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 Presenter: Bill Clark Homes Rel: ZS
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 Ck \$ 907 Ck # 81235 Cash \$ _____
 Refund: _____ Cash \$ _____ Finance _____
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**AMENDED AND RESTATED
 DECLARATION OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR THE
 SUNSET RIDGE COMMUNITY**

THIS AMENDED AND RESTATED DECLARATION ("Declaration") is made on the date hereinafter set forth by Bill Clark Homes of Wilmington, L.L.C., a North Carolina limited liability company (hereinafter referred to as "Declarant"):

WITNESS TO:

WHEREAS, Declarant has previously recorded that certain Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community ("Master Declaration") in the Book 2612 at Page 564 in the Office of the Register of Deeds for Brunswick County.

WHEREAS, the Declarant subsequently duly recorded certain amendments to the Master Declaration in Book 2736 at Page 673, Book 2788 at Page 1264, Book 2807 at Page 1334 and Supplemental Declaration in Book 2705 at Page 552 of the Brunswick County Registry.

WHEREAS, the purpose of said Master Declaration, the amendments and supplements thereto and the purpose of this Declaration is to provide for the maintenance and upkeep of the common area within the Sunset Ridge Community (the "Subdivision") and to provide for enforcement of covenants and restrictions applicable to the Subdivision.

WHEREAS said Master Declaration as amended and supplemented provides that for so long as Declarant owns any Lot or Unit within the Subdivision, the Master Declaration may be amended by the Declarant without the consent or joinder of any other Owner or the Association



and such amendment shall be effective upon recording of same in the applicable public registry for Brunswick County, North Carolina.

WHEREAS Dominion Land Corporation, a North Carolina corporation and Beau Rivage Holding Co., LLC, a North Carolina limited liability company, previously were co-Declarants under the Master Declaration, and have now assigned all their declarant rights to Declarant herein, Bill Clark Homes of Wilmington, LLC, by an "Assignment of Declarant Rights" recorded in Book ____ at Page ____ in the Brunswick County Registry

WHEREAS, Declarant presently owns Lots and Units within the Sunset Ridge Community and desires to amend the Master Declaration, amendments and supplements thereto and restate same in its entirety.

NOW, THEREFORE, Declarant declares that certain real property located in Brunswick County, North Carolina, which is more particularly described on Exhibit "A" attached hereto (hereinafter sometimes referred to as the "Properties") and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, all of which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

It is the intent of the Declarant that this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community shall supercede and replace the covenants, conditions, and restrictions recorded in Book 2612 at Page 564, and any amendments thereto.

ARTICLE I

DEFINITIONS

Section 1. "Act shall mean and refer to Chapter 47F of the General Statutes of Carolina, designated as the North Carolina Planned Community Act.

Section 2. "Association" shall mean and refer to the SUNSET RIDGE MASTER ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns.

Section 3. "Builder" shall mean and refer to any persons, firms or entities to whom or which Declarant conveys one or more Lots within the Properties for the purpose of constructing a Dwelling thereon.

Section 4. "Common Area" shall mean and refer to any and all real property, together with any improvements thereon, shown on any recorded subdivision plat of the Properties, with the exception of: a) any Lots, as said term is defined in this Declaration; b) any public street rights-of way as same are shown on any recorded subdivision plat of the Properties; and c) any real property that is conveyed to a separate Association comprised of townhome owners or other such association or Subassociation. Except as otherwise provided in this Declaration, the



Common Area shall be maintained by the Association or its successors in interest unless dedicated to public use as set forth herein.

Section 5. "Common Area Easement" is an easement in, on, over, under or through any Lot, any real property owned by a Subassociation, or any publicly dedicated street right of way in the Properties that is established in connection with the ownership, use or maintenance of any Common Area or in connection with any Stormwater Management Facilities or other areas or facilities to be maintained by the Association or Subassociation pursuant to the terms of this Declaration or any supplements or amendments hereto.

Section 6. "Declarant" shall mean and refer to Bill Clark Homes of Wilmington, L.L.C. It shall also mean and refer to any person, company or entity to whom or which Declarant shall assign or delegate the rights and obligations of Declarant by an assignment of Declarant's rights recorded in the applicable public registry for Brunswick County, North Carolina.

Section 7. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown on any recorded subdivision plat of the Properties, with the exception of any Common Area owned in fee by the Association and any public street rights-of-way shown on such recorded plat and real property owned in fee by a Subassociation. Lot shall also mean and include any townhome within the Properties. In the event that any Lot is increased or decreased in size by recombination or resubdivision through recordation of new subdivision plats, any newly-platted Lot shall thereafter constitute a Lot.

Section 8. "Member" shall mean and refer to every person or entity who or which holds membership in the Association.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest in a Lot solely as security for the performance of an obligation.

Section 10. "Properties" shall mean and refer to the property described in Exhibit A to this Declaration and any additional property annexed pursuant to Article II of this Declaration.

Section 11. "Subassociation" shall mean and refer to any homeowners association formed for the purpose of owning or maintaining real property and improvements thereon reserved for the exclusive use and benefit of Owners of Lots or Units within a specific phase or section of the Properties.

Section 12. "Stormwater Management Facilities." Stormwater Management Facilities shall mean and refer to: (a) "private stormwater drainage easements" (or other similarly names easement) that are shown on recorded plats of the Properties or established by duly recorded instruments; and (b) all ponds, man-made or natural areas and/or planted or landscaped areas into which stormwater drains, or in which stormwater is collected, or from which stormwater is discharged after being collected; and (c) all drains, pipes, conduits inlets, creeks, streams, channels, dams, ditches, filters, buffers, bio-retention areas, level spreaders, constructed wetlands, and other equipment, facilities and devices used for inspecting, monitoring, measuring,



testing, collection, controlling, transporting, conveying, handling storing discharging and/or managing stormwater within the Properties.

Section 13. "Unit" or "Dwelling" shall mean and refer to any building or portion thereof within the Properties which is designated and intended for use and occupancy as a residence by a single family, whether by the Owner of such Unit or by tenants or lessees of such Owner.

ARTICLE II

**PROPERTY SUBJECT TO THIS DECLARATION
AND WITHIN THE JURISDICTION OF THE
SUNSET RIDGE COMMUNITY**

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration as of the date of recording hereof, which is within the jurisdiction of the Association, and which is described on Exhibit A attached hereto.

Section 2. Annexation of Additional Property. At any time prior to December 31, 2025 additional land within the property described in Exhibit B attached hereto and made a part hereof (the "Exhibit B Property") may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Furthermore, at any time Declarant owns any Lot within the Properties, additional land not within the Exhibit B Property may be annexed by the Declarant without the consent of the Members and therefore become subject to this Declaration by the recording by Declarant of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Declaration to the property to be annexed. Any property annexed must be contiguous to property already subject to this Declaration. Any property annexed pursuant to this subsection may be annexed and subjected to this Declaration as one parcel or as several parcels at different times. The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Properties and, therefore, may alter the relative maximum voting strength of the various types of Members.

A supplementary declaration may contain such complementary additions to and modifications of the covenants and restrictions contained in this Declaration, including, without limitation, different voting rights and different annual and special assessments for the Lots or Units so annexed, as Declarant, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. In no event, however, shall any supplementary declaration revoke, modify or add to the covenants and restrictions established by this Declaration so as to materially and adversely affect any portion of the Properties already subject to this Declaration. A supplementary declaration annexing additional property need only be executed by the Declarant and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members.

Nothing contained in this Article shall be construed to obligate or require Declarant to make any additions to the Properties.

Section 3. Conveyance of Common Area in Annexed Property. Promptly upon request of Declarant, the owner of the annexed property shall convey any or all Common Area located within the newly annexed property to the Association or, if requested by the Declarant, to the Declarant. Title to such Common Area shall be conveyed in the same manner as set forth in Section 3 of Article IV of this Declaration.

Section 4. Merger. Additional property may also be made subject to this Declaration by merger or consolidation of the Association with another *non-profit* corporation formed for the same or similar purposes in accordance with the provisions of Sections 2-121 of the Act. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the Properties and the covenants and restrictions established upon property owned by the other association as one scheme. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 5. Effect of Addition of Property. Except by amendment of this Declaration as provided in Section 3 of Article XIII hereof, no addition of property, whether by annexation, merger or consolidation, shall revoke or modify any provision of this Declaration as to the Properties already subject hereto or diminish the rights of the Owners of Lots and Units within the Properties, except for the dilution of voting strength that occurs as a result of inclusion of additional Members of the Association.

Section 6. Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex Additional Property pursuant to this Article for the purpose of removing any portion of the Properties then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Subdivision, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Subdivision.

Section 7 Good Faith Lender's Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot or commercial Unit, which liens may be enforced in due course, subject to the terms of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot.



There shall be two classes of Lots with respect to voting rights:

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as the same are hereinafter defined. Ownership of a Class A Lot shall entitle the Owner of such Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves, determine; but fractional voting shall not be allowed, and in no event shall more than one vote be cast with respect to any Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by Declarant which have not been converted to Class A Lots as set forth below. Each Declarant shall each be entitled to nine (9) votes for each Class B Lot it owns. The Class B Lots shall cease to exist and shall be converted to Class A Lots upon the earlier of the following to occur: (i) when no Declarant owns any Lots or Units within the Properties; (ii) upon written waiver of Class B membership by the Declarant and/or; or (iii) December 31, 2025. When the Class B Lots cease to exist and are converted to Class A Lots, Declarant shall have the same voting rights as other Owners of Class A Lots.

(c) Declarant's Voting Rights. Until the Class B Lots cease to exist, as provided above, Declarant shall be vested with the sole voting rights of the Association on all matters (including election and removal of directors and officers of the Association), except such matters as to which the Declaration, the Articles of Incorporation, or the Bylaws of the Association specifically require a vote of the Class A Members.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment and Access. Except as limited by the provisions of this Section 1 and by the rules and regulations adopted by the Board of Directors of the Association, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Area, which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated or constructed on the Common Area and to limit the use of such facilities to Owners and to their families, tenants and guests, as provided in Section 2 of this Article IV.

(b) the right of the Association to suspend the voting rights of an Owner subject to a hearing on opportunity to present evidence in accordance with § 47F-3-107.1 of the Act for any period during which any assessment against his Lot remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association.

(c) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members. After Class B Lots cease to exist, no such dedication or transfer shall be effective unless the Members entitled to at least 80% of the votes of the entire membership of the Association and at least three-fourths (3/4) of the votes

appurtenant to each Class of Lots agree to such dedication, sale or transfer and signify their agreement by a signed document recorded in the applicable public registry for Brunswick County, North Carolina. Nothing herein shall be deemed to prohibit the Board of Directors of the Association, without consent of the Members, from granting easements over and across the Common Area to any public agency, authority or utility for the installation and maintenance of sewage, utility (including cable television) or drainage facilities when, in the opinion of the Board, such easements are necessary for the convenient use and enjoyment of properties within the Subdivision. Notwithstanding anything herein to the contrary, the Common Area shall be preserved for the perpetual benefit of the owners of Lots within the Subdivision and shall not be conveyed except to a governmental entity or another non-profit corporation organized for similar purposes.

(d) the right of the Association, to borrow money and, after Class B Lots cease to exist, with the assent of Members' entitled to at least 80% of the votes of the entire membership of the Association and at least two-thirds (2/3) of the votes appurtenant to each Class of Lots, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Members and the Association as set forth herein.

(e) the right of the Association to exchange all or part of the Common Area for other property and consideration of like value and utility, provided, however, that, after Class B Lots cease to exist, any such dedication shall require the assent of the Members as set forth in subparagraph (c) above, and further provided that, if the Board of Directors of the Association determines, in its sole discretion, that such exchange is necessary to cure an encroachment or setback violation on any Lot, the Board may effect such exchange without the consent of or approval by the Members.

(f) the right of the Association to open the Common Area and, in particular, the recreational facilities constructed thereon, for use by non-members of the Association.

(g) the right of the Association to expand or add to the Common Area and to improve, maintain and operate the Common Area.

(h) the right of the Association to adopt, promulgate and enforce rules and regulations concerning the use of the Common Area.

(i) the right of the Association to otherwise deal with the Common Area as provided in the Articles of Incorporation and Bylaws of the Association.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties in Brunswick County, North Carolina.

(b) Tenants: Contract Purchasers. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be assigned by such Owner to his



tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Brunswick County, North Carolina. So as not to overburden the use of the Properties, if an Owner assigns said right and easement of enjoyment and access to Owner's tenants or contract purchasers, then so long as such assignment is in effect, Owner shall forfeit his right and easement of enjoyment and access.

(c) Guests. The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be delegated to guests of such Owners, tenants or contract purchasers, subject to such rules and regulations as may be established by the Board of Directors.

(d) Suspension of Rights. The rights of any delegate or assignee of an Owner shall be suspended by, upon and during suspension of such Owner's rights as provided in Section 7 of Article XIII of this Declaration.

Section 3. Conveyance of Common Area To The Association. No later than the time Declarant no longer exercises voting control over the Association as provided in Article III hereof, Declarant shall convey, and the Association shall accept, fee simple title to all Common Area (except Common Area easements) within the Properties, and shall reserve for or grant to the Association all Common Area easements, all subject to such easements, reservations, conditions and restrictions as then may be of record, and the Association shall accept all such conveyances, grants and reservations, provided, however, that so long as Declarant owns any Lots within the Properties, Declarant reserves an easement over and across any Common Area deeded to the Association for the purpose of constructing and maintaining any improvements on the Common Area as it deems necessary or advisable, provided that any such improvements must comply with the requirements of the appropriate governmental authority. Any improvements placed on the Common Area by Declarant shall become the property of the Association upon completion of such improvements.

Section 4. Regulation and Maintenance of Common Area and Common Area Easements. It is the intent of the Declarant that the Common Area be preserved for the perpetual benefit of the Owners.

(a) Regulation of Common Area. The Association may adopt and promulgate rules and regulations governing the use of the Common Area by Owners and their family, tenants, guests and invitees. No Owner or other permitted user shall use the Common Area or any portion thereof in violation of the rules and regulations contained in this Declaration or subsequently adopted by the Association.

Without limiting the generality of the foregoing, no Owner or tenant, guest or invitee of an Owner shall, without the specific prior written consent of the Association: (i) damage or waste the Common Area or improvements thereon or remove any trees or vegetation therefrom; (ii) erect any gate, fence, structure or other improvement or thing on the Common Area; (iii) place any garbage receptacle, trash or debris on Common Area; (iv) fill or excavate any part of the Common Area; (v) landscape or plant vegetation on Common Area; or (vi) use the Common Area or any part thereof in a manner inconsistent with or in any way interfering with the rights of other Owners.



(b) Rights and Responsibilities of the Lot Owners as to Common Area Easements. Each Owner of a Lot upon which a Common Area easement lies shall pay all property taxes and other assessments levied against his Lot, including that portion of such tax or assessment as is attributable to such Common Area easement.

(c) Rights and Responsibilities of the Association as to Common Area. The Association shall have the right and obligation to ensure that the Common Area is preserved for the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Area in its natural or improved state, as appropriate, and keep it free of impediments to its use by the Owners, subject to the provisions of this Declaration; (ii) procure and maintain adequate liability insurance covering the Association and its Members, Directors and Officers, against any loss or damage suffered by any person, including the Owner of the Lot upon which Common Area lies, resulting from use of the Common Area, and adequate hazard insurance covering the real and personal property owned in fee by the Association; and (iv) pay all property taxes and other assessments levied against all Common Area owned in fee by the Association.

