B4873 P0985 06-28-2022 10:13:03.000
Brenda M. Clemmons PROP
Brunswick County, NC Register of Deeds page 1 of 26

Return to KELLY / OCEAN SIDE PLACE Fees 26 Ts
Total 70 Rev 0 Int. 18
Ck $ 70.- Ck # 4029 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.

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

Prepared by: Watts Phanco Law Group PLLC, Attorneys at Law, 4617 Main Street, Shallotte, NC 28470

**** Prepared Without Opinion on Title**

AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEAN SIDE PLACE PROPERTY OWNERS ASSOCIATION, INC.

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR OCEAN SIDE PLACE PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as "Amendment'), is made on this 28 day of JUNE, 2022 by OCEAN SIDE PLACE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina Non-profit corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Incorporators, Ocean Side Corporation, a North Carolina Corporation, with a Registered mailing address of 416 Seneca Street, Calabash, North Carolina 28467, created Ocean Side Place Property Owners Association, Inc., a North Carolina Non-Profit Corporation, by filing the Articles of Incorporation of Ocean Side Place Property Owners Association, Inc, on February 25, 1993, with the North Carolina Secretary of State; and

WHEREAS, Ocean Side Place Property Owners Association, Inc., caused to be recorded the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place in Deed Book 924 at Pages 672-706 of the Brunswick County Register of Deeds on April 8, 1993 (hereinafter referred to as "Master Declaration"; and

WHEREAS, Ocean Side Place Property Owners Association, Inc., caused to be recorded on April 8, 1993, Supplemental Declaration of Covenants, Conditions and Restrictions for Phase I in Ocean Side Place consisting of 53 Lots in Deed Book 924 at Pages 707-712 of the Brunswick County Register of Deeds; and

WHEREAS, Ocean Side Place Property Owners Association, Inc., caused to be recorded on or about December 27, 1994, a Supplemental Declaration Subjecting Phase II, Ocean Side Place to the Master Declaration of Covenants, Conditions, and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I, in Ocean Side Place, in Deed Book 1014 at Pages 460-461 of the Brunswick County Register of Deeds; and

WHEREAS, Ocean Side Place Property Owners Association, Inc., caused to be recorded on April 22, 2004, a Supplemental Declaration Subjecting Phase III, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I and Phase II, Ocean Side Place, in Deed Book 1930 at Pages 859-860 of the Brunswick County Register of Deeds; and

WHEREAS, pursuant to Article 14, Section 6, Amendment, the Association may amend the Master Declaration by written document executed by the owners of a majority of the lots then owned; and

WHEREAS, pursuant to North Carolina General Statutes § 47F-2-117, the Association may make amendments to the Master Declarations of Ocean Side Place Property Owners Association, Inc, by a vote of at least sixty-seven percent (67%) of the votes of the lot owners of the Association; and

WHEREAS, the members and / or lot owners of the Association voted to amend the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place, the Supplemental Declaration of Covenants, Conditions and Restrictions for Phase I in Ocean Side Place, the Supplemental Declaration Subjecting Phase II, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I in Ocean Side Place, and the Supplemental Declaration Subjecting Phase III, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I and Phase II in Ocean Side Place (hereby collectively referred to as "Master Declaration") by affirmative vote of at least sixty-seven percent (67%) of the votes of the lot owners in the Association in accordance with the provisions of North Carolina General Statutes § 47F-2-117 on the _____, 2022; and

WHEREAS, the Association desires to amend the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place, the Supplemental Declaration of Covenants, Conditions and Restrictions for Phase I in Ocean Side Place, the Supplemental Declaration Subjecting Phase II, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I in Ocean Side Place, and the Supplemental Declaration Subjecting Phase III, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I and Phase II in Ocean Side Place, collectively known as the "Master Declaration" as more specifically set out below; and

WHEREAS, this AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEAN SIDE PLACE PROPERTY OWNERS ASSOCIATION, INC., is not intended to undo, unincorporate, or reverse any of the previous Master Declaration provisions that subjected property to Ocean Side Place Property Owners Association Inc.; and

WHEREAS, these amendments to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place, the Supplemental Declaration of Covenants, Conditions and Restrictions for Phase I in Ocean Side Place, the Supplemental Declaration Subjecting Phase II, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I in Ocean Side Place, and the Supplemental Declaration Subjecting Phase III, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I and Phase II in Ocean Side Place (collectively the "Master Declaration") set forth herein applies to all the Lot Owners previously subjected to Ocean Side Place Property Owners Association Inc.; and

WHEREAS, it is the intention of the Association that this **AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEAN SIDE PLACE PROPERTY OWNERS ASSOCIATION, INC.,** shall supersede, replace, amend, and restate all prior recorded or distributed Master Declaration, Covenants, Conditions, Restrictions of Ocean Side Place Property Owner Association, Inc., including but not limited to Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place in Deed Book 924 at Pages 672-706 of the Brunswick County Register of Deeds, Supplemental Declaration of Covenants, Conditions and Restrictions for Phase I in Ocean Side Place consisting of 53 Lots in Deed Book 924 at Pages 707-712 of the Brunswick County Register of Deeds, the Supplemental Subjecting Phase II, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I in Ocean Side Place in Deed Book 1014 Pages 460-461, and the Supplemental Declaration Subjecting Phase III, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I and Phase II in Ocean Side Place in Deed Book 1930 Pages 859-860 of Brunswick County Register of Deeds, collectively known as the "Master Declaration."

