lots and Units shall be provided as follows:

- A. By the Association: The Association shall be responsible for the cost of all maintenance, repair, and replacements to the Common Areas of the Association and driveways, excluding LCAF as defined herein. In addition to the maintenance, repair, and replacements to the Common Areas and driveways, the Association shall also provide exterior maintenance, repair and replacements to the Lots and Living Units as follows: paint, repair, replace and care of roofs; roof skylights; chimney caps; gutters and downspouts originally installed by the developer/builder; exterior siding and trim boards; painting and caulking of exterior doors and windows; walkways from driveways to front court yards; wooden privacy fencing and gates; and original rear wooden door decks with dimensions not to exceed 3 ft. x 8 ft.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the Owner, his family, guests, tenants 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.

- B. By the Lot/Living Unit Owners: The Owners of the Lots/Living Units shall be responsible for the cost of all exterior maintenance, repair, and replacements to their respective Lot/Living Unit which are not provided for by the Association as defined in this section and to those LCAF appurtenant to the Owner's individual Lot/Living Unit. Such maintenance, repair and replacements shall include, but are not limited to, landscaping, irrigation, drainage, decks, patios, walkways or any other items or repairs located within front court yards; landscaping, irrigation, drainage, decks, patios, walkways or any other items or repairs located in the rear enclosed yards; HVAC systems located in the Common Areas; exterior entry doors and garage doors; door frames and door hardware; windows, window frames, shutters, window glass, window hardware and window screens; exterior plumbing and electrical fixtures; outside lights and security cameras installed by Owners and all other parts of the Lot/Living Unit.

ARTICLE IX

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Lot/Living Unit upon the Properties and placed on the dividing line between the Living Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner(s) thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner(s) to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provision of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by majority of all of the arbitrators.

ARTICLE X

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure nor any planting or landscaping change (including removal of any tree) shall be commenced, erected or maintained upon the Properties, Lots or Living Units nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with fully. The Association shall have the right to bring an action to enjoin any activity taken in violation of this Article.

Section 2. Common Areas. No Owner shall make any changes, alterations or improvements to any part of the Common Area or LCAF of the Association without prior written approval from the Association's Board of Directors.

ARTICLE XI

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots and Living Units shall be used for residential purposes only. The occupancy of each Living Unit is restricted as required by applicable law, including without limitation City of Wilmington Ordinances. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article X of this Amended Declaration relating to architectural control.

Section 2. Vehicles. No boat, pleasure craft, camper, trailer, motor or mobile home, bus, truck (over six wheels), inoperable vehicle or vehicle without a current license plate, registration or insurance shall be permitted on any Lot/Living Unit, driveway, (unless it is garaged) or the temporary short-term parking in the Common Area at any time. The Association has the right to have any vehicles in violation towed at the vehicle owner's expense. All boats, RVs, and trailers must be stored in the storage corral Common Area or at an off-site storage facility, if corral space is unavailable. Storage pods may be in a driveway only if currently being used and only for a maximum of 4 days. Vehicle repairs are to be made inside garages and not visible from the street.

Section 3. Parking. No vehicles are allowed to park on any grassed or landscaped areas. The Association shall the right to have all such vehicles towed at the owner's expense and without notice or opportunity to be heard. Parking on roads shall be in accordance with the published Rules and Regulations of the Association, and the Association shall have the right to tow vehicles deemed out of compliance with those Rules and Regulations at the owner's expense and without notice or opportunity to be heard.

Section 4. Nuisance. No noxious or offensive activity shall be conducted in any Lot/Living Unit, nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Animals. No animals, livestock or poultry of any kind shall be kept or maintained in any Lot/Living Unit, except that household pets such as dogs and cats may be kept or maintained provided they are not kept or maintained for commercial purposes. Further, all such pets shall be kept on a leash and kept under control. No outside birds or fowl are permitted to be on any lot at any time.

Section 6. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Association.

Section 7. Signs. No signs shall be permitted on any Lot, in any Living Unit in a manner that is visible from the outside, on fence, or on Common Area except an official security company sign or, if necessary, a pre-approved "Beware of Dog" sign (on the gate) with the prior written permission of the Board. Notwithstanding the foregoing, "Open House" signs are allowed on Saturday and Sunday only between the hours of 12:00 noon and 5:00 pm. Due to shallow utility lines in our community, no sign post may be put into the ground. Tent signs must be used.

Section 8. Yard Sales. Yard sales and garage sales are strictly prohibited. Estate sales will be permitted with the prior approval of Inland Greens HOA, Inc.