(d) Declarant's and Association's Right of Entry. The Declarant and the Association and the employees, agents, contractors and subcontractors of each, shall have a non-exclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Common Area easement for the purposes of: (i) installing and maintaining subdivision entrance signs, features, fencing and landscaping; and (ii) making such improvements to the Common Area; and (iii) maintaining the Common Area easement in its natural or improved state.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in Section 9 of this Article V and all costs of collection, including reasonable attorney's fees, shall be a charge against and, a continuing lien upon the Lot against which such assessment is made subject to § 47F-3-116 of the Act, as amended. Each such assessment or charge, together with interest and costs of collection, including reasonable attorneys' fees, subject to notice provided in accordance with § 47C-3-116(e1) of the Act, shall also be the personal or corporate obligation of the person(s), firm(s) or corporation(s) owning such Lot at the time when the assessment fell due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.

It is the intent of the Declarant that any monetary fines imposed against an Owner pursuant to the Bylaws of the Association or Section 7 of Article XII of this Declaration and subject to §47F-3-107.1 of the Act shall constitute a lien against the Lot of such Owner to the same extent as if such fine were an assessment against such Lot.



Section 2. Purposes 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 Subdivision and, in particular, for: (i) acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area; (ii) repair and reconstruction of improvements on the Common Area, including, without limitation, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof; (iii) payment of taxes and public assessments levied against the Common Area owned by the Association in fee; (iv) procurement and maintenance of insurance in accordance with the Section 4(c) of Article IV of this Declaration; (v) employment of attorneys, accountants and other persons or firms to represent the Association when necessary; (vi) payment of principal and interest on funds borrowed for Association purposes; (viii) such other needs as may arise; and (ix) payment for the maintenance and operation of street lights.

Additionally, the assessments shall specifically be used for all prudent and necessary repairs to the impervious surface within Sunset Ridge Community, including the public streets and roads located therein, occasioned by the County of Brunswick in repairing, expanding, reducing or otherwise modifying work performed on the sewer system serving Sunset Ridge Community. The Association shall undertake said repairs in a timely manner and all such repairs shall conform to the surrounding materials such that there shall not be, after said repairs are completed, an existing hazardous condition or any condition that would result in damage or injury to the sewer system.

The assessments shall also be used for maintenance of all Stormwater Management Facilities, to include, without limitation, acquisition, inspection, monitoring, testing, examination, upkeep, cleaning, renewal, alteration, repair, replacement, painting, staining, remodeling, restoration, removal, improvement, administration, operation, use, planting, mowing, cutting, trimming, pruning, fertilizing, watering, preservation, and any other necessary maintenance.”

Section 3. Annual Assessments.

(a) Maximum Annual Assessment. Declarant shall establish the Maximum Annual Assessment and initial annual assessment for Class A Lots; thereafter, the terms "Maximum Annual Assessment", annual assessment, and special assessment shall mean the Maximum, annual and special assessments applicable to Class A Lots. Until January 1, 2009 the Maximum Annual Assessment shall be \$375.00 for each Class A Lot.

For so long as a Class B Lot(s) exists, the Board of Directors, in its sole discretion, shall have the authority to adopt an annual budget without a vote of the membership. Once Class B Lots cease to exist, the Maximum Annual Assessment may be increased by the Board of Directors effective January 1 of each year without a vote of the Members, but subject to the limitation that the percentage of any such increase shall not exceed 10% of the Maximum Annual Assessment for the previous year unless such increase is approved as set forth in Section 3(b), below.

(b) Annual Assessments: Ratification of Budgets. After Class B Lots cease to exist, the Board of Directors shall adopt a proposed budget (including the proposed annual assessment for each Class of Lots) at least annually. Within 30 days after adoption of the proposed budget, the

Board of Directors shall send a copy of the proposed budget and shall give written notice to the Members of a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than 10 days nor more than 60 days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of the Members. Except as required by Section 7 below, there shall be no requirement that a quorum be present in order to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless at that meeting Members having a majority of the votes of the entire membership vote to reject the budget. Notwithstanding the foregoing, if the budget provides for annual assessments not greater than 10% larger than the assessment in effect for the immediately preceding year, such budget shall be deemed ratified unless Members having at least 80% of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board.

Any annual assessment ratified by the Members shall continue thereafter from year to year as the annual assessment until changed by the Board and ratified by the Members as set forth herein.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto, for repayment of indebtedness and interest thereon, or for any other purpose, provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article.

Section 5. Assessment Rate: Collection Period. Except as provided in Section 6 of this Article V, the annual and special assessments shall be fixed at a uniform rate for all Lots within each subclass of Lots and may be collected on a yearly, semi-annually, quarterly or monthly basis, as determined by the Board of Directors.

Section 6. Declarant's Assessments. Notwithstanding any other provision of this Declaration or the Bylaws of the Association, the Declarant shall not be obligated for, nor subject to, any annual or special assessment for any Lot or other property that it owns within the Properties, provided, however, that the Declarant shall be responsible for paying the difference between: (i) the operating expenses of the Association; and (ii) the total operating revenues of the Association from all sources including, without limitation, annual and special assessments, revenues generated from fees charged by the Association for use of the Common Area, and investment income (said difference being hereinafter referred to as the "Operating Deficit"). For purposes of this Section, the term "operating expenses" shall not include contributions to any reserves for replacement, operating reserves, depreciation reserves, capital expenditures, or special assessments.

Declarant may, by written notice given by the Declarant to the Association on or before November 30 of any year, to be effective as of January 1, terminate its obligation to pay the Operating Deficit and waive its right to exclusion from assessments. In such event, each Lot owned by the Declarant which contains a Dwelling for which a certificate of occupancy has been issued shall be assessed at the rate of twenty-five percent (25%) of the annual assessment in effect for Class A Lots, as the same may change from time to time. Upon sale of such Lot by



Declarant to any other person or entity, such Lot shall be assessed at Class A rate, commencing on the day on which title to such Lot is transferred to such third party. Notwithstanding any other provision of this Declaration, a Lot owned by the Declarant which contains a Dwelling occupied as a residence (but not as a model or sales center) shall be assessed at the rate applicable to Class A Lots.

Section 7. Notice and Quorum for any Action Authorized Under Sections 3(a) and 4. After Class B lots cease to exist, written notice of any meeting called for the purpose of taking any action authorized under Section 3(a) or 4 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days prior to the meeting. At such meeting, the presence of Members, in person or by proxy, entitled to cast thirty (30%) percent of the votes of the entire membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and if called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting.

Section 8. Date of Commencement of Annual Assessments: Amount of Initial and Subsequent Annual Assessments: Certificate of Payment. Unless a different commencement date is set by the Board of Directors, the annual assessments provided for herein shall commence as to all Lots in any phase on the first day of the month following the conveyance of a Lot or Unit within that phase to an Owner other than the Declarant. Unless a lower amount is set by the Board of Directors and ratified by the Members, the first annual assessment shall be the "Maximum Annual Assessment" set forth in Section 3 of this Article and shall be prorated according to the number of days remaining in the calendar year.

The Association shall, upon demand, and for such reasonable charge as the Board of Directors may determine, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment.

Section 9. Effect of Nonpayment of Assessments: Remedies. An assessment not paid within ten (10) days after the due date shall incur such late charge as the Board of Directors may from time to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot for which such assessment is due subject to § 47F-3-116 of the Act, as amended. Interest, late payment charges, reasonable attorneys' fees, and the costs 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 by non-use of the Common Area or by abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first mortgage on a Lot. Sale or transfer of a Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of any assessment which became due prior to the date of such conveyance. No such sale

or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof; but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

Section 11. Initial Capital Contribution. At the time of closing of each sale of a Dwelling, including the initial sale of same, a sum equal to one-fourth (1/4) of the annual assessment for Class A Lots in effect at the time of such sale shall be collected from the purchaser of such Dwelling and transferred to the Association as part of its working capital. The purpose of such working capital contributions is to ensure that the Association will have adequate cash available to defray operating costs, meet unforeseen expenditures or to acquire additional equipment or services deemed by the Board of Directors to be necessary or desirable. Amounts paid pursuant to this Section shall not be considered as an advance payment of any regular or special assessment.

Section 12. Exempt Property. All property dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

RIGHTS OF LENDERS

Section 1. Books and Records. Any owner or holder of a first mortgage on any Lot, or its agent, shall have the right, during normal business hours, to examine copies of this Declaration, the Articles of Incorporation, Bylaws, and the books and records of the Association and, upon written request to the Association, and payment of copying and mailing costs, to receive a copy of the financial statement for the immediately preceding fiscal year.

Section 2. Notice to Lenders. After Class B Lots cease to exist and upon written request to the Association, the owner or holder of a first mortgage on any Lot shall be entitled to timely written notice of:

(a) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of the Lot securing its loan.

(b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Any proposed action that requires the consent of a specified percentage of owners or holders of first mortgages on the Lots.

Section 3. Approval of Owners and Holders of First Mortgage. After Class B Lots cease to exist, unless at least seventy-five percent (75%) of the owners and holders of the first mortgages on Lots located within the Properties have given their prior written approval, the Association shall not:



(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association. The granting of easements for utilities or other purposes shall not be deemed a transfer within the meaning of this subsection. Nothing herein shall be deemed to prohibit the Association from exchanging Common Area for other real property of like utility and value as provided in Section 1(c) of Article IV of this Declaration, or to require the approval of such exchange by the holders of first mortgages on the Lots;

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;

(c) Fail to maintain hazard insurance on insurable improvements on the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value; or

(d) Use the proceeds of any hazard insurance policy covering losses to any part of the Common Area for other than the repair, replacement or reconstruction of the damaged improvements.

Section 4. Payment of Taxes and Insurance Premiums. The owners or holders of first mortgages on Lots, jointly or singly, may pay taxes or other charges which are in default and which have or may become a charge or lien against any of the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage upon the lapse of a policy covering property owned by the Association. The persons, firms or corporations making such payments shall be owed immediate reimbursement therefore by the Association.

ARTICLE VII

EASEMENTS

Section 1. Access and Utility Easements. Easements for the installation and maintenance of driveways, walkways, water, gas, telephone, cable television and electric power transmission lines, sanitary sewer and storm water drainage facilities and for other public utility installations are reserved as shown on the recorded plats of the Properties. The Association may reserve or grant easements over the Common Area as provided in Article IV, Section 1(c), of this Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such easements.

For a period of thirty (30) years from the date hereof, Declarant reserves, for itself and its employees, agents, successors and assigns, an easement upon and a right of ingress, egress and regress on, over and under the Properties for the purposes of constructing and maintaining water, sewer, gas, storm water drainage and retention, telephone, cable television, and electric, and other utility facilities to the extent required by any applicable governmental entity or deemed by the Declarant to be necessary or convenient for the development, use and enjoyment of the Properties and the Common Area and for the conduct of construction, sales and marketing

activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, relocate utility facilities within said easement and take any other similar action that it deems reasonably necessary or appropriate. After such action has been completed, Declarant shall grade and seed the affected property and otherwise restore the affected property to its original condition to the extent practicable, but shall not be required to replace any trees, bushes or shrubbery necessarily removed. Declarant shall give reasonable notice of its intent to take such action to each Owner whose Lot is affected.

Section 2. Easements for Governmental Access. An easement is hereby established over the Common Area and every Lot within the Properties for the benefit of applicable governmental agencies for installing, removing, and reading water meters, maintaining and replacing water and sewer facilities, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection and the delivery of mail.

Section 3. Owner's Easement and Right of Entry for Repair, Maintenance and Reconstruction. If any Dwelling is located closer than five (5) feet from its Lot line, the Owner thereof shall have a perpetual access easement over the adjoining Lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of such Dwelling. Such work shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as nearly the same condition as that which existed prior to the commencement of the work as is reasonably practicable. No fence shall be erected within such area adjoining a Dwelling.

Section 4. Association's Easement and Right of Entry. The Association, for itself and its employees, agents, contractors, subcontractors and invitees, shall have a perpetual access easement over the each Lot to the extent reasonably necessary to perform the maintenance to be performed by the Association.

Section 5. Easement Over Common Area. A perpetual, non-exclusive easement over the Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants or occupants, for the purpose of providing access, ingress and egress to and from streets, parking areas and walkways serving the Properties.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Approval. The Declarant shall have the sole and absolute right to determine the style and appearance of the Dwellings, including, but not limited to, flags, subject to Section 47F-3-121 of the Act, flag poles, flag staffs, fences, walls, buildings, outbuildings, garages, storage sheds, mailboxes, lawn decorations, structures of any type or color thereof, grading, landscaping, patio covers and trellises, plans for off-street parking of vehicles and utility layout, and any other improvements to be built or constructed on any Lot (hereinafter individually and collectively referred to as "Improvements").

After occupancy of a Dwelling as a residence pursuant to a certificate of occupancy or other similar certificate issued by the appropriate governmental authority, no Improvements



(including, without limitation, replacement of any previously existing Improvements) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made (including, without limitation, changing materials or color of any exterior portion of any such Improvements), nor shall a building permit for such Improvements or change be applied for or obtained, until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same shall have been submitted to and approved in writing by the Association or by an Architectural Review Committee ("ARC") composed of three or more persons appointed by the Board of Directors of the Association. If the Association or its designee fails to approve or disapprove such proposed Improvements within 60 days after complete plans and specifications have been received by it, approval will not be required, and this Article shall be deemed to have been complied with. The Association shall have the right to charge a reasonable fee for receiving and processing each application.

The Declarant and, after the Declarant no longer owns any Lot or Unit within the Properties, the Association, shall have the right to promulgate and from time to time amend written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. Neither the Association nor the ARC shall approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Subdivision.

Neither the Declarant, the Association, the Board of Directors, the ARC, nor any member or employee of any of them, shall have any liability to any person or entity by reason of any acts taken or omitted by them, or any of them, in good faith pursuant to this Article.

Section 2. Rules and Regulations. The ARC may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VIII, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modifications.

Section 3. Variances. The ARC may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. Variances contained in plans that are inadvertently approved by the ARC as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with the provisions of this Section.

**ARTICLE IX
 PARTY WALLS**

Section 1. General Rules of Law to Apply. The general rules of law regarding party walls, lateral support in below ground construction and of liability for property damage due to negligence or willful acts or omissions shall apply to each wall which is built as part of the original construction of the Dwellings within the Properties and placed on the dividing line between the Lots, and all reconstruction or extensions of such walls, to the extent not inconsistent with the provisions of this Article.

Section 2. Sharing of Repair and Maintenance. The cost 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 or which uses the wall may restore it, and if the other Owners 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 Owners 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. Easement and Right of Entry for Repair, Maintenance and Reconstruction. Every Owner shall have an easement and right of entry upon the Lot of any other Owner and the Common Area to the extent reasonably necessary to perform repair, maintenance or reconstruction of a party wall and those improvements belonging to his Lot which encroach on an adjoining Lot or Common Area. Such repair, maintenance, or reconstruction shall be done expeditiously, and upon completion of the work, the Owner shall restore the adjoining Lot(s) and Common Area to as nearly the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.

Section 5. Weather-proofing. Notwithstanding any other provision of this Article, an Owner who, by his negligence or willful act, causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

Section 6. 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 7. Certification by Adjoining Property Owner That No Contribution Is Due. If any Owner desires to sell his Lot, such Owner, in order to assure a prospective purchaser that no Owner of an adjoining Lot has a right of contribution as provided in this Article, may request the adjoining property Owner to make a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining property Owner to make such certification immediately upon request, and without charge; provided, however that where the adjoining property Owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Section 8. Arbitration. In the event of a dispute concerning a party wall or the provisions of this Article, such dispute shall be resolved pursuant to the provisions of Section 8 of Article XII hereof.