NOW THEREFORE, pursuant to North Carolina General Statutes § 47F-2-117, the Association has obtained the affirmative votes of at least sixty seven percent (67%) of the Lot Owners of the Association, and does hereby amend, restate, and modify the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place in Deed Book 924 at Pages 672-706 of the Brunswick County Register of Deeds, Supplemental Declaration of Covenants, Conditions and Restrictions for Phase I in Ocean Side Place consisting of 53 Lots in Deed Book 924 at Pages 707-712 of the Brunswick County Register of Deeds, the Supplemental Subjecting Phase II, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I in Ocean Side Place in Deed Book 1014 Pages 460-461, and the Supplemental Declaration Subjecting Phase III, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I and Phase II in Ocean Side Place in Deed Book 1930 Pages 859-860 of Brunswick County Register of Deeds, collectively known as the "Master Declaration" as follows and without amending, restating, or modifying any previous Master Declaration's provisions subjecting real property to Ocean Side Place Property Owners Association Inc.:

INDEX

Definitions 6
Plan of Development 7
The Development Plan 7
The Water and Sewer Systems 8
Notice 8
Property Subject to this Master Development Plan 8
Applicability 8
Mutuality of Benefit and Obligation 8
Property Rights in the Common Areas 9
Occupants and Easements of Enjoyment in the Common Areas 9
Title to the Common Areas 9
Limitation of Occupants' Easements 9
Easement for Governmental, Health, Water, Sanitation and Emergency Services 10
Easement for Declarant 10
Changes in Boundaries: Additions to Designated Common Areas 10
Easements for Utilities 10
Maintenance of Easement 10
Environmental Easements 10
Encroachments 10
Membership, Voting Rights and Turnover 10
Membership 11
Voting Rights 11
Turnover 11
Covenant for Assessments 12
Creation of the Lien and Personal Obligation of Assessment 12
Purpose of Assessments 12
Date of Commencement of "Annual Assessments"; Due Date; Assessment Period 12
Basis and Amount of the Annual Assessments 13
Special Assessments 13
Change in Basis of Maximum Amount of the Annual Assessment 13
Duties of the Board of Directors 13
Effect of Null-Payment of Assessment; The Personal Obligation of the Owner; The Lien Remedies of the Association; Late Fees; Resale Certificate 14
Subordination of the Lien to Mortgages 14
Maintenance 14
Owner's Responsibilities 14
Association Responsibilities 15
Insurance and Casualty Losses 15
Property and Casualty Insurance 15
Premiums 15
Damage or Destruction to Common Areas 15
Condemnation 15
Condemnation of Common Areas 15
Administration of the Common Areas 16
Management 16
Duties and Power 16
Agreements 16
Restraint on Transfer 16
Rules and Regulations 16

Architectural and Landscaping Standards 16
General Prohibitions 16
Temporary Structures 17
Completion of Structures 17
Pets 17
Storage Receptacles 17
Maintenance of Unoccupied Lots 17
Offensive and Illegal Activities 17
Repair or Removal of Buildings 17
Outside Burning 18
Division of Lots 18
Motor Vehicles and Noise Level 18
Additional Rules 18
Signs 18
Antennas 18
Stormwater Management Covenant 19
Enforcement 19
Use 19
Rules and Regulations 19
Invalidation 19
Priority of Land Use Documents 19
Duration 19
Amendment 19
Enforcement – General 20
Interpretations 20
Severability 20
No Trespass 20
Notices 20
Working Capital Contribution 20
Construction 20

AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEAN SIDE PLACE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE ONE
DEFINITIONS

The following words when used in this Master Declaration shall have the following meaning:

1. "Articles" means the Articles of Incorporation of Ocean Side Place Property Owners Association, Inc.

2. "Assessment" shall mean an Owner's share of the common expense or charges as established by the Association.

3. "Association" shall mean the Ocean Side Place Property Owners Association, Inc., a not-for-profit corporation whose purpose is to administer the real property which is subject to this Master Declaration.

4. "Board" or "Board of Directors" means the Board of Directors of the Association.

5. "Bylaws" shall mean the Bylaws of the Association.

6. "Common Areas" shall mean all real and personal property: (a) Designated and shown in writing and / or on a plat by the Declarant as Common Areas; (b) Conveyed to the Association for the use and benefit of the Association; (c) Held by Ocean Side for the benefit of the Association. Such real property may include for example roads, driveways, walkways, any rights-of-way reserved to the Association, open spaces (both landscape and natural), lagoons, lakes or ponds and drainage areas. Nothing contained in this definition shall limit the type of personal property which may be owned by the Association and constitute Common Areas.

7. "Common Expenses" shall mean all expenditures made by the Association in carrying out its duties together with all funds assessed by it for the creation and maintenance of reserve funds under this Master Declaration.

8. "Declarant" shall mean Ocean Side Corporation, a North Carolina Corporation with offices at Calabash, North Carolina, its successors, and assigns.

9. "Master Declaration" shall mean this document which includes the Covenants, Conditions and Restrictions for Ocean Side Place filed in the office of the Register of Deeds, Brunswick County, North Carolina.

10. "The Property", "Development," or "Project" shall mean the property subjected to this Master Declaration.

11. "Dwelling" shall mean the Single-Family Detached residential building on a Lot.

12. "Lot" shall mean a space on the earth's surface to be used exclusively for a Single-Family Detached Dwelling. A parcel of land shall be deemed to be a Lot rather than a Dwelling until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon completion of the building, the parcel and the improvements shall collectively be considered a Dwelling for purposes of this Master Declaration.

13. "Member" shall mean every person or entity who is an owner of a Lot situated in the Development provided that any such person or entity who holds interest merely as security for the performance of an obligation shall not be a Member.