Section 9. Outside Furniture. Grills, gardening equipment, tools, work benches, toys/play equipment, trash cans, cleaning items, clothes lines, etc. shall not be left/kept in Common Areas or visible areas of courtyards (unless completely concealed from view) or in the rear of Lot/Living Units on decks/patios (unless the backyard is enclosed). No grills, tiki torches or fire should be within 6 feet of the wooden Living Unit siding. Outdoor items and furniture, in good repair, may be placed on the deck/patio at the rear of each Living Unit but not in the grass or landscaped areas. The furniture must be in good repair and removed during stormy weather to prevent damage to glass doors. The Association will not be responsible for such repairs.

Section 10. Garbage/Trash. All garbage and trash shall be kept in containers and stored in garages or front courtyards and completely concealed from view, except on garbage trash collection days when the same shall be placed on the street or driveway for collection. Containers are to be brought in out of view the same day after collection. Trash containers must be completely concealed from view from any Common Area. Trash containers stored in front courtyards must be in the inset by the front entrance door or near the front gate. Fencing in this location must be shadow boxed on the inside.

Section 11. Propane Tanks. No Owner may install propane tanks in Common Area or court yards without prior written approval of the Board of Directors or Architectural Committee. If approved, propane tanks must be installed so that they are completely concealed from view from any Common Area or roads.

Section 12. Satellite and Radio Receiving Stations. No satellite and/or radio receiving stations or outside television or ham radios antennae shall be permitted on Lots, Living Units, or LCAF. Notwithstanding the foregoing, (i) antennae or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) antennae or satellite dishes designed to receive video programming services via multi point distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennae or satellite dishes designed to receive television broadcast signals which are less than one meter in diameter shall be permitted, provided that any such permitted device must be placed in the least conspicuous location on the Lot in which an acceptable quality signal can be received and is screened from the view of adjacent Living Units, streets and Common Areas in a manner reasonably acceptable to the Association.

No satellite dishes or other equipment are to be installed in or on Common Area without prior approval of the Association, which may granted or denied in the Association's sole discretion.

Section 13. Regulations. Reasonable regulations governing the use of the Common Area and external appearance of the Lots/Living Units and conduct of the Owners, their guest, invitees, tenants and family members may be made and amended from time to time by the Board of Directors of the Association. Such regulations and amendments thereto shall be furnished to each Member by the Association upon request and will be made available on the Association's website.

Section 14. Hazardous Activities. Nothing shall be done or kept in any Lot/Living Unit or in the Common Area and LCAF which will increase the rate of insurance on the Common Area and LCAF or any Lot/Living Unit without the prior written consent of the Board of Directors of the Association. No Owners shall permit anything to be done or kept in the Owner's Lot/Living Unit or in the Common Area and LCAF which would result in the cancellation of insurance on any Lot/Living Unit or any part of the Common Area and LCAF, or which would be in violation of any law.

Section 15. 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.

ARTICLE XII

STORM WATER RUNOFF & PERMITS

Section 1. Stormwater Management. To ensure compliance with State Stormwater Management Permit Number SW8130522 ("Permit") as issued to the Association by North Carolina Department of Environment and Natural Resources, Division of Energy, Mining and Land Resources, Stormwater Unit ("DENR"), on October 24, 2013, the following covenants and restrictions are hereby imposed upon the Property:

- A. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Permit.
- B. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- C. These covenants in this Article XII pertaining to stormwater may not be altered or rescinded without the express written consent of the North Carolina Department of Environment and Natural Resources.
- D. Alteration of the drainage as shown on the approved Permit plans may not take place without the concurrence of the North Carolina Department of Environment and Natural Resources.
- E. The Permit is for existing development draining to an off-site treatment system governed by Stormwater Permit No. SW8121206 issued to the City of Wilmington. The intent of the Permit is that each pond listed below will treat runoff from no more than the following total amounts of Built Upon Area ("BUA") from Inland Greens as follows:
 - i. Pond 1 – 48,461 square feet
 - ii. Pond 2 – 127,390 square feet

- iii. Pond 3 – 47,993 square feet
 - iv. Pond 4 – 122,388 square feet
 - v. Pond 5 – 121,082 square feet
- F. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development, except for average driveway crossings, is strictly prohibited by any persons.
- G. The BUA in existence on each Lot within Inland Greens as of the date of the Permit, October 24, 2013, will not be increased beyond the amount of BUA on said Lots without the express written consent of the North Carolina Department of Environment and Natural Resources.