ARTICLE X



RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owner set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and shall keep the Common Area in good, clean and proper condition, order and repair. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area and the performance of its other obligations hereunder. The Association shall operate and maintain areas designated by the Declarant as Common Areas, whether or not title to such areas has been formally conveyed to the Association. The Association shall also be responsible for enforcement of the covenants and restrictions contained in this Declaration.

Section 2. Manager. The Association may employ and pay for the services of a person or entity, including the Declarant (the "Manager"), to assist the Association in managing its affairs and carrying out its responsibilities hereunder and such other persons or entities, including attorneys and accountants, as the Association deems necessary or advisable, whether such persons or entities are engaged, furnished or employed by the Manager or directly by the Association. The Association may enter into a Management Agreement for such management services upon such terms as the Board of Directors may deem appropriate. The payment of management fees due to the Declarant may, at Declarant's option, be deferred until such later date as Declarant, in its sole discretion, deem appropriate. Furthermore, any management fees due to Declarant may, at Declarant's option, be credited against any assessments due or to be coming due from the Declarant.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided by the Articles of Incorporation or Bylaws of the Association.

Section 4. Insurance: Bonds. The Association shall procure and maintain adequate liability insurance covering the Association. The Association shall also procure and maintain full replacement value hazard insurance on real and personal property owned by the Association, and shall procure and maintain officers', directors' and employees' liability insurance, and such other insurance as it deems necessary or advisable. The premiums for such insurance shall be a common expense paid from the annual assessments provided in Article V of this Declaration. The Association may cause any or all persons responsible for collecting and disbursing monies of the Association to be bonded.

Section 5. Implied Rights. The Association may exercise any other right or privilege and take any action authorized by this Declaration, the Association's Articles or Bylaws, or the Act or the North Carolina Nonprofit Corporation Act (Chapter 55A), as from time to time amended, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privilege or the taking of any action authorized herein or therein.

Section 6. Declarant's Reserved Rights; Association's Obligation of Cooperation. The Association shall accept conveyance of any Common Area conveyed to it, in fee or by easement, by Declarant or, at the request of Declarant, by an owner of any property within or to be annexed



into the Properties and, upon request of Declarant and without further consideration, shall execute any document necessary to evidence such acceptance.

Until such time as Declarant and Builders have completed all of the contemplated improvements and have sold all of the Lots within the Subdivision:

(a) Declarant shall have the right to alter the boundaries of the Common Area, whether or not it has been previously deeded to the Association, subject to § 47F-3-112 of the Act, and provided that such alteration does not substantially, materially and adversely affect the function and use of the Common Area. The Association and each Owner hereby irrevocably appoints the Declarant as his attorney-in-fact to execute and/or deliver any documents, plats, deeds, or other written matters necessary or convenient to accomplish the addition of Common Area or Properties, or both, to create easements as deemed necessary by Declarant, and to adjure the boundary or boundaries of the Common Area.

(b) Neither the Association nor its Members, nor the use of the Common Area by the Association and its Members, shall interfere with or impede the completion of the improvements or the marketing and sale by the Declarant and the Builder of Lots and homes.

(c) Declarant and each Builder shall have the right to make such use of the Lots it owns as may facilitate sale of the Lots. Declarant, and each Builder with the consent of Declarant, shall have the right to make use of the Common Area as may facilitate completion of development and sale of Lots and Units by the Declarant and the Builder. Without limiting the foregoing, Declarant shall have the right to maintain or permit the Builder or others to maintain sales offices, model Dwellings and Units, administrative offices, and construction offices (which may be trailers or temporary or permanent buildings), or any or all of same, on Lots or the Common Area. In accordance with Article XI, Section 9, Declarant and the Builder shall also have the right to erect and maintain signs on Lots and/or the Common Area, to bring prospective purchasers upon the Common Area, to use the Common Area for sales and marketing activities for the Subdivision, to grant the right to use the Common Area to a prospective purchasers or any other individual or group, in Declarant's sole discretion, and to conduct any and all other marketing activities deemed appropriate by the Declarant, and to permit the Builder and others to exercise such rights in conjunction with or separate from the Declarant.

(d) Subject to the provisions of Section 1(d) of Article IV of this Declaration, Declarant shall have the right, but not the obligation, to loan money to the Association in such amounts and upon such terms and conditions as to which the Declarant may agree. Payments due to the Declarant under any such loans may, at Declarant's option, be credited against any assessments coming due at any time from the Declarant.

(e) In addition to all other rights of the Declarant, no amendment shall be made to this Declaration, and no rule or regulation shall be adopted, interpreted or enforced by the Association, so as to modify the assessments or other charges applicable to the Declarant or a Builder or assessed against the Lots owned by either, or which shall restrict, impair, or, in Declarant's sole judgment, materially adversely affect the activities of the Declarant or the Builder with regard to construction, use of Common Area and delegation of the right to use the Common Area, or the marketing and sale of Lots by the Declarant and Builder, whether or not

such activities are enumerated in the preceding paragraphs, without the express prior written consent of Declarant.

In exercising any of the rights provided or granted under this Article X, neither Declarant, nor the Association shall revoke, modify or amend this Declaration in a manner that reduces the size of the Common Area to less than, the area required by the appropriate governmental authority as of the date of this Declaration.

ARTICLE XI

USE RESTRICTIONS

Section 1. Business Use Prohibited. No trade, business, profession, garage sale, moving sale, rummage sale or other type of commercial activity shall be carried on within any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the properties; and, (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or, (c) a license is required.

Notwithstanding the foregoing, the Declarant and the agents and employees of Declarant, shall have the right to: (i) use Lots and improvements erected thereon for sales offices, field construction offices, storage facilities, and its own general business offices; (ii) maintain fluorescent-lighted or spot-lighted model homes which may be open to the public for inspection 7 days per week for such hours as the Declarant or Builder deems appropriate or necessary; (iii) conduct any other activities on Lots to benefit sales efforts; and (iv) use the parking facilities on the Common Area for parking for its employees and invitees.

Section 2. Use of Accessory Structures. No tent, shack, barn, car port, metal awnings, metal utility sheds or other building, other than a Dwelling and its garage, shall be erected on a Lot, and used temporarily or permanently as a residence, nor shall any such structure be used for any other purpose. Notwithstanding the foregoing, the Declarant and, with the approval of the Declarant, a Builder, may use temporary buildings, offices or facilities in connection with the marketing, sale and construction of Units.



Section 3. Maintenance of Improvements. Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the Dwelling. No Owner shall change the landscaping, exterior design or color of the Dwelling on such Owner's Lot, including the roof thereof, except in compliance with Article VIII hereof.

Section 4. Storage: Clothes Hanging. No Lot or Common Area shall be used for the storage of rubbish. Outside clothes hanging devices shall not be permitted.

Section 5. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted within the Properties other than in a garage and concealed from public view.

Section 6. Lawns. Each Lot shall be maintained in a neat condition by the Owner thereof or, as appropriate, the Association or a Subassociation. In this context, the word "Lot" shall include that portion of the property from the outside of the structure on the applicable Lot to the adjacent paved road surface. All Lots upon which a Unit or Dwelling has been constructed ("Improved Lots") must have grass lawns; no gravel or similar type lawns are permitted. For Improved Lots, "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized and that mulched areas be regularly re-mulched and kept weeded so that its appearance is in harmony with the neighborhood. No Owner shall allow the grass on a Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground. For unimproved Lots, "Neat" shall require that the Lot is maintained in a slightly condition, free of debris, rubbish, weeds and high grass and in a prudent and reasonable manner harmonious with that of other Lots within the Subdivision.

Section 7. Failure to Maintain. If an Owner fails to maintain the Lot or the improvements thereon, the Association or the appropriate Subassociation or the Declarant, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. By accepting title to his Lot, each Owner shall be deemed to grant access upon the Owner's Lot and Dwelling for such purpose and such entry shall not constitute a trespass. If such maintenance is undertaken by the Association, Subassociation or Declarant, the charge therefore and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V hereof.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of cats, dogs, and other household pets may be kept provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or having custody of an animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. No animals shall be permitted on or in the Common Area at any time except as permitted by the rules and regulations of the Association or by applicable law. All animals shall be on a leash when outside the Owner's Dwelling. The Owner shall be responsible for cleaning all droppings from their animals. The Board of Directors of the Association shall have the right to expel animals from the community for the Owners continuing violation(s) of the governing documents. The Board shall also have the right to expel dogs from the community for excessive barking which in the Board's opinion is a nuisance to other Owners.



Section 9. Signs. No signs shall be displayed on any Lot or on or within any improvement so as to be visible from the exterior of the improvement with the exception of one sign with the maximum dimensions of 24 inches by 24 inches expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than forty-five (45) days before such election and shall be removed within seven (7) days after such election. The Association may develop uniform sign standards and specifications to which all Owners must adhere. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association. Notwithstanding the foregoing, Declarant and, with the consent of and upon such conditions as Declarant, in its sole discretion, might impose, a Builder shall have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Common Area, in connection with the development and sale of the Properties.

Section 10. Water Retention Areas. The Association shall be responsible for maintaining the portions of the storm water drainage system which are within the Common Area, including the water quality and quantity standards of the approved plans, to the extent required by law. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the storm water system to meet water quality and quantity design standards of the approved plans and any future governmental laws, rules or regulations.

Each Owner of a Lot which borders a water retention area shall maintain any portion of that Owner's Lot lying within a retention area free of debris but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area.

Swimming and bathing in water retention areas are prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

Section 11. Vehicles, Boats and Trailers. No vehicle of any kind shall be parked on any Lot except on a paved parking surface or driveway or within a garage. No truck or vehicle used primarily for commercial purposes (other than those temporarily present on business), no vehicle in inoperable condition, no unlicensed vehicle, no recreational vehicle, no camper, no boat and no trailer may be parked within the Properties, unless kept inside a garage and concealed from public view. No parked vehicle shall be covered by a "car cover" or other similar covering unless kept inside a garage and concealed from public view. For the purpose of the preceding sentence, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less. The Association shall have the right to tow or remove any boat, trailer, or vehicle of any type which is parked within the Properties or kept on any Lot in violation of this section, at the owner's expense, and the owner of each Lot, by acceptance of their deed, does grant to the Association such an easement on, across, and upon their Lot as may be necessary to enforce the provisions set out in this section.

Section 12. Walls, Fences, and Hedges. All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant or the ARC.



The design, materials and placement of all walls, fences and hedges shall be approved by the ARC prior to construction pursuant to the approval requirements of Article VIII, Section 1, of this Declaration.

Section 13. Antennae and Roof Structures. No radio or other electrical towers, aerials, antennae, , or other devices of any type for the reception or transmission of radio broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 37 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

An antenna permissible pursuant to rules adopted by the Association may be installed only if it is approved by the Association pursuant to Article VIII hereof.

Section 14. Visual Obstructions at the Intersections of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner lots.

Section 15. Leased Units. An Owner may lease or sublet his Unit; provided, however, that any lease or sublease must be for at least six (6) months, in writing and contain the following provision:

"Tenant shall obey, adhere to and be bound by all provisions of the Declaration Of Covenants, Conditions And Restrictions For the Sunset Ridge Community, recorded in the applicable public registry for Brunswick County, North Carolina. Tenant acknowledges that he has received of a copy such Declaration-and the rules and regulations of the Association and is familiar with the provisions of same."

If an Owner fails to include said provision in any lease or sublease, it shall be conclusively deemed to be included and part of said lease or sublease. Owner shall furnish the Association a copy of any leases or subleases of his Unit.

Section 16. Minimum Size of Dwellings. Unless otherwise authorized by Declarant, all condominium units and townhome units shall have a minimum 1100 square feet of enclosed dwelling area and all other Dwellings constructed on any Lot shall have a minimum of 1400 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".

Section 17. Attached Garages. All Single Family Units constructed within the Properties shall contain an enclosed garage that is permanently attached to and part of the Unit and such



garage shall be large enough to accommodate at least one automobile. Garage doors shall remain closed at all times except when necessary for ingress and egress. Multi Family Units may or may not have garages.

Section 18. Seasonal or Holiday Decorations. Holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot or residential dwelling within a reasonable period of time after such holiday passes. The ARC has the sole discretion to determine what is a reasonable period of time for seasonal or holiday decorations to exist after the holiday passes and its determination shall be final.

Section 19. Deviations. Declarant at its sole discretion, is hereby permitted to approve deviations to restrictions in Article XI in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing and when given will automatically amend these restrictions for that certain Lot only.

Section 20. Window Coverings. All drapes, curtains or other similar materials hung at windows so as to be visible from outside the home shall be of a white or neutral background material.

Section 21. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any Sites shall be clear, white or non-frosted lights or bulbs. Light wattage and placement shall be approved by the ARC.

Section 22. Service Utilities, Fuel Tanks, Wood Piles, Trash. All service utilities, fuel tanks, wood piles and trash and garbage containers are to be enclosed within a fence, wall or plant screen of a type and size approved by the Declarant or the ARC, 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.

Section 23. Curbside Maintenance. Each Owner shall have a duty and obligation to maintain the roadside curbing along the front of their Lot, and in the case of corner lots, along the side abutting roadways, in the same condition as originally installed by the Declarant. In the event any Owner shall fail to do so, then the provisions set out in Article XI, Section 7 dealing with failure to maintain shall apply. Provided, however, that if the Declarant still owns property in the Subdivision, whether a developed lot or lots, or a tract or tracts of land for future development, the Declarant shall have the option of repairing or replacing damaged curbing to its original condition, and the cost of such repairs or replacement shall constitute a lien in favor of the Declarant against the lot adjacent to where the repairs or replacements were effected.

Section 24. Flags. Subject to Section 47F-3-121, the design, materials and location of all flags, flag poles, flag staffs, shall be approved by the ARC prior to installation or display pursuant to the approval requirements of Article VIII, Section 1, of this Declaration.

Section 25. Right of ways. If any Owner places any improvement or structure in the right-of-way, then if requested by the North Carolina Department of Transportation or another governmental regulatory agency, the Declarant or the Association shall have the right to remove such improvement or structure even if ARC had approved installation of such improvement or structure.



ARTICLE XII

STORMWATER PERMIT TRANSFER, RESPONSIBILITIES AND COVENANTS

Section 1. Transfer to and Acceptance by Association. Declarant shall, at its sole cost and expense, initially construct all Stormwater Management Facilities required to be located upon the Property or upon any property annexed into the Property by Declarant to the standards required by the North Carolina Stormwater Management Permit No. SW8 051208 issued for the Properties, and any additional North Carolina Stormwater Management Permits, applicable to the Properties and any amendments, additions or replacements thereof (collectively, the "Permit"). Upon completion of the initial construction of the Stormwater Management Facilities required by the applicable Permit for the Properties pursuant to this Declaration, Declarant shall transfer the applicable Permit and Declarant's responsibilities under the Permit applicable to the Properties to the Association. The Association shall accept the transfer from Declarant of the applicable Permit and responsibilities under the Permit. Transfers of any such Permit shall occur within a reasonable period of time after the date the North Carolina Department of Environment and Natural Resources allows the transfer of the Permit to occur, or a later date if so elected by Declarant.

Prior to any such transfer of the Permit, the Stormwater Management Facilities for the Properties, including any property annexed by Declarant into the Property, shall be certified to the Association and the State of North Carolina, either by state inspection or by a licensed engineer, as being in compliance with the applicable Permit prior to such assignment or transfer.

Section 2. Association Indemnification. The Association shall indemnify and hold Declarant harmless from any loss, cost, claim, fee, fine, suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant as the responsible party under the Permit and any Permit applicable to any Properties annexed into the Property from and after the date Declarant tenders transfer of its responsibilities under the Permit. The Association shall indemnify and hold Declarant harmless from any loss, cost, claim, fee, fine suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant as holder of the Permit from and after the date Declarant tenders transfer of the Permit to the Association following the approval of such transfer by the North Carolina Department of Environment and Natural Resources and the certification of compliance as set forth above. Further, Declarant may bring an action for specific performance of the obligations of the Association pursuant to this Section .2.