14. "Occupant" shall mean any person including without limitation any owner, guest, invitee, lessee, tenant, renter, or family member of an Owner occupying or otherwise using a Dwelling within the Development.

15. "Owner" shall mean the record Owner, whether one or more persons or entities of the fee simple title or contractual equitable title to any hot in The Project; provided however, notwithstanding any theory of the mortgage, shall not mean or refer to the mortgagee, unless and until such mortgagee has acquired title pursuant to foreclosure or in any proceeding in lieu of foreclosure. An Owner is also a Member and these terms may be used interchangeably in this document.

16. "Person" shall mean a Natural Person, Corporation, Partnership, Association, Trust: or other legal entity, or any combination thereof.

17. "Rules" shall mean any and all regulations of the Association promulgated by the Board pursuant to its power under this Master Declaration or any other land use document.

ARTICLE TWO
PLAN OF DEVELOPMENT

Section 1. THE DEVELOPMENT PLAN: Ocean Side is planned a Detached Single-Family Residential Subdivision. It was contemplated that the property will be developed in phases and that each phase will have specific architectural and space requirements. These specifics were set out in a Supplemental Declaration for each phase. The Supplemental Declarations shall be subordinate to this Master Declaration. Each Supplemental Declaration shall specifically identify, by Lot number and plat reference, which lots are covered by it.

A non-profit Property Owners Association was formed simultaneously with the first filed Master Declaration. The Association, Ocean Side Place Property Owners Association, Inc. does own, manage, and maintain the Common Areas of the Subdivision which includes the Clubhouse, Swimming Pool, streets, lakes, ponds, and drainage areas. Ocean Side Place Property Owners Association, Inc. collects the fees necessary to carry out Association functions in a reasonable manner and also has authority to enforce the provisions of this Master Declaration after the Declarant has sold out.

The construction to the Clubhouse and Swimming Pool which will constitute a part of the Common Areas will be keyed to the number of Dwellings in the Development with construction to commence not later than the commencement of construction on the 35th Dwelling unit on The Property.

Section 2. THE WATER AND SEWER SYSTEMS: Water and sewer is being provided to the Community by Brunswick County Public Utilities, which is a regulated public utility in North Carolina. Water and sewer must he obtained from this source; however, a private water well may be used for irrigation of landscaping on the lots, but for no other purpose. Should such a private well be used for this purpose, its location and housing must be pre-approved by the Association.

Section 3. NOTICE: Every purchaser of a lot shall purchase and hold title thereto with notice of this Master Declaration.

ARTICLE THREE
PROPERTY SUBJECT TO THIS MASTER DEVELOPMENT PLAN

Section 1. APPLICABILITY: This Master Declaration shall apply to the property described in Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place in Deed Book 924 at Pages 672-706 of the Brunswick County Register of Deeds, Supplemental Declaration of Covenants, Conditions and Restrictions for Phase I in Ocean Side Place consisting of 53 Lots in Deed Book 924 at Pages 707-712 of the Brunswick County Register of Deeds, the Supplemental Subjecting Phase II, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I in Ocean Side Place in Deed Book 1014 Pages 460-461, and the Supplemental Declaration Subjecting Phase III, Ocean Side Place to the Master Declaration of Covenants, Conditions and Restrictions for Ocean Side Place and the Supplemental Declaration for Phase I and Phase II in Ocean Side Place in Deed Book 1930 Pages 859-860 of Brunswick County Register of Deeds, collectively referred to as the "Master Declaration"). New areas may be added to the subdivision by the Association through a supplemental amendment to the Master Declaration by:

(a). Filing a map showing the Common Areas together with a Supplemental Declaration which recites that the area and lots shown on the map are subject to this Master Declaration and the supplemental Covenants and Restrictions which may apply only to that particular area as contained in the Supplemental Declaration.

(b). Any new area which is added to the Development pursuant to this Article must be located contiguous to Development presently constituting the subdivision as above described.

ARTICLE FOUR
MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and Agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot or Parcel to which these Restrictions are made applicable and are intended to create mutual, equitable servitudes upon each of said Lots in favor of each and all of the other Lots therein; to create reciprocal rights between the respective owners of all said Lots; to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and shall operate as covenants running with the land for the benefit of each and all other Lots in the subdivision and their respect Owners.

ARTICLE FIVE
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. OCCUPANTS AND EASEMENTS OF ENJOYMENT IN THE COMMON AREAS: Subject to the provisions of Section 3 and any additional provisions of this Master Declaration, every Occupant, shall have a permanent and perpetual easement for the use and enjoyment of the Common Areas and each Easement shall be appurtenant to and shall pass with title to every Lot for the Occupants of such Lot. Such Easement of Enjoyment shall include but not be limited to the Occupants' right of ingress and egress over the streets, roadways, and walkways over the Common Areas for the purpose of access to the Occupant's Lot.

Section 2. TITLE TO THE COMMON AREAS: The Declarant may (but is not obligated) retain the legal title to the Common Areas until it has sold 75% of its properties subject to this Master Declaration. Notwithstanding any other provision herein, however, the Declarant hereby covenants for itself, its successors and assigns that it will (not later than the time it has closed the sale on 75% of its property subject to this Declaration) convey by warranty Deed, at no cost to the Association, and the Association for itself, covenants that it will accept a conveyance of all of the Common Areas free and clear of all liens and encumbrances except this Master Declaration.