ARTICLE XIII

INSURANCE

Section 1. Insurance. It shall be the duty of the Association to maintain in effect casualty and liability insurance as follows:

- A. Amount and Scope of Insurance. All insurance policies upon the Living Units, Lots, Common Area and LCAF (except personal property and personal liability within a Lot or Living Unit) shall be secured by the Board of Directors, or its designee on behalf of the Association. The Board of Directors or its designee shall have full authority to obtain insurance against loss or damages by fire or other hazards normally insured against, including but not limited to fire, wind, and vandalism. Insurance against loss or damage by fire or other hazards shall include coverage for wall coverings, floor coverings, installed appliances, cabinets, plumbing and electrical fixtures and any other items included in the original construction. In addition, the insurance policies shall include coverage for such other risks including public liability insurance, for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the Association for property damage, bodily injuries, and deaths of persons in connection with the operation, or maintenance arising out of lawsuits relating to employment contracts of the Association.
- B. Insurance Provisions. The Board of Directors shall make diligent efforts to insure that said insurance policies provide for the following:
- 1. A waiver of subrogation by the insurer as to any claims against the Association, any officer, directors, agent or employee of the Association, the Lot/Living Unit Owners and their employees, agents, tenants and invitees. Any insurance proceeds paid as the result of a claim shall be paid to the Board of Directors as the Insurance Trustee or to a financial institution or attorney at law approved by the Board of Directors to act as such Trustee. A waiver by the insurer of its right to repair and reconstruct instead of paying cash.
 - 2. Coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty days prior written notice to the Association.

3. Coverage will not be prejudiced by act or neglect of the Lot Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the property over which the Association had no control.
 4. The master policy on the Properties cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Lot/Living Unit Owners.
 5. The master policy on the Properties cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the association or any Lot Owner.
- C. Premiums. All insurance policy premiums on the Properties for the benefit of the Association and Owners purchased by the Board of Directors or its designee shall be a common expense and the Association shall levy against the Owners equally an Insurance Assessment that shall be in an amount sufficient to pay the annual cost of all such insurance premiums.
 - D. Deductibles. Notwithstanding any provision in this Amended Declaration to the contrary, any deductible arising from a loss to a Lot or Living Unit under the insurance policy carried by the Association shall be paid for in full (e.g., personally or through the purchase of additional insurance) by the member or members who own the Living Unit damaged by the specific casualty and if more than one Living Unit is damaged by the same casualty, then each Living Unit Owner shall share the deductible expense on a pro rata basis.
 - E. Proceeds. All insurance policies purchased pursuant to these provisions shall provide that all proceeds thereof be payable to the Association
 - F. Policies. All insurance policies purchased by the Board of Directors shall be with a company or companies permitted to do business in the State of North Carolina and holding a rating of "A" or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Association and the Lot Owners and their Mortgagees as their respective interests may appear, and shall be payable to the Association and duplicates of said policies and endorsements and all renewals thereof, or certificates thereof, together with proof of payment premiums, shall be delivered to the Owners at least ten (10) days prior to the expiration date with respect to the then current policies. Duplicates shall also be obtained and issued by the Association to each Mortgagee, if any, upon request of such Mortgagee at any time. Delivery hereunder shall be electronically unless another reasonable method is requested.

Section 2. Distribution of Insurance Proceeds. Proceeds of insurance policies shall be distributed to or for the benefit of the Lot/Living Unit Owners and the Association in the following manner:

- A. Expense of Trust. All reasonable expenses of the Insurance Trustee shall be first paid or provisions made therefore.
- B. Reconstruction of Repair. The remaining proceeds shall be used to defray the cost of repairs for the damage or reconstruction for which the proceeds are paid. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, including

lien holder of record, or retained by the Association for such common expenses or purposes as the Board of Directors shall determine.

Section 3. Other Insurance. The Board of Directors may obtain and maintain such other insurance as the Board of Directors may determine is necessary for the protection of the Association, its Directors, Officers and Members.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. 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 Amended Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Bylaws of the Association provide that the Association may fine an Owner in an amount not to exceed One Hundred Dollars (\$100.00) for each violation of this Amended Declaration, the Bylaws or the Rules and Regulations of the Association, or may assess liability for damage to Common Area and LCAF caused by a Unit Owner, which damage is not covered by the Association's insurance. As set forth in the Bylaws, a hearing for an accused Owner must be held before the Board or an adjudicatory panel appointed by the Board, which panel shall accord to the Owner charged with the violation: (i) notice of the charge and proposed fine; (ii) opportunity to be heard and to present evidence; and (iii) a notice of the decision. Any such fine or liability assessment shall be both the personal obligation of the Owner against whom the fine is assessed and a lien upon the Lot of such Owner.

Section 2. Rules. The Board of Directors shall have the authority to adopt rules for the use of the Properties and shall provide a copy of said rules to the Owners. Any violation of such rules shall be punishable by fine and/or suspension of the voting rights of the violating Owners. The Board of Directors shall also have the power to adopt rules and regulations which prohibit or limit the types of animals or household pets which may be kept in or about the Lots or Living Units and which govern their allowance upon the Properties.