Section 3. Administration of Permit. From and after the transfer of Declarant's responsibilities under the Permit applicable to the property annexed into the Property and from and after transfer of the Permit from Declarant to the Association, the oversight, supervision, management and administration of the Permit shall be the sole responsibility of the Association. The Association's duties with respect to the Permit shall be carried out in accordance with the terms and conditions of the Association Documents, and the Permit.

Section 4. Easement for Upkeep and Enforcement. The Association hereby is granted and conveyed an easement over, under and upon each Lot for the purpose of access to and Upkeep of all Stormwater Management Facilities and to enforce all requirements of the Permit.



In the event Declarant annexes additional property into the Property and transfers the applicable Permit and Declarant's responsibilities under the Permit to the Association, the Association shall have, and hereby is granted and conveyed, an easement over, under and upon each annexed Lot for the purpose of access to and Upkeep of all Stormwater Management Facilities located upon such additional property and to enforce all requirements of the Permit.

Section 5. Permit Covenants. To ensure ongoing compliance with the Permit as issued by the Division of Water Quality of the North Carolina Department of Environment and Natural Resources under NCAC 2H.1000 the following covenants and restrictions are hereby imposed upon the Property:

- (a) The maximum allowable built upon area per Lot is the maximum number of square feet that may be covered by impervious material pursuant to the Permit. The allowed amount includes any built upon area constructed within the property boundaries of a Lot and in that portion of the right of way between the front Lot line and the edge of the pavement of any street abutting such Lot. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools. Pursuant to the Permit:
 - (i) The maximum allowable built upon area for each Lot in Phase 1N-A, Phase 1N-B and Phase 1S of the Sunset Ridge Community is 5,167 square feet per Lot;
 - (ii) The maximum allowable built upon area for Lot 408 (the amenity center) of the Sunset Ridge Community is 25,000 per square feet; and
 - (iii) The maximum allowable built upon area for all other Lots in the Sunset Ridge Community is 4200 square feet per Lot.

(b) Alteration of drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.

(c) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

(d) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

(e) No Person may pipe, fill in or alter any vegetated drainage swells constituting a part of the Stormwater Management Facilities constructed pursuant to the Permit.

(f) Lots located within an Area of Environmental Concern as designated by CAMA may be subject to a reduction in the allowable built upon area due to such CAMA regulations.

(g) No alteration of the drainage for the Stormwater Management Facilities designated in the Permit and shown on any accompanying approved plans shall occur without the prior written consent of the Division of Water Quality.



The covenants set forth in this Section 5 pertaining to stormwater management run with the land are binding on all persons claiming under them and may not be altered, rescinded, or modified without the express written consent of the State of North Carolina, Division of Water Quality. The State of North Carolina is made a beneficiary of the covenants above stated to the extent necessary to maintain compliance with the Permit, and such covenants run with the Property and shall be binding on all Persons and parties claiming under them.

Section 6. Each Owner of a Lot which borders a water retention area, drainage easement or drainage swale area shall be responsible to maintain any portion of that Owner's lot lying within a retention area, drainage easement, or drainage swale area free of debris but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area. No structure of any type shall be permitted within the water retention areas, drainage easements or drainage swale areas. Swimming and bathing in water retention areas are prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

ARTICLE XIII

RIGHTS OF SEASIDE

Section 1. Seaside Property. Seaside Road LLC, (also referred to herein as "Seaside") previously sold to Declarant, Bill Clark Homes of Wilmington, LLC, the Properties as described on Exhibit A hereto. Pursuant to an agreement between Seaside and Declarant (hereinafter referred to in this Article as the "Option Agreement") Seaside has given Declarant an option to purchase all of the real property owned by Seaside that is part of the approximately 148.70 acres described on Exhibit "B" hereto. Such real property owned by Seaside as of the date of this Declaration is hereinafter referred to as "Seaside Property" (all references in this Article to Seaside Property refer to such portion of the Seaside Property that Seaside owns at the applicable point in time. It is the intent of Seaside and Declarant that the Seaside Property will be annexed to this Declaration only after it is acquired by Declarant from Seaside. However, Seaside and Declarant also acknowledge the following; (i) for one or more reasons it may be necessary for part of all of the Seaside Property to be annexed to this Declaration prior to its conveyance to Declarant; (ii) if, for any reason, Declarant does not purchase all of the Seaside Property, Seaside may need the ability to develop the Seaside Property and to deal with the Seaside Property as a Declarant under this Declaration, including, without limitation, annexing such Seaside Property to this Declaration; and (iii) Seaside, in developing the Seaside Property, may need certain rights to access and work in portions of the Common Area and may need certain easements in, on, over, under, and through the Common Area, Lots, and other portions of the Properties. Accordingly, the rights and easements described in this Article hereby are reserved for and granted to Seaside, its successor and assigns.

Section 2. Annexation of Seaside Property to this Declaration. Until such time as the Option Agreement is terminated, Seaside, as requested by Declarant and to the extent reasonably necessary to satisfy the requirements of any governmental entity, will annex part or all of the Seaside Property to this Declaration prior to conveying same to the Declarant. Upon termination of the Option Agreement or breach of same by Declarant, Seaside shall have the right, without

the consent of Declarant, or of any Owner or of the Association to annex any or all of the Seaside Property to this Declaration.

Section 3. Seaside as Declarant. At any time that any Seaside Property, has been annexed to this Declaration, Seaside may become a declarant under this Declaration by the recording of a document stating that Seaside is such a declarant. Upon the recording of such document, Seaside shall have all of the rights granted or reserved to Seaside in this Article and shall have all of the rights and easements of the Declarant under this Declaration with respect to the use and development of the Seaside Property, including, without limitation, the rights and easements of Declarant with respect to the Common Area and other portions of the Properties in connection with such use and development of the Seaside Property; provided, however that this event shall not diminish the rights of Declarant, Bill Clark Homes of Wilmington, LLC with respect to any portion of the Properties that it owns.

Section 4. Conveyance of Common Area to Association. The Association shall accept conveyance from Seaside of any portion of the Seaside Property that is intended to be Common Area and assignment of obligations with respect to the Common Area and Stormwater Management Facilities.

Section 5. Seaside's Right to Acquire Common Area. In connection with its development of the Seaside Property, Seaside has the right to require the Association to convey portions of the Common Area to Seaside in order to correct erroneous conveyances of Common Area, eliminate unintentional encroachment of dwellings units or other improvements onto portions of the Common Area, or to enhance the utility of the Common Area retained by the Association.

Section 6. Seaside's Assessment and Association Membership. Until such time, if any, that Seaside becomes a Declarant under this Declaration, Seaside and all portions of the Seaside Property owned by Seaside are exempt from all assessments under this Declaration, and Seaside shall have no votes in the Association with respect to such Seaside Property. Upon becoming a Declarant, with respect to the portion of the Seaside Property that it owns, Seaside shall have all of the membership rights and assessment obligations of the Declarant under this Declaration, but shall have no obligation to any of the Properties other than such Seaside Property.

Section 7. Seaside's Easements. The following non-exclusive rights and easements hereby are reserved for Seaside and Seaside's agents, contractors, and subcontractors in, on, over, under, and through the Common Area (for these purposes, the term "Common Area" includes all portions of the Properties intended to be Common Area but not yet owned by the Association – for example, a private street right of way that has not been conveyed to the Association, and includes all portions of the Properties owned or intended to be owned by a Subassociation), and in, on, over, under, and through all public and private storm water drainage easements, utility easements, and other easements located on Lots:

- (a) The right to cause the Association or any Declarant to grant perpetual utility easements in, on, over, under and through Common Area as may be reasonably necessary for development of the Seaside Property and other portions of the Properties and which do not unreasonably burden the Common Areas. The

Association or other Declarant, as applicable, upon Seaside's request shall execute an appropriate document or plat establishing such easement to facilitate recording of same. For the purposes of this Article of this Declaration, "utility" or utilities" include, without limitation, water, sanitary sewer, storm water drainage, electricity, telephone, natural gas, cable television, internet service, open space, greenway, and buffers. Such easements may be granted by written instrument or plat, and may be publicly dedicated or private easements. Unless specifically excluded therefrom with Seaside's consent, the grants of all such easements are deemed to include a right of ingress, egress and regress in, on, over, under, and through all portions of the Common Area and Lots as reasonably required to facilitate the exercise of such easements.

- (b) The right to install, use and maintain in Common Area such utilities as reasonably may be required for development of the Seaside Property or other portions of the Properties.
- (c) The right to install, use, and maintain in Common Area and in public and private street rights of way, signs, landscaping (including, without limitation, grass, plants, lighting, and irrigation), fencing and other decorative features in connection with development of Seaside Property or other portions of the Properties. Following any uncured default by Declarant and/or failure of Declarant to purchase any portions of the Seaside Property under the Option Agreement, this right also includes the right to maintain in the Common Area and in public and private street rights of way, signs advertising for sale or rent any part or all of the Properties or Seaside Property and signs providing directions to any part or all of the Properties or Seaside Property.
- (d) The right to construct, improve, repair, replace, relocate, and maintain all Stormwater Management Facilities in accordance with the requirements of any applicable governmental entity and/or in accordance with any contractual obligations of Seaside to any person or legal entity.
- (e) A non-exclusive right of pedestrian and vehicular ingress, egress and regress over an upon all Common Area and Lots, as applicable, for the purposes of exercising the rights and easements granted or reserved to Seaside in this Article; provided, however, that, with respect to vehicular ingress, egress and regress, to the extent reasonably practicable, Seaside shall use only those portions of the Common Area designed or designated for use by vehicular traffic.
- (f) A non- exclusive right and easement at all times to enter upon any portion of any easement to the extent necessary to gain access to and maintain improvements and facilities in such easement and/or to exercise its rights as Seaside or Declarant under this Declaration.
- (g) Seaside may exercise all of its right and easements under this Article without the prior approval or consent of any person or legal entity, including the Declarant, Owners, and the Association, and without the payment of any fee or charge to Declarant,



Owners, or the Association for the exercise of such rights.

Section 8. Termination of Seaside's Rights and Easements. The rights and easements granted to or reserved for Seaside in this Article shall terminate, without the execution or recording of any other documents, upon the later of the following dates: (i) on the date on which Seaside does not own any of the Seaside Property; or (ii) on the date that Seaside completes or satisfies its obligations to any person or legal entity with respect to any of the Seaside Property or any of the Properties; or (iii) on the date that Seaside completes or satisfies all of its development obligations to the applicable governmental entity with respect to the Seaside Property or the Properties. In addition to the foregoing, Seaside may at any time terminate any part or all of its rights and easements reserved in this Article by recording in the office of the Brunswick County Register of Deeds one or more instruments terminating any part or all of such rights and easements.

Section 9. Amendment of this Article. Notwithstanding any other provisions of this Declaration to the contrary, this Article may not be amended in whole or in part without the written consent of Seaside.

Section 10. Not Subject to Architectural Control. With respect to any exercise of its rights and easements under this Declaration, * Seaside is not subject to any architectural or plan approval requirements under this Declaration, or under any articles of incorporation or bylaws of the Association, or under any other document that is determined to be a document that governs the Association or improvements constructed or placed in, on, over, under or through the Properties.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or 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. Further, the Board of Directors shall have the right to record in the appropriate land records a notice of violation of this Declaration or the Bylaws of the Association, or any rules, regulations, use restrictions, or design guidelines promulgated by the Association and to assess the cost of recording and removing such notice against the Owner in violation of the Declaration.

Section 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. For so long as Declarant owns any Lot or Unit within the Subdivision, this Declaration may be amended by the Declarant, without the consent or joinder of any other Owner or the Association. Any such amendment shall be effective upon recording of same in the applicable public registry for Brunswick County, North Carolina. No amendment

shall be binding upon any Lot or Owner until ten (10) days after a copy of such amendment has been recorded in the Brunswick County Registry.

The covenants and restrictions of this Declaration, and any amendments thereto, are appurtenant to and shall run with and be binding upon the Properties and the Owners thereof for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or amended by a vote of the Owners as set forth below.

Subject to the provisions of Section 9(e) hereof and after Class B Lots cease to exist, this Declaration may be amended during the first twenty-five year period by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and terminated during the first twenty-five year period only in strict compliance with § 47F-2-118 of the Act by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots, and thereafter amended by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots or terminated by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots, provided, however, that so long as there is Class B membership, no amendment adopted by the Owners shall be effective unless and until such amendment is approved in writing by the Declarant. Amendment or termination shall be by written instrument signed by the appropriate persons or entities and recorded in the applicable public registry for Brunswick County, North Carolina, and upon recordation, shall be binding on all Lots and Units within the Properties and the Owners thereof, without regard to whether the Owner of such Lot voted for or against or signed or did not sign the amendment.

Section 4. Interpretation. Headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing any provision hereof. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa: the use of one gender shall include all genders; and the use of the word "including" shall mean "including, without limitation". This Declaration and the provisions thereof shall be construed and enforced in accordance with the laws of the State of North Carolina.

Section 5. Subdivision of Lots. No Lot within the Subdivision may be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded plat, except by or with the consent of the Declarant and, if required, by the appropriate governmental authority.

Section 6. Declarant's Right To Change Development. With the approval of the appropriate governmental authority, and subject only to such terms and conditions as said authority may impose, Declarant shall have the right, without consent or approval of the Owners, to create Lots and Units, add Common Area, and reallocate Lots or Units within the Properties. Declarant may convert any lot or lots or any other property subject to these restrictions to use as a roadway and/or road right-of-way.

Section 7. Declarant's Easements. In addition to all other easements reserved by or for Declarant in this Declaration, Declarant shall have such easements over all portions of the Properties as are reasonably necessary to enable Declarant (i) to exercise all rights and to perform all obligations of the Declarant under this Declaration, and (ii) with respect to any development by Declarant of any part or all of the Properties, to comply with all requirements of any governmental entity.

Section 8. Rules and Regulations: Enforcement. The Board of Directors shall have the authority to adopt additional rules and regulations governing the use of the Common Area and the Lots within the Subdivision and shall furnish a written copy of said rules and regulations to the Owners) of each Lot at least fifteen (15) days before such rules and regulations become effective.

In addition to any other rights and remedies that the Association may have under the Bylaws and this Declaration, the Association may impose sanctions for a violation of this Declaration, the Bylaws of the Association, the rules and regulations adopted Association, and any restrictive covenants applicable to the Properties, in accordance with procedures set forth in the Bylaws, and subject to the notice of hearing, evidence, and appeals procedures set forth in §47F-3-107.1 of the Act, which sanctions may include, without limitation, reasonable monetary fines not to exceed One Hundred Dollars (\$100.00), provided that an additional fine of up to One Hundred Dollars (\$100.00) per day may be imposed for each day more than five (5) days after the decision that the violation occurs, which shall constitute a lien upon the Lot of the violator, and suspension of the right to vote and the right to use the Common Area any facilities thereon.

In addition, as provided in the Bylaws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing of Owner and tenant vehicles that are in violation of parking rules) and may suspend the right of an Owner to use any Common Area and recreational facility within the Properties if the Owner is more than 30 days delinquent in paying any assessment or other charge due to the Association.

The Association shall at all times have the right and easement to go upon any Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the architectural guidelines applicable to the Properties. Any entry onto any Lot for purposes of exercising this power of self-help shall not be deemed as trespass. All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement actions. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

Section 9. Dispute Resolution.

(a) Consensus for Association Action.