Section 3. LIMITATION OF OCCUPANTS' EASEMENTS: The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a). The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of maintenance, repair and improvement of the Common Areas and in aid thereof to mortgage such properties; and

(b). The right of the Association to set specific charges for the use and maintenance of the Common Areas; and

(c). The right of the Association as provided in its Articles and Bylaws to suspend the enjoyment rights of any Occupant for any period during which any assessment on his Lot remains unpaid, or for a period that may be determined by the Board of Directors for any violation of this Master Declaration, the Association's Articles, Bylaws or published Rules and Regulations; provided, however, that the right of an occupant of ingress and egress over the streets shall not be abrogated; and

(d). The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose; and

(e). The right of the Association to add to or delete part of the Common Areas and to dedicate easements and rights-of-way over the Common Areas in accordance with the terms of this Master Declaration; and

(f). The right of the Association to adopt and enforce, at any time, Rules and Regulations governing the use of the Common Areas and all facilities situated thereon. Any Rules and / or Regulations so adopted shall apply until rescinded or modified the same as if originally set forth at length in this Master Declaration.

Section 4. EASEMENT FOR GOVERNMENTAL, HEALTH, WATER, SANITATION AND EMERGENCY SERVICES: A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services stich as fire, ambulance, and rescue services, for purpose of ingress and egress over the Common Areas.

Section 5. EASEMENT FOR THE DECLARANT: The Declarant reserves to itself, its successors and assigns over, through, under, and across the Common Areas the right of temporary roads, utility services and drainage systems as are necessary in its sole discretion for the proper development and administration of The Project.

Section 6. CHANGES IN BOUNDARIES: ADDITIONS TO DESIGNATED COMMON AREAS: Declarant expressly reserves for itself and its successors and assigns the right to change and realign the boundaries of any designated Common Areas within the Development, and to make additions thereto.

Section 7. EASEMENTS FOR UTILITIES: There is hereby reserved for the benefit of the Declarant, the Association, any public utility or governmental unit providing services in the Development:, and their respective successors and assigns an Easement: upon, over, tinder and across (a) all a: the Common Areas and (ii) All land located within 10 feet of any Lot line as shown on all plats of record, for the purpose of installing, replacing, maintaining and operating all utilities.

Section 8. MAINTENANCE EASEMENT: The Declarant reserves for itself and the Association and their respective agents and employees an Easement to enter upon any Lot; for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps other unsightly growth and removing trash there from so as to maintain reasonable standards of health, fire safety and appearance within the Development. This reservation shall not impose any duty or obligation upon the Declarant or the Association to perform any such action. Furthermore, the Declarant hereby reserves for its benefit and that of the Associations an Easement but not obligation to enter upon any unimproved portion of any Lot which is located within thirty feet from the water's edge of any lagoon, pond, water course and waterway, whether natural or man-made, within the Development for the purpose of maintaining such area and keeping the area clear and free from unsightly growth and trash and the maintenance of reasonable water quality standards.

Section 9. ENVIRONMENTAL EASEMENTS: Declarant reserves for its benefit and the Association and their respective agents and employees an Easement on, over and across all Lots for the purpose of taking any action necessary to effect compliance with environmental rules, regulations and procedures promulgated or instituted by the Board of Directors or by any Governmental Entity, such Easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and herbicides within the Development.

Section 10. ENCROACHMENTS: No encroachment shall be erected upon any pond, lagoon, or other body of water within or adjacent to the Development unless specifically pre-approved by the Association.

ARTICLE SIX
MEMBERSHIP, VOTING RIGHTS AND TURNOVER

Section 1. MEMBERSHIP: Every person or entity who is an Owner of a Lot shall be a member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a member.

Section 2. VOTING RIGHTS: The Association shall have two (2) classes of voting membership.

(a) Class "A": Class "A" Members shall be all those Owners as defined in Section 1 of this Article with the exception of the Declarant. Class "A" Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The Bylaws may establish procedures for voting when the title to a Lot is held in the name of a corporation or more than one person or entity.

(b) Class "B": The Class "B" Member is the Declarant. The Class "B" Member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1; provided that The Class "B" membership shall cease and become converted to Class "A" membership on the happening of the earlier of any of the following events:

1. When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or

2. At any earlier time that the Declarant, in its sole discretion, voluntarily converts its Class "B" membership to Class "A" membership; or

3. On December 31, 2005, if not sooner converted under (1) or (2).

From and after the happening of the earlier of these events, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot in which it holds the interest required for membership under Section 1.

Notwithstanding any provision in paragraph (1), (2), or (3) of this subsection (b) to the contrary, the Declarant shall have the right to appoint the Board of Directors (who need not be members of the Association) until the occurrence of either of the following events:

1. Ninety days after the Declarant no longer holds the title to 25% of the Development; or

2. The Declarant relinquishes its right described in clause one of this sentence.

Upon the occurrence of either (1) or (2) in the preceding sentence, then the existing members shall be obligated to elect the Board and assume control of the Association.

Section 3. TURNOVER: Within ninety (90) days after the happening of the events described in paragraph b (1), (2) or (3) of section two of this Article 6, the Association shall conduct a special meeting of the membership, hereinafter called the Turnover Meeting, for the purpose of electing officers and directors, provided, however, that so long as the Declarant is the Owner of one Lot governed by the Association, the Declarant shall be entitled to appoint at least one member to the Board of Directors.

ARTICLE SEVEN
COVENANT FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: Except as hereinafter more fully provided, the Declarant for each lot owned by it (exclusive of the real estate sales office serving the Development) which is subject to this Master Declaration hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in the particular deed of conveyance shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments and (2) Special Assessments for capital improvements and other assessments to be fixed established, and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Each Member expressly covenants, by acceptance of a deed, that liens may be placed against the Owner's Lot for nonpayment of Assessments.