Section 3. 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 4. Amendment. The covenants and restrictions of this Amended Declaration shall run with and bind the land. This Declaration may be amended by an affirmative vote of at least sixty seven percent (67%) of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Any amendment must be properly recorded in the office of the Register of Deeds of New Hanover County, North Carolina.

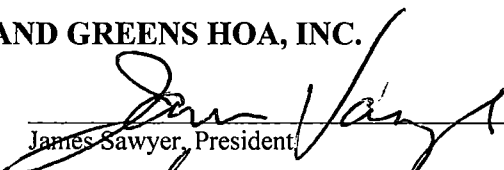
ARTICLE XV

CERTIFICATION AND ADOPTION

The undersigned, duly authorized officers of the Association, hereby certify that this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Inland Greens HOA, Inc. was duly adopted by an affirmative vote of at least sixty seven percent (67%) of the Members by written ballot.

INLAND GREENS HOA, INC.

By:

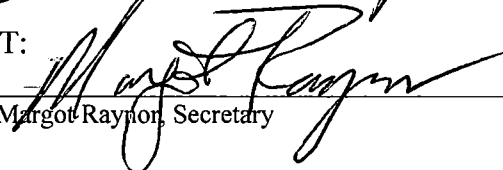

James Sawyer, President

Date

9/29/15

ATTEST:

By:


Margot Raynor, Secretary

Date

10/1/15

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

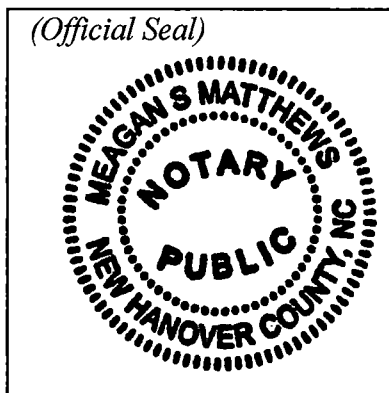
I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: JAMES SAWYER

Date: 9/29/2015

Meagan Matthews
Signature of Notary Public

Meagan Matthews
Notary's printed or typed name

My commission expires: 8/16/2020



Notary seal or stamp must appear within this box.

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

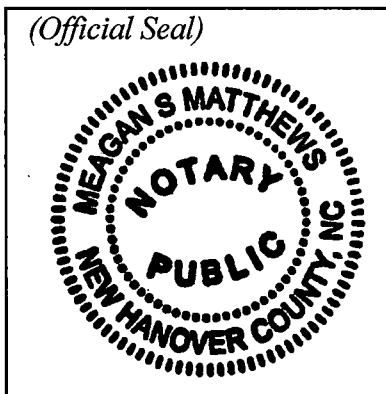
I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: MARGOT RAYNOR

Date: 10/1/15

Megan Matthews
Signature of Notary Public

Megan Matthews
Notary's printed or typed name

My commission expires: 8/16/2020



Notary seal or stamp must appear within this box.

Exhibit A*Properties*

All of those certain tracts or parcels of land lying and being situate in the office of the Register of Deeds of New Hanover County, and being more particularly described as:

TRACT ONE:

Being all of SECTION 1, INLAND GREENS as the same is shown on a map thereof recorded in Map Book 31 at Page 20 in the Office of the Register of Deeds of New Hanover County, North Carolina, to which map reference is hereby made for a more particular description.

TRACT TWO:

Being all of SECTION 2, INLAND GREENS, as the same is shown on a map thereof recorded in Map Book 31, Page 304 of the New Hanover County Registry, reference to which is hereby made for a more particular description.

TRACT THREE:

Being all of SECTION 3, INLAND GREENS, as the same is shown on the map recorded in Map Book 32, Page 29 of the New Hanover County Registry, reference to which is hereby made for a more particular description.

TRACT FOUR:

Being all of SECTION 4, INLAND GREENS, as the same is shown on the map recorded in Map Book 32, Page 103 of the New Hanover County Registry, reference to which is hereby made for a more particular description.

TRACT FIVE:

Being all of SECTION 5, INLAND GREENS, as the same is shown on the map recorded in Map Book 32, Page 264 of the New Hanover County Registry, reference to which is hereby made for a more particular description.

TRACT SIX:

Being all of SECTION 6, INLAND GREENS, as the same is shown on the map recorded in Map Book 33, Page 51 of the New Hanover County Registry, reference to which is hereby made for a more particular description.

TAMMY THEUSCH
BEASLEY
Register of Deeds

New Hanover County

Register of Deeds

216 NORTH SECOND STREET • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7751



State of North Carolina, County of NEW HANOVER
Filed For Registration: 10/01/2015 03:46:19 PM
Book: RB 5922 Page: 1115-1133
19 PGS \$38.00
Real Property \$38.00
Recorder: CAROLYN JOHNSON
Document No: 2015030331

DO NOT REMOVE!

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