(1) Except as provided in this Section, the Association may not commence a legal proceeding or an action under this Article without the approval of at least two-thirds of the Members. The foregoing shall not apply to: (i) actions brought by the Association to enforce the provisions of this Declaration, the Bylaws, or rules and regulations adopted by the Association

(hereinafter collectively referred to as the ("Governing Documents"); (ii) the imposition and collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings against it.

(2) Prior to the Association or any Member commencing any proceeding to which Declarant is a party, including, without limitation, a proceeding based on an alleged defect in any improvement, Declarant shall have the right to be heard by the Members, or the particular Member, and to have access to inspect and correct the condition of or redesign any portion of any improvement as to which a defect is alleged or to otherwise correct or resolve the dispute.

(b) Alternative Method for Resolving Disputes. Declarant, its officers, directors, employees and agents, the Association, its officers, directors and committee members, all Owners, Members, any Builder, its officers, directors, employees and agents, and any other person or entity not otherwise subject to this Declaration who agrees to submit to this Section 8 (each such person or entity being herein referred to as a "Bound Party" or, in groups, as the "Bound Parties") each agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances and disputes described in Subsection (c) hereof (herein referred to as the "Claims") to the procedures set forth in Subsection (d) hereof.

(c) Claims. Unless specifically exempted below, all Claims between any of the Bound Parties, regardless of how such Claims might have arisen or on what they might be based, including, but not limited to, Claims: (i) arising out of or relating to the interpretation, application or enforcement of the Governing Documents or the rights, obligations and duties of any Bound Party under the Governing Documents; (ii) relating to the design and construction of improvements; or (iii) based on any statements, representation, promises, warranties, or other communications alleged to have been made by or on behalf of any Bound Party, shall be subject to the provisions of Subsection (d) hereof.

Notwithstanding the foregoing, unless all parties to any such dispute otherwise agree in writing, the following shall *not* be deemed to be Claims covered by this Subsection (c) and shall *not* be subject to the provisions of Subsection (d):

(1) any proceeding by the Association against any Bound Party to enforce the provisions of Article V of this Declaration:

(2) any proceeding by the Association or the Declarant to obtain a temporary restraining order or injunction (or equivalent equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the *status quo* and preserve the Association's or the Declarant's ability to act under and enforce the provisions of Articles VIII and XI of this Declaration;

(3) any proceeding between or among Owners, which does not include the Declarant, a Builder, or the Association as a party, if such proceeding asserts a Claim which would constitute a cause of action independent of the Governing Documents; or

(4) any proceeding in which no Bound Party is an indispensable party.

With the consent of all parties thereto, any dispute involving any of the foregoing excepted actions may be submitted to the alternative dispute resolution procedures set forth in Subsection (d).

(d) Mandatory Procedures.

(1) Notice. Any Bound Party having a Claim (the "Claimant") against any other Bound Party (the "Respondent") (the Claimant and the Respondent being herein individually referred to as a "Party" and collectively as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the persons or entities involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific provisions of the Governing Documents or other authority out of which the Claim arises);

(iii) the proposed remedy; and

(iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(2) Negotiation and Mediation.

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors of the Association may appoint a representative to assist the Parties in their negotiations.

(ii) If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other time period as may be agreed upon by the Parties), Claimant shall have an additional 30 days in which to submit the Claim to mediation under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial or Construction Industry Mediation Rules, as appropriate.

(iii) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation. Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge the Respondent from any liability to any person or entity other than the Claimant

(iv) Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to AAA mediation, or within such other time as may be determined by the mediator or agreed to by the Parties, the mediator shall issue a written notice of termination of the mediation process, which notice shall state that the Parties are at an impasse and set forth the date that mediation was terminated (hereinafter "Termination of Mediation").

(v) Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees and expenses of the mediator and the administrative fees of mediation. If the Parties agree to a resolution of a Claim through negotiation or mediation as set forth in this Subsection (d), and any Party thereafter fails to abide by the terms of the settlement agreement, any other Party may file suit or initiate arbitration proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Subsection (d). In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or, if more than one Party *is in non-compliance*, from all non-complying Parties pro rata) all costs incurred by such Party in enforcing the agreement, including, without limitation, attorneys' fees and court costs.

(3) Binding Arbitration.

(i) After Termination of Mediation, Claimant shall be entitled to submit the Claim to final, binding arbitration under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. No Claim subject to this Subsection (d), whether by the provisions thereof or by agreement of the Parties, shall be submitted to or decided by or in a court of law. Any judgment upon the award entered by the arbitrator may be entered in and enforced by a court of competent jurisdiction. If the amount claimed by the Complainant or, by the Respondent in a counterclaim, exceeds \$250,000, the Claim shall be heard and determined by three arbitrators. Otherwise, unless the Parties otherwise agree, the Claim shall be heard and determined by an arbitrator. An arbitrator shall have expertise in the areas) of the Claim, which may include legal expertise if legal issues are involved.

(ii) Each Party shall bear its own costs of the arbitration, including attorneys' fees, and each Party shall share equally all fees and expenses of the arbitrator and the administrative fees of arbitration.

Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting Party shall be awarded reasonable attorneys' fees and expenses incurred in defending such contest. All decisions regarding the arbitrability of any Claim shall be decided by the arbitrator(s).

(iii) The award of the arbitrators shall be accompanied by detailed written findings of fact and conclusions of law. Except as required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties involved in the arbitration.

(e) Amendment of Subsection. Notwithstanding any other provision of this Declaration, this Subsection 9 may not be amended prior to the expiration of 20 years from the date of recording of this Declaration without the prior written consent of the Declarant.

Section 10. Notice. Any notice required to be given to an Owner pursuant to this Declaration shall be in writing and may be hand delivered to the Owner, or given by first class United States Mail, postage prepaid, or given in such other manner specifically allowed or required by applicable law, or given in such other manner determined by the Board to be proper. Such notice shall be forwarded to the address of the Owner appearing on the records of the




Association or to the address of the Owner appearing in the records of the Brunswick County Revenue Department. Properly addressed notice shall be deemed to have been given to an Owner as follows: (i) in the absence of any delays in delivery by the United States Postal Service resulting from acts of war or terrorism, on the third day following the date the notice was deposited in the United States mail, first class postage prepaid; or (ii) on the date of personal delivery to the Owner or to any adult residing with the Owner, as evidenced by a receipt signed by the Owner or such adult residing with the Owner; or (iii) on the delivery date indicated on a return certified or registered mail receipt, or (iv) on the date indicated by the records of a national, regional or local same day or overnight courier service, or (v) on the date acknowledged in writing by the Owner or adult residing with the Owner, or (vi) upon execution of a written waiver of such notice by the Owner. Notice to the Association may be given and shall be deemed to have been given in the same manner as notice to an Owner, when addressed to the principal business office of the Association or to the property manager employed by the Association. It shall be the duty of each Owner and any other person or legal entity entitled to receive a notice from the Association to keep the Association informed of such Owner's or other person's or legal entity's current mailing address and telephone number. If an Owner or other person or legal entity has not provided the Association with such current mailing address the Association may use as the mailing address the street address of the portion of the Properties owned by such Owners or other person or legal entity or the address for such Owner or other person or legal entity in the records of the Brunswick County Revenue Department. If no address for an Owner or other person or legal entity is reasonably available to the Association, the Association shall not be required to give notice to that Owner or other person or legal entity. Notice given to any one of the multiple Owners of any portion of the Properties shall be deemed to have been given to all of such Owners.

In Witness Whereof, the undersigned being the Declarant herein, has hereunto set its hand and seal this 18 day of August, 2008.

DECLARANT:
 Bill Clark Homes of Wilmington, L.L.C.

a North Carolina limited liability company


 By: EDWARD H. CLARK
 Name: _____
 Title: MANAGER



Date Executed: 8/18/08

Bill Clark Homes of Wilmington, L.L.C.

a North Carolina limited liability company

By: Sonya A. Culler, Manager
Name: SONYA A. CULLER
Title: MANAGER
Date Executed: 8/18/08

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, JOYCE S. CARMACK, a Notary Public of the County of NEW HANOVER and for the State aforesaid, certify that Edward H. Clark and Sonya A. Culler, known to me, personally came before me this day and acknowledged that they are Manager of Bill Clark Homes of Wilmington, LLC., a North Carolina Limited Liability Company, and further acknowledged the due execution of the foregoing instrument on behalf of said Limited Liability Company.

Witness my hand and official seal, this the 18 day of August, 2008

{SEAL-STAMP}

Joyce S Carmack
Notary Public
Printed Name: JOYCE S. CARMACK

My Commission Expires: 12-16-11

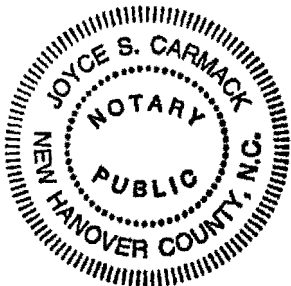




EXHIBIT A

Being all of that property shown and described on that plat entitled "Sunset Ridge Subdivision-Phase IN-A Lots 1-35" and recorded in Map Cabinet 39 at Page 16 in the Office of the Register of Deeds for Brunswick County, North Carolina.

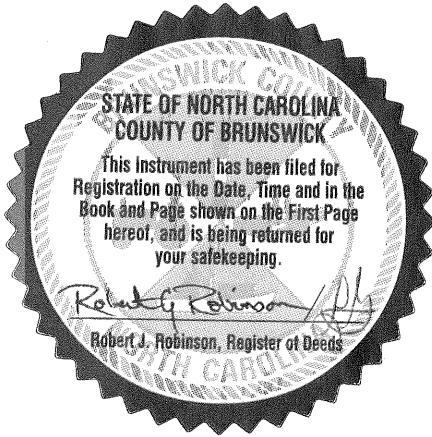
Being all of that property shown and described on that plat entitled "Sunset Ridge Subdivision-Phase IN-B Lots 36-47, 377 and 389-408" and recorded in Map Cabinet 43 at Page 32 in the Office of the Register of Deeds for Brunswick County, North Carolina.

Being all of that property shown and described on that plat entitled "Sunset Ridge Subdivision-Phase IS Lots 234 – 299"and recorded in Map Cabinet 43 at Page 03 in the Office of the Register of Deeds for Brunswick County, North Carolina.

EXHIBIT B

Being all of the tract of land consisting of approximately 148.70 acres, which is shown as the property of W.J. McLamb Enterprises L.P. on the plat recorded in the Book of Maps 32 at Page 4 of the Office of the Register of Deeds for Brunswick County, North Carolina; save and except from property described in Exhibit A.

Being all of that certain 0.8364 acre tract from Ameron, Inc. to Clark Land Company, LLC recorded in Book 2643 at Page 949 of the Brunswick County Registry. This is the same tract of land described in a deed from Donnie Ray Bland to Ameron, Inc. recorded in Book 2061 at Page 822 of the Brunswick County Registry, reference to which deed is hereby made for a more particular description.



Presenter Thomas Morgan Ret: Mail
 2 Total 20 Rev _____ Int. LA
 Ck \$ 20 Ck # 8737 Cash \$ _____
 Refund: _____ Cash \$ _____ Finance _____
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 Document contains only verified by original instrument that cannot be re-recorded or copied.

**AMENDMENT TO
 THE AMENDED AND RESTATED DECLARATION OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR THE
 SUNSET RIDGE COMMUNITY**

(RE MAINTENANCE OF SIDEWALKS)

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE SUNSET RIDGE COMMUNITY is made on the date hereinafter set forth by **Bill Clark Homes of Wilmington, LLC**, a North Carolina limited liability company, (hereinafter referred to as "Declarant")

WITNESS TO:

WHEREAS, Bill Clark Homes of Wilmington, LLC is the Declarant under that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community ("Master Declaration") which Declaration is recorded in Book 2830 at Page 144 in the Office of the Register of Deeds for Brunswick County, North Carolina; and

WHEREAS, Article XIII, Section 3, of said Master Declaration provides that for so long as Declarant owns any Lot or Unit within the Subdivision, the Master Declaration may be amended by the Declarant without the consent or joinder of any other Owner or the Association and such amendment shall be effective upon recording of same in the applicable public registry for Brunswick County, North Carolina; and

WHEREAS, Declarant owns Lots and Units within the Sunset Ridge Community and desires to amend said Master Declaration as herein set forth.

NOW, THEREFORE, Bill Clark Homes of Wilmington, LLC, Developer, hereby declares as follows, to-wit:



**ARTICLE I
DEFINITIONS**

Section 4 of Article I of said Master Declaration is hereby deleted in its entirety and the following substituted in its place and stead:

Section 4. "Common Area" shall mean and refer to any and all real property, together with any improvements thereon, shown on any recorded subdivision plat of the Properties, with the exception of any Lots, as said term is defined in this Declaration. Common Area includes all private roadways and streets within the Subdivision. Common Area shall also include sidewalks and boardwalks, if any, located within the road right-of-ways of any streets or roads within the subdivision. Except as otherwise provided in this Declaration, the Common Area shall be maintained by the Association or its successors in interest unless dedicated to public use as set forth herein.

Section 3 of Article IV of said Master Declaration is hereby deleted in its entirety and the following substituted in its place and stead:

Section 3. Conveyance of Common Area To The Association. No later than the time Declarant no longer exercises voting control over the Association as provided in Article III hereof, Declarant shall convey, and the Association shall accept, fee simple title to all Common Area (except Common Area easements and sidewalks or boardwalks located within the road right-of-ways) within the Properties, and shall reserve for or grant to the Association all Common Area easements, all subject to such easements, reservations, conditions and restrictions as then may be of record, and the Association shall accept all such conveyances, grants and reservations, provided, however, that so long as Declarant owns any Lots within the Properties, Declarant reserves an easement over and across any Common Area deeded to the Association for the purpose of constructing and maintaining any improvements on the Common Area as it deems necessary or advisable, provided that any such improvements must comply with the requirements of the appropriate governmental authority. Any improvements placed on the Common Area by Declarant shall become the property of the Association upon completion of such improvements.

Except as specifically amended herein, all provisions of said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25 day of November, 2008



3
Presenter Corey Potter Ret: IS
Total 20 Rev _____ Int. 24
Ck \$ _____ Ck # _____ Cash \$ 20.00
Refund: _____ Cash \$ _____ Finance _____
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 Document contains seals verified by original instrument that cannot be reproduced or copied.

**SUPPLEMENTAL DECLARATION
FOR THE
VILLAS AT SUNSET RIDGE**

THIS INSTRUMENT, made and entered into this 2nd day of February, 2009, by Bill Clark Homes of Wilmington, LLC, a North Carolina limited liability company (hereinafter referred to as Declarant).

WITNESSETH

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community is recorded in Book 2830 at Pages 144 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina (such instrument as supplemented and amended is herein referred to as the "Master Declaration"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Villas at Sunset Ridge is recorded in Book 2830 at Pages 183 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina (such instrument as supplemented and amended is herein referred to as the "Villa Declaration"); and

WHEREAS, Article II of the Master Declaration provides that Declarant has the right to annex additional real property to said Master Declaration and the option to subject said property to additional easements and covenants.

WHEREAS, Article II of the Villa Declaration provides that Declarant has the right to annex additional real property to said Villa Declaration and the option to subject said property to additional easements and covenants.

WHEREAS, Bill Clark Homes of Wilmington, LLC has caused to be recorded a plat entitled "Villas at Sunset Ridge-7195 Bonaventure Street SW Lots 201-206" in Map Cabinet 57 at Page 79 in the Office of the Register of Deeds of Brunswick County, North Carolina.

WHEREAS, it is the intention of Bill Clark Homes of Wilmington, LLC, to subject the property as shown on the plat recorded in Map Cabinet 57 at Page 79, to the Master Declaration and to the Villa Declaration for the purpose of protecting the value and desirability of said property.