Section 2. PURPOSE OF ASSESSMENTS: The assessment levied by the Association for Common Expenses shall be used exclusively for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and Occupants of the Development and maintaining the Development and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors. The Common Expenses to be funded by the annual assessments may include but shall not necessarily be limited to the following: (a) management fees and expenses of administration; (b) utility charges for utilities serving the Common Areas and charges for other common services for the Development including trash collection and security services if any such services or charges are, in fact, paid by the Association; (c) the cost of insurance coverage as the Board of Directors determine to be in the interest of the Owners; and (d) the expenses of maintenance, operation and repair of the Common Areas as these facilities are described in the Definition Section of this Master Declaration; (e) any ad valorem or personal property taxes assessed or levied against the Common Areas; (f) the expense of maintenance, operation, repair and reconstruction of any and all roadways, pathways, trails, lagoons, waterways, and landscaped areas within The Property which have not been conveyed to the Association; and (g) all expenses associated with providing security services to the Development; and (h) the establishment and maintenance of a reasonable reserve fund for maintenance, repair and replacement of the Common Areas to cover emergency repairs as a result of casualties which are not covered by insurance and to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments; and (i) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses.

Section 3. DATE OF COMMENCEMENT OF "ANNUAL ASSESSMENTS": DUE DATE; ASSESSMENT PERIOD: The annual assessment provided herein for Class "A" Members shall commence upon conveyance of a Lot to a Class "A" Member. Once the assessment period has commenced the assessments shall thereafter be due on the first day of every assessment period as this term is defined in the Bylaws of the Association. There is no commencement date for assessments for the Class "B" Member.

Section 4. BASIS AND AMOUNT OF THE ANNUAL ASSESSMENTS: The total annual assessments shall be divided among the Lots as follows: The Class "A" Members shall pay an annual assessment, which beginning in the year 1993 shall be not less than $115.00 for each Lot. The Board is granted the right to assess a larger amount based on the actual costs in carrying out its duties for the year 1994. The annual assessments for each Lot commencing in the year 1995 may be increased in proportion by the greater of either 10% of the assessment for the previous year or by the percentage increase, if any, for the then current year in the Consumer Price Index (ALL URBAN CONSUMERS (CPI-U), 1982 - 1984 = 100, as published by the U.S. Bureau of Statistics). When the Club House and Swimming Pool, which is a part of the Common Areas is added by the Declarant, the limitation on assessment increase will be waived in order to allow these extra charges to be included in the annual budget. Once these additional charges are absorbed into the annual assessment, the assessment cap shall apply to future years, unless some additional common facilities requiring adjustment is added, in which event the cap will be waived for the year of such addition. The cap on assessments shall terminate upon Turnover to the Association as described in Article Six, Section III.

Until the time of Turnover the Class "B" Member (Declarant) shall not pay any Annual or Special Assessment; however, the Declarant shall pay the difference in cost between the sum of all Annual Assessments collected from Class "A" and the actual cost of operation of the Association. After Turnover, the Declarant shall be obligated to pay 20% of the Annual Assessment on any Lot owned by it. Notwithstanding any other provision to the contrary in this Master Declaration, the Declarant may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate its obligation to fund deficits, but at any time thereafter the Declarant may again elect to follow the procedure specified in the preceding sentence.

Section 5. SPECIAL ASSESSMENT: In addition to the Annual Assessment authorized by this Article Seven, the Board may levy in any Assessment Year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association. The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment. The Declarant shall not be obligated to pay a Special Assessment levied on any Lot owned by it.

Section 6. CHANGE IN BASIS OF MAXIMUM AMOUNT OF THE ANNUAL ASSESSMENT: Subject to the limitations of Section 4 and for the periods therein specified, the Board may change the maximum and basis of the Assessment fixed by Section 4 for any such period, provided that written notice containing a copy of the newly adopted budget outlining the Assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change.

Section 7. DUTIES OF THE BOARD OF DIRECTORS: The Board of Directors of the Association shall prepare a roster of Members and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member. Written notice of the Assessment for each assessment year shall be sent to every Member subject thereto at least thirty (30) days prior to the commencement of the Assessment Year.

The Association shall, upon demand at any time, furnish to any Member liable for an Assessment a certificate in writing signed by an officer of the Association setting forth whether the Assessment has been paid. The certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION; LATE FEES; RESALE CERTIFICATE: If an Assessment is not paid on the date when due (being the dates specified in Section 3 and Section 5 hereof), then it shall become delinquent and shall, together with interest thereon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. Provided, however, unless the Seller obtains from appropriate officers of the Association at closing, a certificate attesting to the fact that all Assessments are paid and present such certificate to the purchaser at closing, the purchaser shall be conclusively presumed to have assumed such past due Assessments and shall also become forthwith liable, therefore. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. If the Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the rate established by the Board of Directors not to exceed the maximum legal rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the outstanding Assessment and / or bring an action to foreclose the lien against The Property; and there shall be added to the amount of such Assessment all costs of collection, including, but not limited to the cost of preparing and filing the complaint in such action, the cost of any and all attorneys' fees incident to collection whether or not suit is brought, including attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the Assessments as provided above and a reasonable attorneys' fee to be fixed by the Court, together with costs incident to the action. In addition to the foregoing remedies, the Board of Directors may assess a "Late Fee" (Refer to Fee Schedule, which is subject to change at the Board's sole discretion at any duly called and noticed meetings of the Board of Directors) compounded annually, on the delinquent Assessment for each Annual or Special Assessment which is more than ten (10) days delinquent, for the purpose of helping defray collection costs.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien for the Assessment provided for in this Declaration shall be subordinate to the lien of any mortgage now or hereafter placed upon an Owner's property subject to assessment; unless such Assessment is secured by a Claim of Lien that is recorded prior to the recording of such mortgage.

ARTICLE EIGHT
MAINTENANCE

Section 1. OWNER'S RESPONSIBILITIES: Maintenance and repair of Lots, together with all improvements thereon and all lawns, landscaping and grounds shall be the responsibility of the Owner. Each Owner shall maintain his Lot in a neat, clean and sanitary condition. Such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings and other structures as well as lawns, trees, shrubs, hedges, grass, and other landscaping. Each Owner shall also be obligated to pay for any costs incurred by the Association for carrying out this responsibility if the Owner fails reasonably to do so. Except for the Declarant, no Owner shall decorate, change, or otherwise alter the appearance of any portion of the exterior of any Dwelling or the landscaping, grounds, or other improvements unless such decoration, change or alteration is first approved in writing by the Property Owners Association.

Section 2. ASSOCIATION RESPONSIBILITIES: Unless otherwise provided, the Association shall maintain and keep in good repair the Common Areas including any improvements or structures located thereon. No diminution or abatement of assessments, fees, or charges, however, shall be claimed or allowed by any Owner by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by it under this Declaration.

In the event the Board determines that any Owner has failed or refused to carry out its duties under this Article, the Association may take such action as is necessary to restore the property to the conditions required under this Article. Entry upon any property for this purpose by the Association, its agents or employees shall not be deemed a trespass. Except in emergency situations, however, the Association shall give such Owner 15 days' notice prior to its entry on the premises to perform such work. This right in favor of the association shall not, however, impose any obligation upon the Association to undertake any particular corrective action. In the event the Association does, however, take any corrective action as regards any property: the Owner thereof shall promptly reimburse the Association for all costs and expenses incurred in such corrective action.

ARTICLE NINE
INSURANCE AND CASUALTY LOSSES

Section 1. PROPERTY AND CASUALTY INSURANCE: Property and casualty insurance on the Common Areas shall be maintained through the Association in an amount equal to the maximum insurable value thereof. The Association shall also purchase such other insurance as may be necessary on the Common Areas for the purpose of properly protecting the Association. The Association may also purchase liability insurance covering the Association's Directors and Officers.

Section 2. PREMIUMS: The premiums for all insurance policies purchased by the Association shall be deemed to be general expenses of the Association and shall be paid by the Members through the Annual Assessments as provided in this Declaration.

Section 3. DAMAGE OR DESTRUCTION TO COMMON AREAS: Should any part of the Common Areas be damaged or destroyed the Association shall cause it to be repaired or replaced if the insurance proceeds together with available reserves are sufficient to do so. If the Board determines these funds are insufficient and therefore a Special Assessment is necessary to complete the repair or replacement, then the Members of the Association shall be given notice of the amount of the Special Assessment and an opportunity to vote on the question. The Special Assessment shall be imposed by the Board unless the majority of the total Association membership votes no.

ARTICLE TEN
CONDEMNATION

CONDEMNATION OF COMMON AREAS: Should any portion of the Common Areas be taken through eminent domain or conveyed by deed in lieu of condemnation by the Association the award of proceeds made or collected by the Association shall be disbursed or held as follows: (a) to the extent practical in the discretion of the Board the funds shall be used for the replacement of the condemned facility on some other part of the Common Area; (b) if replacement at some other location within the Common Area is not feasible then these funds shall be added to the reserves held by the Association; or (c) should the Board deem the funds not necessary for addition to the reserves then these funds shall be disbursed on a pro-rata basis to the Membership of the Association.

ARTICLE ELEVEN
ADMINISTRATION OF THE COMMON AREAS

Section 1. MANAGEMENT: The Association, subject to the rights of the Declarant and the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements located thereon.

Section 2. DUTIES AND POWERS: The duties and powers of the Association shall be those set forth in (a) Chapter 55A of the North Carolina Statutes as it applies to non-profit Corporations; (b) this Declaration (c) the By-Laws and (d) the Articles of incorporation of this Corporation. Should there be conflicts or inconsistencies between any of these documents then the order of authority shall be the General Statutes, this Declaration, the Articles of Incorporation, and the Bylaws. Notwithstanding any other provision in this Master Declaration to the contrary, as long as the Declarant shall own any Lot in the Development the Association shall not, without the consent of the Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.

Section 3. AGREEMENTS: All Agreements and actions lawfully authorized by the Board of Directors shall be binding upon all owners, their heirs, successors, and assigns.

The Association may perform its duties and responsibilities through its Board of Directors and further shall have the authority to delegate to persons of its choice such duties as may be determined by the Board of Directors to be expedient. The Board shall have the power to employ such managers, agents, and employees as necessary in its discretion to carry out its functions under this Declaration.

In addition, the Association may pay for, and the Board of Directors may hire and contract for such legal, accounting, and other professional services as are necessary or desirable in connection with the operation of the Development or enforcement of this Declaration or the Bylaws or the Rules and Regulations of the Association.

Section 4. RESTRAINT ON TRANSFER: The Shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner except to the extent that a transfer of ownership of a Lot also transfers the membership in the Association which is an appurtenance to such Lot.

Section 5. RULES AND REGULATIONS: The Association acting through its Board of Directors may make and enforce reasonable rules and regulations governing the use of the Lots and Common Areas. These rules and regulations shall be consistent with the rights and duties established by this Declaration.