NOW, THEREFORE, Bill Clark Homes of Wilmington, LLC, Declarant, hereby declares as follows, to-wit:

1. Annexation to Sunset Ridge Community and the The Villas at Sunset Ridge.
That the said property shown and described on the plat "Villas at Sunset Ridge-7195 Bonaventure Street SW Lot 201-206" in Map Cabinet 57 at Page 79 in the Office of the Register of Deeds of Brunswick County, North Carolina, to which plat reference is hereby made for a more particular description, is and hereafter shall be held, transferred, sold and conveyed subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community recorded in Book 2830 at Pages 144 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina as the same may be amended and supplemented from time to time and to the Declaration of Covenants, Conditions and Restrictions for the Villas at Sunset Ridge is recorded in Book 2830 at Pages 183 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina as the same may be amended from time to time for the purpose of enhancing the value of the properties and which covenants shall run with the land and shall be binding upon all parties having any right, title or interest in the property hereinabove described and shall inure to the benefit of each owner thereof.

The said property annexed herein shall be subject to all terms, requirements and conditions of said Declarations and all amendments thereto the provisions of which are hereby incorporated as though fully set forth herein.



IN WITNESS WHEREOF, **Bill Clark Homes of Wilmington, LLC** has caused this instrument to be executed on the day and year first above written.

Bill Clark Homes of Wilmington, LLC
A North Carolina limited liability company

BY: [Signature]
Member/Manager

BY: Sonya A. Culler, Manager
Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, CHERYL A. BLANTON, a Notary Public of Pender County and State aforesaid, certify that **Edward H. Clark and Sonya A. Culler**, being personally known to me personally came before me this day and acknowledged that they are **Managers of Bill Clark Homes of Wilmington, LLC, a North Carolina limited liability company and** being authorized to do so and as the act of the company, voluntarily executed the foregoing on behalf of said company and for the purposes stated therein.

Witness my hand and official stamp or seal, this 2 day of February, 2009.

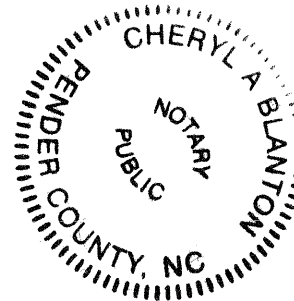
Printed Name [Signature]
CHERYL A. BLANTON

Notary Public

My Commission Expires:

July 27, 2013

(Affix Notarial Seal)





Thomas Morgan
 Presenter _____ Ret: *mail*
 3 Total *36.00* Rev _____ Int. *29*
 Ck \$ *36.00* Ck # *9995* Cash \$ _____
 Ret: _____ Cash \$ _____ Finance _____
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**SUPPLEMENTAL DECLARATION
 FOR THE
 SUNSET RIDGE PATIO HOME COMMUNITY**

AT THE

SUNSET RIDGE COMMUNITY

“Sunset Ridge Subdivision – Phase 2 - Section1”

THIS INSTRUMENT, made and entered into this 7th day of December, 2011 by Bill Clark Homes of Wilmington, LLC , a North Carolina limited liability company (hereinafter referred to as Declarant).

WITNESSETH

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community is recorded in Book 2830 at Pages 144 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina (such instrument as supplemented and amended is herein referred to as the “Master Declaration”); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Patio Home Community is recorded in Book 2612 at Pages 598 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina (such instrument as supplemented and amended is herein referred to as the “Patio Home Declaration”); and

WHEREAS, Article II of the Master Declaration provides that Declarant has the right to annex additional real property to said Master Declaration and the option to subject said property to additional easements and covenants.

WHEREAS, Article II of the Patio Home Declaration provides that Declarant has the right to annex additional real property to said Patio Home Declaration and the option to subject said property to additional easements and covenants.



WHEREAS, Bill Clark Homes of Wilmington, LLC has caused to be recorded a plat entitled "Sunset Ridge Subdivision – Phase 2 - Section1" in Map Cabinet 72 at Pages 6 and 7 in the Office of the Register of Deeds of Brunswick County, North Carolina.

WHEREAS, it is the intention of Bill Clark Homes of Wilmington, LLC, to subject the property as shown on the plat recorded in Map Cabinet 72 at Pages 6 and 7 to the Master Declaration and to the Patio Home Declaration for the purpose of protecting the value and desirability of said property.

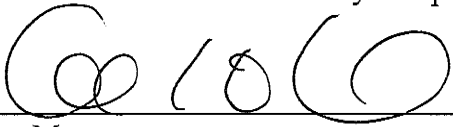
NOW, THEREFORE, Bill Clark Homes of Wilmington, LLC, Declarant, hereby declares as follows, to-wit:


1. Annexation to Sunset Ridge Community and the Sunset Ridge Patio Home Community. That the said property shown and described on the plat "Sunset Ridge Subdivision – Phase 2 - Section1" in Map Cabinet 72 at Pages 6 and 7 in the Office of the Register of Deeds of Brunswick County, North Carolina, to which plat reference is hereby made for a more particular description, is and hereafter shall be held, transferred, sold and conveyed subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community recorded in Book 2830 at Pages 144 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina as amended and supplemented from time to time and to the Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Patio Home Community recorded in Book 2612 at Pages 598 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina as amended and supplemented from time to time for the purpose of enhancing the value of the properties and which covenants shall run with the land and shall be binding upon all parties having any right, title or interest in the property hereinabove described and shall inure to the benefit of each owner thereof.

The said property annexed herein shall be subject to all terms, requirements and conditions of said Declaration and all amendments thereto the provisions of which are hereby incorporated as though fully set forth herein.

IN WITNESS WHEREOF, **Bill Clark Homes of Wilmington, LLC** has caused this instrument to be executed on the day and year first above written.

Bill Clark Homes of Wilmington, LLC
A North Carolina limited liability company

BY: 
Manager

BY: 
Manager



STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, CHERYL A. BLANTON, a Notary Public of Pender County and the State aforesaid, certify that EDWARD H. CLARK and SONYA A. CULLER either being personally known to me or proven by satisfactory evidence (said evidence being drivers license), personally came before me this day and acknowledged that they are **Managers of Bill Clark Homes of Wilmington, LLC, a North Carolina limited liability company** and being authorized to do so and as the act of the company, voluntarily executed the foregoing on behalf of said company and for the purposes stated therein.

Witness my hand and official stamp or seal, this 7TH day of December, 2011

Cheryl A. Blanton

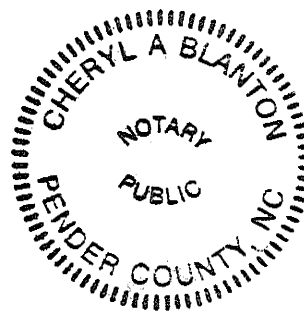
Printed Name CHERYL A. BLANTON

Notary Public

My Commission Expires:

JULY 27, 2013

(Affix Notarial Seal)





3 Presenter Tom Morgan Ret: IS
 Total 200 Rev 0 Int. WUP
 Ck \$ 52 Ck # 0341 Cash \$ _____
 Refund: _____ Cash \$ _____ Finance _____
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**AMENDMENT TO
 THE AMENDED AND RESTATED DECLARATION OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR THE
 SUNSET RIDGE COMMUNITY
 (Impervious Coverage)**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE **SUNSET RIDGE COMMUNITY** is made on the date hereinafter set forth by **Bill Clark Homes of Wilmington, LLC**, a North Carolina limited liability company, (hereinafter referred to as "Declarant")

WITNESS TO:

WHEREAS, Bill Clark Homes of Wilmington, LLC is the Declarant under that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community and amendments thereto ("Declaration") which Declaration is recorded in Book 2830 at Page 144 in the Office of the Register of Deeds for Brunswick County, North Carolina; and

WHEREAS, Article XIII, Section 3, of said Master Declaration provides that for so long as Declarant owns any Lot or Unit within the Subdivision, the Master Declaration may be amended by the Declarant without the consent or joinder of any other Owner or the Association and such amendment shall be effective upon recording of same in the applicable public registry for Brunswick County, North Carolina; and

WHEREAS, Declarant owns Lots and Units within the Sunset Ridge Community and desires to amend said Master Declaration as herein set forth.



NOW, THEREFORE, Declarant declares that the Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community shall be and amended as follows:

ARTICLE XII, Section 5, subparagraph (a) of the Declaration is hereby deleted and the following substituted in its place and stead:

- (a) The maximum allowable built upon area per Lot is the maximum number of square feet that may be covered by impervious material pursuant to the Permit. The allowed amount includes any built upon area constructed within the property boundaries of a Lot and in that portion of the right of way between the front Lot line and the edge of the pavement of any street abutting such Lot. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools. Pursuant to the Permit:
 - (i) The maximum allowable built upon area for each Lot numbered 1 through 48 (inclusive), 129 through 177 (inclusive), 195 through 355 (inclusive) and 361 through 407 (inclusive) is 5,167 square feet per Lot; and
 - (ii) The maximum allowable built upon area for all other Lots in the Sunset Ridge Community is 4200 square feet per Lot.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14 day of ~~September~~ NOVEMBER, 2012.

DECLARANT
Bill Clark Homes of Wilmington, LLC
A North Carolina limited liability company

By: [Signature]
Name: Edward H Clark
Title: MANAGER

By: [Signature]
Name: CITIZEN BLAIRD
Title: MANAGER

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

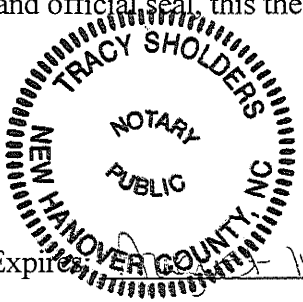
I, Tracy Sholders, a Notary Public in and for the State and County aforesaid, do certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing instrument for the purposes stated therein and in the capacity indicated and that the identity of each was duly proven by presentation of a driver's license.

Printed name: Edward H Clark Title: Manager

Printed name: Cheryl Blanton Title: Manager

Witness my hand and official seal, this the 14 day of ~~September~~ ^{November} 15, 2012

{SEAL-STAMP}



Tracy Sholders
Notary Public
Printed Name: Tracy Sholders

My Commission Expires November 15, 2015



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78
Tom Morgan
0805
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NR
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**SUPPLEMENTAL DECLARATION
FOR THE
SUNSET RIDGE PATIO HOME COMMUNITY**

AT THE

SUNSET RIDGECOMM UNITY

“Sunset Ridge Subdivision – Phase 2 – Section2”
Lots 145-154, 168-173, 369-373 and 378-380

THIS INSTRUMENT, made and entered into this 25 day of February, 2014 by Bill Clark Homes of Wilmington, LLC , a North Carolina limited liability company (hereinafter referred to as Declarant).

WITNESSETH

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community is recorded in Book 2830 at Pages 144 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina (such instrument as supplemented and amended is herein referred to as the “Master Declaration”); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Patio Home Community is recorded in Book 2612 at Pages 598 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina (such instrument as supplemented and amended is herein referred to as the “Patio Home Declaration”); and

WHEREAS, Article II of the Master Declaration provides that Declarant has the right to annex additional real property to said Master Declaration and the option to subject said property to additional easements and covenants.

WHEREAS, Article II of the Patio Home Declaration provides that Declarant has the right to annex additional real property to said Patio Home Declaration and the option to subject said property to additional easements and covenants.



WHEREAS, Bill Clark Homes of Wilmington, LLC has caused to be recorded a plat entitled "Sunset Ridge Subdivision – Phase 2 – Section2" in Map Cabinet 82 at Pages 43 and 44 in the Office of the Register of Deeds of Brunswick County, North Carolina.

WHEREAS, it is the intention of Bill Clark Homes of Wilmington, LLC , to subject the property as shown on the plat recorded in Map Cabinet 82 at Pages 43 and 44 to the Master Declaration and to the Patio Home Declaration for the purpose of protecting the value and desirability of said property.


NOW, THEREFORE, Bill Clark Homes of Wilmington, LLC, Declarant, hereby declares as follows, to-wit:

1. Annexation to Sunset Ridge Community and the Sunset Ridge Patio Home Community. That the said property shown and described on the plat "Sunset Ridge Subdivision – Phase 2 – Section2" in Map Cabinet 82 at Pages 43 and 44 in the Office of the Register of Deeds of Brunswick County, North Carolina, to which plat reference is hereby made for a more particular description, is and hereafter shall be held, transferred, sold and conveyed subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community recorded in Book 2830 at Pages 144 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina as amended and supplemented from time to time and to the Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Patio Home Community as recorded in Book 2612 at Pages 598 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina as amended and supplemented from time to time, for the purpose of enhancing the value of the properties and which covenants shall run with the land and shall be binding upon all parties having any right, title or interest in the property hereinabove described and shall inure to the benefit of each owner thereof.

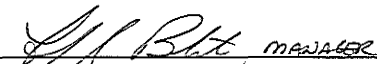
The said property annexed herein shall be subject to all terms, requirements and conditions of said Declaration and all amendments thereto the provisions of which are hereby incorporated as though fully set forth herein.

IN WITNESS WHEREOF, **Bill Clark Homes of Wilmington, LLC** has caused this instrument to be executed on the day and year first above written.

Bill Clark Homes of Wilmington, LLC
A North Carolina limited liability company

BY: 

Manager

BY: 

Manager



STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Tracy Sholders, a Notary Public of Pender County and the State aforesaid, certify that Edward H Clark and Cheryl Blanton either being personally known to me or proven by satisfactory evidence (said evidence being drivers license), personally came before me this day and acknowledged that they are **Managers of Bill Clark Homes of Wilmington, LLC, a North Carolina limited liability company and** being authorized to do so and as the act of the company, voluntarily executed the foregoing on behalf of said company and for the purposes stated therein.

Witness my hand and official stamp or seal, this 25 day of February, 2014

Tracy Sholders

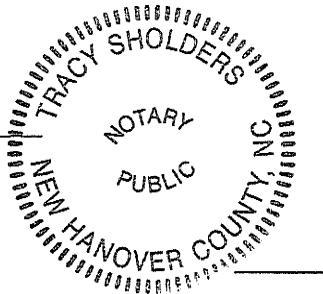
Printed Name Tracy Sholders

Notary Public

My Commission Expires:

August 11, 2015

(Affix Notarial Seal)





Return to J. Morgan Type SB
 Total 26 Rev _____ Int. LA
 Ck \$ 26 Ck # 1105 Cash \$ _____
 Refund _____ Cash \$ _____ Finance _____

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- Document contains seals verified by original instrument that cannot be reproduced or copied.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUNSET RIDGE COMMUNITY AND SUNSET RIDGE PATIO HOME COMMUNITY

THIS INSTRUMENT, made and entered into this 5 day of September, 2017 by Bill Clark Homes of Wilmington, LLC, a North Carolina limited liability company (hereinafter referred to as Declarant).

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community is recorded in Book 2830 at Pages 144 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina (such instrument as supplemented and amended is herein referred to as the "Master Declaration"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Patio Home Community is recorded in Book 2612 at Pages 598 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina (such instrument as supplemented and amended is herein referred to as the "Patio Home Declaration"); and

WHEREAS, Article II of the Master Declaration provides that Declarant has the right to annex additional real property to said Master Declaration and the option to subject said property to additional easements and covenants.

WHEREAS, Article II of the Patio Home Declaration provides that Declarant has the right to annex additional real property to said Patio Home Declaration and the option to subject said property to additional easements and covenants.

WHEREAS, Bill Clark Homes of Wilmington, LLC has caused to be recorded a plat entitled "Sunset Ridge Subdivision – Phase 4, Section 1" in Map Cabinet 97 at Pages 17 and 18 in the Office of the Register of Deeds of Brunswick County, North Carolina.