ARTICLE TWELVE
ARCHITECTURAL AND LANDSCAPING STANDARDS

Architectural and Landscaping Standards as applied to each phase shall be contained in the Supplemental Declaration filed for that phase.

ARTICLE THIRTEEN
GENERAL PROHIBITIONS

Section 1. TEMPORARY STRUCTURES: No temporary house, trailer, tent, garage, or other building shall be placed or erected on any Lot or Parcel, provided, however, that the Association may grant permission for any such temporary structure for storage or materials during construction. No such temporary structure as may be approved shall be used at any time as a Dwelling place.

Section 2. COMPLETION OF STRUCTURES: Once construction or improvement is started on any Dwelling, it must be substantially completed in accordance with the plans and specifications as approved within six (6) months from date of commencement.

Section 3. PETS: No animal, livestock, bird, or poultry of any kind may be raised, bred, or kept on a Lot; however, a reasonable number of generally recognized house pets may be kept subject to rules and regulations adopted by the Association, through its Board of Directors. Such house pet or pets must be kept solely as domestic pets. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Upon the written request of any Owner of a Lot the Board of Directors of the Association may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 3, a particular pet is a generally recognized house pet, or if such pet is a nuisance. Based on the behavior of the animals and how well the owners care and maintain the property with no impact on the community.

The Board shall have the right to require the Owner of a particular pet to remove it from the Property if it is found to be a nuisance or in violation of this restriction. The Board shall have the further right to fine any Owner of a Lot for the violation of these restrictions by himself or any occupant of his Lot. (Refer to Fee Schedule.) All Lot owners shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an Occupant of such owner's Lot. Any such fine or cost of repair shall be added to and become a part of any assessment next coming due against the Lot under the Master Declaration.

Section 4. STORAGE RECEPTICALS: Every fuel storage tank shall be buried below the surface of the ground or screened to the satisfaction of the Declarant and after turnover, the Property Owners Association. Receptacle for ashes, trash, rubbish, or garbage shall be buried below the surface of the ground or screened to the satisfaction of the Declarant and after turnover, the Property Owners Association.

Section 5. MAINTENANCE OF UNOCCUPIED LOTS: All unoccupied Lots shall be well-maintained, and no unattractive growth or accumulation of rubbish or debris shall be permitted. Should the Owner of a Lot fail to maintain his Lot as required, the Association is hereby granted the right to enter the Lot and perform this work. The cost of such work shall be paid to the Association by the Owner.

Section 6. OFFENSIVE AND ILLEGAL ACTIVITIES: No noxious, offensive, or illegal activities shall be carried on within the Development nor shall anything be done that shall be or become an unreasonable annoyance or nuisance.

Section 7. REPAIR OR REMOVAL OF BUILDINGS: Any building which may be destroyed in whole or in part by fire, windstorm or from any cause or act of God must be rebuilt or all debris removed, and the Lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.

Section 8. OUTSIDE BURNING: No outside burning of wood, leaves, trash, garbage, or household refuge shall be permitted, except in accordance with a validly issued burning permit from Brunswick County and the Declarant or the Association.

Section 9. DIVISION OF LOTS: Prior to conveyance, the Declarant may change lot boundary lines as it deems expedient, thereafter, no Lot shall be subdivided, or its boundary lines changed by its Owner, except with the written consent of the Declarant. The Declarant may also create a modified Lot by the sale of two or more adjacent Lots to one party, followed by the construction thereon of a Dwelling Unit in such a manner as to require the total Lots to be treated as one modified Lot in order to meet the set back and sideline requirements, without the necessity of replatting. The Restrictions and Covenants herein apply to each Lot so created.

Section 10. MOTOR VEHICLES AND NOISE LEVEL: No motorcycle or motorbike shall be used on the streets except for the purpose of coming to or from the state highway to a particular Lot. No dirt bike, ATV, go-cart, or similar vehicle may be used within the Development at all under any circumstances. All motor vehicles operated in the Development shall have quiet mufflers. Further, no person shall operate any motor vehicle (including golf carts) in the Development unless he holds a valid drivers' license.

There shall be no outside storage or parking upon any Lot or the Common Areas within the Property of any mobile home, boat, trailer, personal watercraft (either with or without wheels), tractor or truck (other than private standard size pick-up trucks). No owner shall repair or restore any vehicle of any kind on or within any Lot or other portion of The Property, except (a) within enclosed garages; or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Section 11. ADDITIONAL RULES: The Declarant, until Turnover and thereafter the Board of Directors of the Association, may establish such additional rules and regulations as may be deemed for the best interest of the Owners in the subdivision.

Section 12. SIGNS: (a) "For Sale" signs by a real estate company or property owner are allowed within Ocean Side Place. They shall be located in the center of the property seven feet (7') from the curb and each sign shall contain the name and phone number of the real estate company acting as the owner's agent or with the owner's contact phone number in the case of "For Sale by Owner". (b) Political Signs may be displayed during national, state or Brunswick County elections. They cannot be displayed earlier than forty-five (45) days prior to the election and must be removed no later than seven (7) days after the election. (c) Vendor Signs are permitted only during the course of the project and must be removed at the time of completion. (d) Rental signs are prohibited in totality within the Association.

Section 13. ANTENNAS: No television or radio antennas or other similar devise shall be attached or installed on any Dwelling or located within any portion of the Development, unless contained entirely within the interior of the building. The Declarant or the Association may, however, install equipment necessary for master antennas for security, cable television, mobile radio, or other similar systems within the Development. Should cable television services not be available or adequate television reception not otherwise be available to an owner in the Development then the Owner may make written application to the Property Owners Association for permission to install an outside television antenna. The Property Owners Association may, but need not, approve such application.