WHEREAS, it is the intention of Bill Clark Homes of Wilmington, LLC, to subject the property as shown on the plat recorded in Map Cabinet 97 at Pages 17 and 18 to the Master Declaration and to the Patio Home Declaration for the purpose of protecting the value and desirability of said property.

NOW, THEREFORE, Bill Clark Homes of Wilmington, LLC, Declarant, hereby declares as follows, to-wit:

1. Annexation to Sunset Ridge Community and the Sunset Ridge Patio Home Community. That the said property shown and described on the plat entitled "Sunset Ridge Subdivision – Phase 4, Section 2" being Lots 86 – 103, 120 - 126, and 180 - 187" recorded in Map Cabinet 102 at Pages 4 and 5 in the Office of the Register of Deeds of Brunswick County, North Carolina, to which plat reference is hereby made for a more particular description, is and hereafter shall be held, transferred, sold and conveyed subject to the **Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community** recorded in Book 2830 at Pages 144 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina as the same may be amended and supplemented from time to time and to the **Declaration of**



Covenants, Conditions and Restrictions for the Sunset Ridge Patio Home Community recorded in Book 2612 at Pages 598 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina as the same may be amended from time to time for the purpose of enhancing the value of the properties and which covenants shall run with the land and shall be binding upon all parties having any right, title or interest in the property hereinabove described and shall inure to the benefit of each owner thereof.

The said property annexed herein shall be subject to all terms, requirements and conditions of said Declaration and all amendments thereto the provisions of which are hereby incorporated as though fully set forth herein.

IN WITNESS WHEREOF, Bill Clark Homes of Wilmington, LLC has caused this instrument to be executed on the day and year first above written.

Bill Clark Homes of Wilmington, LLC
A North Carolina limited liability company

BY: [Signature]
Member/Manager

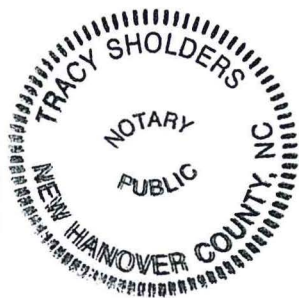
BY: [Signature]
Member/Manager

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Tracy Sholders, a Notary Public of the County and State aforesaid, certify that Edward H Clark and Cheryl Blanton, either being personally known to me or proven by satisfactory evidence, personally came before me this day and acknowledged that they are Managers of Bill Clark Homes of Wilmington, LLC, a North Carolina limited liability company and being authorized to do so and as the act of the company, voluntarily executed the foregoing on behalf of said company and for the purposes stated therein.

Witness my hand and official stamp or seal, this 5 day of September, 2017.



[Signature]
Notary Public

My Commission Expires: August 16, 2020

(Notarial Seal)

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE SUNSET RIDGE COMMUNITY

THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE SUNSET RIDGE
COMMUNITY ("Amendment") is made this ^{2nd} day of December, 2021 by BILL CLARK
HOMES OF WILMINGTON, LLC ("Declarant").

RECITALS

A. Declarant caused to be recorded that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Sunset Ridge Community in Book 2830, Page 144 in the office of the Register of Deeds of Brunswick County (as amended and supplemented, the "Declaration"). The capitalized terms in this Amendment shall have the same meanings as set forth in the Declaration unless otherwise defined herein or the context shall otherwise prohibit.

B. Pursuant to Article XIV, Section 3 of the Declaration, for so long as Declarant owns any Lot or Unit within the Subdivision, this Declaration may be amended by the Declarant, without the consent or joinder of any other Owner or the Association. Declarant owns Lots or Units within the Subdivision and the Declarant desires to amend the Declaration as set forth herein.

Prepared by Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403), Post Office Box 7068, Wilmington, NC 28406-7068

Please return to Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403), Post Office Box 7068, Wilmington, NC 28406-7068
Attention: Justin M. Lewis

NOW, THEREFORE, Declarant, exercising its right to amend the Declaration pursuant to the provisions set forth above, hereby amends the Declaration as follows:

1. Article I, Section 7 of the Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 7. "Lot" shall mean and refer to any plot of real property, with delineated boundary lines, shown on any recorded subdivision plat of the Properties, with the exception of any Common Area owned in fee by the Association and any public street rights-of-way shown on such recorded plat and real property owned in fee by a Subassociation. Lot shall also mean and include any townhome lot or condominium unit within the Properties, including without limitation condominium units created pursuant to the Declaration of Condominium for Sunset Ridge Paired Villas Condominium recorded in Book 4612, Page 836 in the office of the Register of Deeds of Brunswick County. In the event that any Lot is increased or decreased in size by recombination or resubdivision through recordation of new subdivision plats, any newly-platted Lot shall thereafter constitute a Lot.


2. Except as expressly provided in the paragraph above, the terms and provisions of the Declaration shall continue in full force and effect in accordance with the terms of the same as modified hereby.


[Signatures Follow]



IN TESTIMONY WHEREOF, the Declarant, acting pursuant to the authority above recited, has caused this Amendment to be executed under seal and in such form as to be legally binding all by authority duly given, this the day and year first above written.

BILL CLARK HOMES OF WILMINGTON, LLC (SEAL)

By:  (SEAL)
Name: EDWARD H. CLARK
Title: MANAGER

By:  (SEAL)
Name: CHERYL BLASTED
Title: MANAGER



STATE OF NORTH CAROLINA
COUNTY OF Fender

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein and, if other than in an individual capacity, in the capacity indicated having been first authorized to do so:

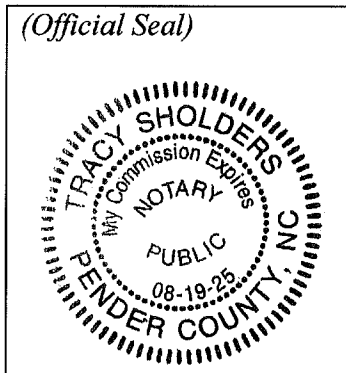
Edward H Clark

Date: December 2, 2021

Tracy Sholders
Signature of Notary Public

Tracy Sholders
Notary's printed or typed name

My commission expires: August 19, 2025



Notary seal or stamp must appear within this box.

STATE OF NORTH CAROLINA
COUNTY OF Pender

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein and, if other than in an individual capacity, in the capacity indicated having been first authorized to do so:

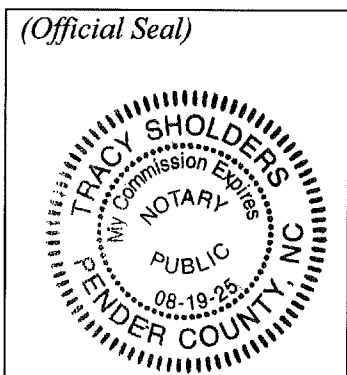
Cheryl Blanton

Date: December 2, 2021

Tracy Sholders
Signature of Notary Public

Tracy Sholders
Notary's printed or typed name

My commission expires: August 19, 2025



Notary seal or stamp must appear within this box.



**SUNSET RIDGE
COMMUNITY**

**AMENDMENT TO
AMENDED AND RESTATED DECLARATION TO COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR THE SUNSET RIDGE COMMUNITY**

Prepared by and return recording to:

Ellen P. Wortman
Marshall, Williams & Gorham, LLP
430 Eastwood Road, Suite 200
Wilmington, NC 28403



(Top portion for recording purposes)

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE
SUNSET RIDGE COMMUNITY**

THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION ("Declaration") is made on the date hereinafter set forth by Bill Clark Homes of Wilmington, L.L.C., a North Carolina limited liability company (hereinafter referred to as "Declarant"):

RECITALS:

WHEREAS, Declarant caused to be recorded that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Sunset Ridge Community in Book 2830, Page 144 in the office of the Register of Deeds of Brunswick County (as amended and supplemented, the "Declaration"), and an Amendment to Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Sunset Ridge Community in Book 4754, Page 1370 in the office of the Register of Deeds of Brunswick County. The capitalized terms in this Amendment shall have the same meanings as set forth in the Declaration unless otherwise defined herein or the context shall otherwise prohibit.

Pursuant to Article XIV, Section 3 of the Declaration, for so long as Declarant owns any Lot or Unit within the Subdivision, this Declaration may be amended by the Declarant, without

the consent or joinder of any other Owner or the Association. Declarant owns Lots or Units within the Subdivision and the Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant, exercising its right to amend the Declaration pursuant to the provisions set forth above, hereby amends the Declaration as follows:

1. Article VIII, Section 1 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 1. Architectural Approval. The Declarant shall have the sole and absolute right to determine the style and appearance of the Dwellings, including, but not limited to, flags, subject to Section 47F-3-121 of the Act, flag poles, flag staffs, fences, walls, buildings, outbuildings, garages, storage sheds, mailboxes, lawn decorations, structures of any type or color thereof, grading, landscaping, patio covers and trellises, plans for off-street parking of vehicles and utility layout, and any other improvements to be built or constructed on any Lot, including specifically solar collectors (hereinafter individually and collectively referred to as "Improvements").

After occupancy of a Dwelling as a residence pursuant to a certificate of occupancy or other similar certificate issued by the appropriate governmental authority, no Improvements (including, without limitation, replacement of any previously existing Improvements) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made (including, without limitation, changing materials or color of any exterior portion of any such Improvements), nor shall a building permit for such Improvements or change be applied for or obtained, until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same shall have been submitted to and approved in writing by the Association or by an Architectural Review Committee ("ARC") composed of three or more persons appointed by the Board of Directors of the Association. If the Association or its designee fails to approve or disapprove such proposed Improvements within 60 days after complete plans and specifications have been received by it, approval will not be required, and this Article shall be deemed to have been complied with. The Association shall have the right to charge a reasonable fee for receiving and processing each application.

Solar Panels. If an Owner of a Lot desires to install solar panels, solar collectors, or the like (collectively referred to herein as "Solar Panels"), which gather solar radiation as a substitute for traditional energy for water heating, active space heating and cooling, passive heating or generating electricity on Owner's Lot, then Owner shall submit a request to the ARC in accordance with this Declaration.

- i.) No Solar Panel shall be installed that is visible by a person on the ground: (A) on the façade of a Dwelling Unit or Structure that faces areas open to common or public access; (B) on a roof surface that

slopes downward toward the same areas open to common or public access that the façade of the Dwelling Unit or Structure faces; or (C) within the area set off by a line running across the façade of the Dwelling Unit or Structure extending to the Lot boundaries on either side of the façade, and those areas of common or public access faced by the Dwelling Unit or Structure. For purposes of this subsection, the "façade" of a structure shall refer to any side of a Dwelling Unit or Structure which faces an area open to common or public access and shall not necessarily be limited to the front façade.

ii.) Except to the extent that compliance with this subsection ii) would prevent the reasonable use of Solar Panels in any permitted location on the Dwelling Unit or Structure, any Solar Panels not otherwise prohibited under subsection i), and all plumbing, supports, and other components therefore, must be: (D) located as inconspicuously as possible; and (E) screened or colored so as to appear to be an integral and harmonious part of the architectural design of the Dwelling Unit or Structure, using materials, color, and manner of screening specified by or otherwise approved by the ARC.

iii.) In the event the ARC approves Owner's request for Solar Panels, Owner shall: (X) be responsible to obtain any and all permits and approvals from the applicable municipality for installation and use; (Y) be responsible to ensure the installation or maintenance of the Solar Panels does not block, alter, or impede drainage (Owner shall immediately rectify such blockage, alteration, or impediment of drainage in accordance with the State Stormwater Management Permit); and (Z) keep Solar Panels properly secured, clean, and in good working order at all times.

The Declarant and, after the Declarant no longer owns any Lot or Unit within the Properties, the Association, shall have the right to promulgate and from time to time amend written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. Neither the Association nor the ARC shall approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction and/or location in relation to the surrounding structures, topography or the general plan of development of the Subdivision.

Neither the Declarant, the Association, the Board of Directors, the ARC, nor any member or employee of any of them, shall have any liability to any person or entity by reason of any acts taken or omitted by them, or any of them, in good faith pursuant to this Article.

2. Article XI, Section 1 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 1. Business Use Prohibited. No trade, business, profession, garage sale, moving sale, rummage sale or other type of commercial activity shall be carried on within any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the properties; (d) Vehicles with business signage or artwork must be parked in the garage or signage removed while parked on the Unit; (e) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. Leasing of Units for residential purposes is not considered a “business” or “trade” with this Section. No signage is permitted for commercial or advertising purposes. Community Garage Sales may be conducted with the approval of the Board.

The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or, (c) a license is required.

This section shall not apply to any activity conducted by the Declarant or a builder approved by the Declarant with respect to its development or sale of Properties or the use of any Units which it owns within the Property.

3. Article XI, Section 2 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 2. Use of Accessory Structures. No tent, shack, barn, car port, metal awnings, metal utility sheds or other building, other than a Dwelling and its garage, shall be erected on a Lot, and used temporarily or permanently as a residence, nor shall any such structure be used for any other purpose. Notwithstanding the foregoing, the Declarant and, with the approval of the Declarant, a Builder, may use temporary buildings, offices or facilities in connection with the marketing, sale and construction of Units. Temporary party tents or sun covers for events may be used so long as the temporary party tents or sun covers are confined to the Owner’s Lot, sun covers are removed by the end of the day of use, party tents are removed in a reasonable time to be determined by the Board, and prior Board approval is obtained prior to erecting party tents larger than 15 feet x 15 feet.

4. Article XI, Section 5 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 5. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted within the Properties other than in a garage and concealed from public view. Owners shall take all reasonable protections to insure safety while using fire pits, including taking reasonable efforts to minimize smoke and extinguish fire at the end of use.

5. Article XI, Section 8 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of cats, dogs, and other household pets as defined by HUD may be kept, provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or having custody of an animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. No animals shall be permitted on or in the Common Area at any time except as permitted by the rules and regulations of the Association or by applicable law. All animals shall be on a physical leash when outside the Owner's Lot, and shall be controlled by a physical leash, electronic wired leash or electronic wireless leash while on Owner's Lot. The Owner shall be responsible for immediately cleaning all droppings from their animals on Common Areas and on Lots owned by other Owners and must remove the droppings from the Owner's own Lot in a reasonable time so as not cause a nuisance to neighboring Lots. The Board of Directors of the Association shall have the right to expel animals from the community for the Owners continuing violation(s) of the governing documents. The Board shall also have the right to expel dogs from the community for excessive barking which in the Board's opinion is a nuisance to other Owners.

6. Article XI, Section 9 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 9. Lot Level Appearance and Signs. The Association may develop uniform self-standing signs, attached dwelling signs, and landscape yard art standards to which all Owners must adhere. The ARC has the sole discretion to determine the quantity of Lot Elevations additions for each individual Dwelling. No signs shall be displayed in or on the Common Area without the prior written consent of the Association. All Lot Elevation appearance changes, permanent or temporary, must be approved by the ARC through the ARC process pursuant to Article VIII herein for location, size, style, content color and quantity prior to any installation. Notwithstanding the foregoing, Declarant and with the consent of and upon such conditions as Declarant, in its sole discretion, might impose, a Builder shall have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Common Area, in connection with the development and sale of the Properties.

No self-standing signs shall be displayed on any Lot or on or within any improvement so as to be visible from the exterior of the improvement with the exception of: (1) one sign with the maximum dimensions of 24 inches by 24 inches expressing support of or opposition to political candidates or other issues which will appear on the ballot of a primary, general or special election, provided that such political signs shall not be placed on a Lot earlier than forty-five (45) days before such election and shall be removed within seven (7) days after such election; (2) one sign with "Family Name and/or address" contained; (3) one sign indicating a current utilized security system is installed in the Dwelling. Sign must be supplied by the service provider; (4) one temporary sign indicating a contractor is performing work on the Lot provided that such contractor sign is displayed for a maximum of thirty (30) days in total and must be removed within seven (7) days after completion of work; and (5) one temporary "House for Sale" sign affixed on the inside of a Dwelling window visible on the front elevation of the Dwelling.

7. Article XI, Section 10 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 10. Water Retention Areas. Each Owner of a Lot which borders a water retention area, drainage easement or drainage swale area shall maintain any portion of that Owner's Lot lying within a retention area, drainage easement or drainage swale area in compliance with the Permit and free of debris but shall not remove any wetlands species or do anything within a jurisdictional wetland as determined by a jurisdictional determination by State or Federal agencies unless approved by such agency or do anything that would adversely affect water quality within the water retention area, drainage easement or drainage swale area. No structure of any type shall be permitted within the water retention areas, drainage easements or drainage swale areas unless specifically approved by the ARC. Swimming, bathing, and boating in water retention areas are prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

8. Article XI, Section 11 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 11. Vehicles, Boats and Trailers. No vehicle of any kind shall be parked on any Lot except on a paved parking surface or driveway or within a garage. No truck or vehicle used primarily for commercial purposes (other than those temporarily present on business), no vehicle in inoperable condition, no unlicensed vehicle, no recreational vehicle, no camper, no boat and no trailer may be parked within the Properties, unless kept inside a garage and concealed from public view. Licensed and registered recreational boats and campers, for a period of no more than seventy- two (72) hours, may be parked in a driveway in public view for the purpose of: preparation for use, preparation for storage, or for cleaning only in adherence to aforementioned Article XI, Section 5 of the Master Declarations. No parked vehicle shall be covered by a "car cover" or other similar covering unless parked inside a garage and concealed from

public view. The Association shall have the right to tow or remove any boat, trailer, or vehicle of any type which is parked within the Properties or kept on any Lot in violation of this section, at the owner's expense, and the owner of each Lot, by acceptance of their deed, does grant to the Association such an easement on, across, and upon their Lot as may be necessary to enforce the provisions set out in this Section. For the purpose of the preceding sentence, the term "kept" shall mean present for either a period of more than ten (10) hours or overnight, whichever is less.

9. Article XI, Section 12 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 12. Walls, Fences, and Hedges. All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant, Association or the ARC. The design, materials and placement of all walls, fences and hedges shall be approved by the ARC prior to construction pursuant to the approval requirements of Article VIII, Section 1, of this Declaration.

10. Article XI, Section 17 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 17. Attached Garages. All Units constructed within the Properties shall contain an enclosed garage that is permanently attached to and part of the Unit and such garage shall be large enough to accommodate at least one automobile. Garage doors shall remain closed at all times except for Reasonable Utilization. Reasonable Utilization as used here means personal project use, personal hobby use, or sheltered sitting, and as otherwise determined by the Board. Privacy super screens may be used to meet the Association's requirement the garage doors remain closed; however the style and color of privacy super screens must be approved by the ARC prior to installation.

11. Article XI, Section 18 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 18. Seasonal or Holiday Decorations. Holiday decorations (e.g., lights, flags, decorations, music) can be displayed no earlier than thirty (30) days prior to a holiday and must be removed no later than twenty (20) days after the holiday. The Association maintains the right to determine and have the Homeowner remove oversized objects that pose a safety issue. Music or Sound effects must comply with Governmental law in force. Themed lighting and display in support of nationally recognized organizations and associated causes are permissible. The lighting and or displays shall be limited to the month designated by the organization. The Association reserves the right to determine the list of acceptable organizations but includes military, police, EMTs, fire, and cancer awareness. Any others must be approved by the ARC process.

12. Article XI, Section 20 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 20. Window Coverings. All drapes, curtains or other similar materials hung at windows so as to be visible from outside the home shall be of a white or neutral background material, unless otherwise approved by the ARC.

13. Article XI, Section 21 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 21. 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-frosted lights or bulbs, except that the ARC may approve colored landscape lights and/or tree lights which are not visible from the front elevation or roadway, and may approve a limited number of yellow bug lights on the front elevation. Any light fixture improvements to dwellings and/or Lots, lamp wattage and placement shall be approved by the ARC.

14. Article XI, Section 24 of Declaration is deleted in its entirety and the following is inserted in lieu thereof:

Section 24. Flags. Subject to Section 47F-3-121, the design, materials and location of all flags, flag poles, flag staffs, shall be approved by the ARC prior to installation or display pursuant to the approval requirements of Article VIII, Section 1, of this Declaration with the exception of the following, which do not need ARC pre-approval:

- (1) official US Branch of Service Flags which may be flown in addition to the official flag of the United States of America without ARC approval of those flags. Location of flagpoles and flag staffs must be approved through the ARC and
- (2) up to four (4) small landscape garden flags stands and flags visible within the front elevation landscaping. The garden flags shall not be political in nature and shall not contain offensive language or images. The Board maintains the right to determine if a garden flag is political or offensive.

15. Except as expressly provided in the paragraphs above, the terms and provisions of the Declaration shall continue in full force and effect in accordance with the terms of the same as modified hereby.

SIGNATURE PAGE FOLLOWS

In Testimony Whereof, the Declarant, acting pursuant to the authority above recited, has caused this Amendment to be executed under seal and in such form as to be legally binding all by authority duly



given, this the day and year first above written.

Bill Clark Homes of Wilmington, L.L.C.
a North Carolina limited liability company

By: [Signature]
Name: EDWARD H. CLARK
Title: MANAGER
Date Executed: 10/17/2022

Bill Clark Homes of Wilmington, L.L.C.
A North Carolina limited liability company

By: [Signature]
Name: CHERYL BLANTON
Title: MANAGER
Date Executed: 10/17/2022

STATE OF NORTH CAROLINA
COUNTY OF Brunswick

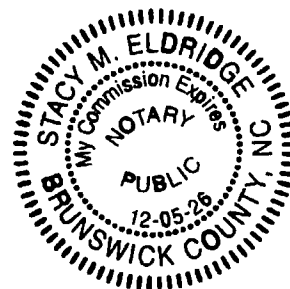
I, Stacy M. Eldridge, a Notary Public of the County of Brunswick
and for the State aforesaid, certify that Edward H. Clark and
Cheryl Blanton, known to me, personally came before me this day and
acknowledged that they are Manager of bill Clark Homes of Wilmington, LLC, a North Carolina Limited
Liability Company, and further acknowledged the due execution of the foregoing instrument on behalf of
said Limited Liability Company.

Witness my hand and official seal, this the 17 day of October, 2022.

{SEAL-STAMP}

[Signature]
Notary Public
Printed Name: Stacy M. Eldridge

My Commission Expires: December 5, 2026





Ward & Smith.
 Return to H Type: Mail
 Total \$300 Rev. Int. 21
 Ck \$ 200 Ck # 1988 Cash \$
 Refund Cash \$ Finance
 Portions of document are illegible due to condition of original.
 Document contains seals verified by original instrument that cannot be reproduced or copied.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUNSET RIDGE COMMUNITY AND SUNSET RIDGE PATIO HOME COMMUNITY

THIS SUPPLEMENTAL DECLARATION is made and entered into this 22nd day of August, 2018 by Bill Clark Homes of Wilmington, LLC, a North Carolina limited liability company (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant caused to be recorded the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community in Book 2830, at Page 144 in the office of the Register of Deeds of Brunswick County, North Carolina (such instrument as supplemented and amended is herein referred to as the "Master Declaration").

B. Declarant caused to be recorded the Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Patio Home Community in Book 2612, at Page 598 in the office of the Register of Deeds of Brunswick County, North Carolina (such instrument as supplemented and amended is herein referred to as the "Patio Home Declaration").

C. Pursuant to Article II, Section 2 of the Master Declaration, Declarant may unilaterally subject additional real property described in Exhibit B of the Master Declaration to the Master Declaration by filing a supplemental declaration. The real property described herein is described in Exhibit B to the Master Declaration.

D. Pursuant to Article II, Section 2 of the Patio Home Declaration, Declarant may unilaterally subject additional real property described in Exhibit B of the Patio Home Declaration to

Prepared by Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403), Post Office Box 7068, Wilmington, NC 28406-7068
 Please return to Ward and Smith, P.A., 127 Racine Drive, University Corporate Center (28403), Post Office Box 7068, Wilmington, NC 28406-7068
 Attention: Samuel B. Franck

the Patio Home Declaration by filing a supplemental declaration. The real property described herein is described in Exhibit B to the Patio Home Declaration.

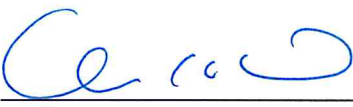
E. Declarant is the owner of the real property depicted on a plat entitled "Sunset Ridge Subdivision Phase 5-Section 1" recorded in Map Cabinet 109, at Pages 5-6 in the office of the Register of Deeds of Brunswick County, North Carolina ("Additional Property").

F. Declarant desires to annex the Additional Property into the Sunset Ridge Community and the Sunset Ridge Patio Home Community and subject it to the provisions of the Master Declaration and the Patio Home Declaration and the jurisdiction of Sunset Ridge Master Association, Inc. and Sunset Ridge Patio Home Association Inc.

NOW, THEREFORE, Declarant, exercising its right to annex additional real property pursuant to Article II, Section 2 of the Master Declaration and Article II, Section 2 of the Patio Home Declaration and in accordance with the provisions of 47F of the General Statutes of North Carolina, does hereby declare that all of the Additional Property shall be held, sold, used, and conveyed subject to the Master Declaration and the Patio Home Declaration and all easements, restrictions, covenants, conditions, and benefits described therein; and further that the Additional Property is hereby subjected to the jurisdiction of Sunset Ridge Master Association, Inc. and Sunset Ridge Patio Home Association Inc.

IN WITNESS WHEREOF, Bill Clark Homes of Wilmington, LLC has caused this Supplemental Declaration to be executed on the day and year first above written.

BILL CLARK HOMES OF WILMINGTON, LLC (SEAL)

By: 
Edward H. Clark, Manager

By: 
Cheryl Blanton, Manager



STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

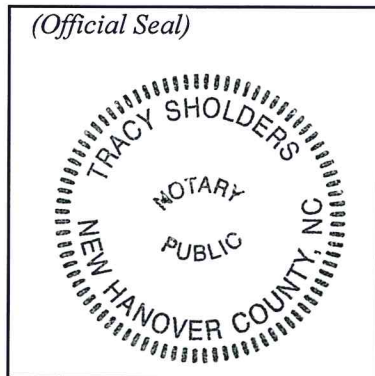
I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein:
EDWARD H. CLARK.

Date: August 22, 2018

Tracy Sholders
Signature of Notary Public

Tracy Sholders
Notary's printed or typed name

My commission expires: August 16, 2020



Notary seal or stamp must appear within this box.



Brunswick County, NC Register

B4098 P1064 08-27-2018 10:46:56.000
Brenda M. Clemmons PROP
of Deeds page 4 of 4

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

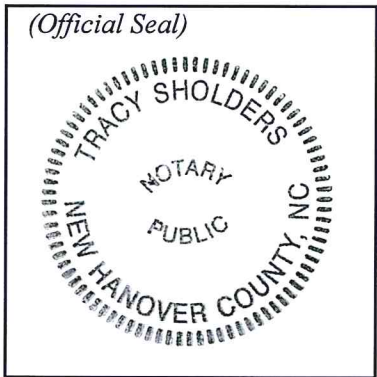
I certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein:
CHERYL BLANTON.

Date: August 22, 2018

Tracy Sholders
Signature of Notary Public

Tracy Sholders
Notary's printed or typed name

My commission expires: August 16, 2020



Notary seal or stamp must appear within this box.
ND: 4820-6850-5200, v. 1



3
 Return to Baskins Baskins
 Total 276 Rev _____ Type 302
 Ck \$ _____ Ck # 1078 Int. 00
 Refund _____ Cash \$ _____ Finance _____
 Portions of document are illegible due to condition of original.
 Document contains seals verified by original instrument that cannot be reproduced or copied.

**SUPPLEMENTAL DECLARATION
 FOR THE
 SUNSET RIDGE PATIO HOME COMMUNITY
 AT THE
 SUNSET RIDGE COMMUNITY**

THIS INSTRUMENT, made and entered into this 1st day of August, 2019 by Bill Clark Homes of Wilmington, LLC, a North Carolina limited liability company (hereinafter referred to as Declarant).

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community is recorded in Book 2830 at Pages 144 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina (such instrument as supplemented and amended is herein referred to as the "Master Declaration"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Patio Home Community is recorded in Book 2612 at Pages 598 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina (such instrument as supplemented and amended is herein referred to as the "Patio Home Declaration"); and

WHEREAS, Article II of the Master Declaration provides that Declarant has the right to annex additional real property to said Master Declaration and the option to subject said property to additional easements and covenants.

WHEREAS, Article II of the Patio Home Declaration provides that Declarant has the right to annex additional real property to said Patio Home Declaration and the option to subject said property to additional easements and covenants.

WHEREAS, Bill Clark Homes of Wilmington, LLC has caused to be recorded a plat entitled "Sunset Ridge Subdivision – Phase 5, Section 2" in Map Cabinet 113 at Page 81 in the Office of the Register of Deeds of Brunswick County, North Carolina.



WHEREAS, it is the intention of Bill Clark Homes of Wilmington, LLC, to subject the property as shown on the plat recorded in Map Cabinet 113 at Page 81, to the Master Declaration and to the Patio Home Declaration for the purpose of protecting the value and desirability of said property.


NOW, THEREFORE, Bill Clark Homes of Wilmington, LLC, Declarant, hereby declares as follows, to-wit:

1. Annexation to Sunset Ridge Community and the Sunset Ridge Patio Home Community. That the said property shown and described on the plat "Sunset Ridge Subdivision – Phase 5, Section 2" in Map Cabinet 113 at Page 81 in the Office of the Register of Deeds of Brunswick County, North Carolina, to which plat reference is hereby made for a more particular description, is and hereafter shall be held, transferred, sold and conveyed subject to the **Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Community** recorded in Book 2830 at Pages 144 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina as the same may be amended and supplemented from time to time and to the **Declaration of Covenants, Conditions and Restrictions for the Sunset Ridge Patio Home Community** recorded in Book 2612 at Pages 598 et seq. in the Office of the Register of Deeds of Brunswick County, North Carolina as the same may be amended from time to time for the purpose of enhancing the value of the properties and which covenants shall run with the land and shall be binding upon all parties having any right, title or interest in the property hereinabove described and shall inure to the benefit of each owner thereof.

The said property annexed herein shall be subject to all terms, requirements and conditions of said Declaration and all amendments thereto the provisions of which are hereby incorporated as though fully set forth herein.

IN WITNESS WHEREOF, Bill Clark Homes of Wilmington, LLC has caused this instrument to be executed on the day and year first above written.

Bill Clark Homes of Wilmington, LLC
A North Carolina limited liability company

BY: 
Member/Manager

BY: 
Member/Manager



STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Tracy Sholders, a Notary Public of the County and State aforesaid, certify that Edward H Clark and Cheryl Blanton, either being personally known to me or proven by satisfactory evidence, personally came before me this day and acknowledged that they are Managers of Bill Clark Homes of Wilmington, LLC, a North Carolina limited liability company and being authorized to do so and as the act of the company, voluntarily executed the foregoing on behalf of said company and for the purposes stated therein.

Witness my hand and official stamp or seal, this 1 day of August, 2019.

Printed Name Tracy Sholders

Notary Public

My Commission Expires:

August 16, 2020

(Affix Notarial Seal)