Section 14. STORMWATER MANAGEMENT COVENANT: No more than 2,450 square feet of any lot and no more than 5,200 square feet of the clubhouse area shall be covered by structures and / or paved surfaces, including walkways or patios of brick, stone, slate, or similar materials. This covenant is intended to ensure continued compliance with stormwater runoff rules adopted by the State of North Carolina and, therefore, benefits may be enforced by the State of North Carolina. If the structure does not have the ability for stormwater runoff, it is impervious to the maximum 2,450 square feet of any lot. No pool or sheds are allowed on any lot.

No structures and / or paved surfaces, including walkways or patios of brick, stone, slate, or similar materials, shall be placed within 30 feet of the mean high-water line of surface waters. This covenant is intended to ensure continued compliance with stormwater runoff rules adopted by the State of North Carolina and, therefore, the State of North Carolina may enforce said benefits.

Section 15. PROHIBITION AGAINST SHORT-TERM RENTAL AGREEMENTS: No lot, property, or dwelling shall be used for, the subject of, or included in a short-term rental agreement (any rental of less than thirty (30) days in duration).

ARTICLE FOURTEEN
ENFORCEMENT

Section 1. USE: No Lot subject to this Master Declaration shall be used except for residential purposes unless otherwise allowed herein.

Section 2. RULES AND REGULATIONS: The Board of Directors is specifically granted the power to pass rules and regulations for the purpose of enforcing this Declaration.

Section 3. INVALIDATION: Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 4. PRIORITY OF LAND USE DOCUMENTS: This Master Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, or the Bylaws of the Association and the Articles shall take precedence over the Bylaws.

Section 5. DURATION: This Master Declaration shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until December 31, 2015 and shall continue in full force and effect thereafter until a majority of the Owners have, by written vote agreed to terminate them.

Section 6. AMENDMENT: Neither the Declarant, nor the Association, shall make any amendment or modification to this Master Declaration which will change or alter the Plan of Development. The Declarant, however, reserves for itself before Turnover and thereafter the Association the right to make an amendment or modification which will not affect the Plan of Development. Should any such modification or amendment; however, attempt to change or alter the Plan of Development, such modification or amendment shall be null and void. Further, this right to amend shall not render these Covenants or Restrictions purely personal to the Declarant and the benefits and burdens shall remain mutual and reciprocal to all Owners. This Declaration may only be altered, modified, or changed by a written document executed by 67% of the Lot owners.

Section 7. ENFORCEMENT - GENERAL: Failure of an Owner / Occupant to comply with a provision of this Master Declaration or a provision in the Bylaws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to bring legal action at law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof against the Owner. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) and Court costs shall be the responsibility of the Owner determined by the Association to be in violation.

Collection of such attorneys' fees costs and damages may be enforced by any method described in this Master Declaration providing for the collection of Annual Assessments, or by a civil action to collect the debt.

Section 8. INTERPRETATIONS: In all cases, the provisions of this Master Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Declarant or the Board of Directors will best affect the intent of the general Plan of Development. The provisions of this Master Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive.

Section 9. SERVABILITY: Whenever possible each provision of this Declaration shall be interpreted in such a manner as to be effective and valid; however, if the application of any provision to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application or any provision which can be given effect without the invalid provision or application and to this end the provisions of this Declaration is declared to be servable.

Section 10. NO TRESPASS: Whenever the Association or the Declarant and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve, or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not be deemed a trespass.

Section 11. NOTICES: Notices required under this Declaration shall be in writing and shall be delivered by hand, electronically, or sent by United States Mail, postage pre-paid. All notices to Owners shall be delivered or sent to such address as have been designated in writing to the Association or if no such address has been so designated by the Owner, at the address of the Owner's Lot. All notices to the Declarant shall be delivered or sent to the Declarant's main office in Brunswick County, North Carolina or to such other address as the Declarant from time to time may notify the Association.

ARTICLE FIFTEEN
WORKING CAPITAL CONTRIBUTION

At the closing, each Class "A" Member shall make a per Lot contribution to the working capital of the Association. This initial contribution is not a pre-payment of the regular monthly or Annual Assessment. Refer to Fee Schedule.

ARTICLE SIXTEEN
CONSTRUCTION

When construing these Covenants and Restrictions, the parties agree that they shall be construed as beneficial community rules and that any ambiguity shall be resolved in favor of liberal enforcement by the Courts.

IN WITNESS WHEREOF, this **AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OCEAN SIDE PLACE PROPERTY OWNERS ASSOCIATION** has been signed and executed by the President of the Association the day and year first above written. The undersigned, being the President of the Association, does, by his / her execution hereof, certify that this Amendment and Restatement was duly adopted by the affirmative vote of Members of the Association on the ____ day of _____, 2022at a duly called and noticed meeting, and that the Board of Directors certified that all procedures steps and requirements necessary to amend said Declaration have been complied with, the day and year first above written.

This the 27th day of June, 2022.

OCEAN SIDE PLACE PROPERTY OWNERS ASSOCIATION, INC.

By: _____ OSP President
Joe Fiore, President

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Alta S Baxley, a Notary Public of the County and State aforesaid, certify that Joe Fiore, either being personally known to me or proven by satisfactory evidence (said evidence being NC Driver Lic), personally appeared before me this day and acknowledged that he is President of OCEAN SIDE PLACE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina Non-profit corporation, and that he, as President being authorized to do so, voluntarily executed the foregoing on behalf of the Non-Profit corporation for the purposes stated therein.

Witness my hand and official stamp or seal, this 27 day of June, 2022.

ALTA S BAXLEY
Notary Public
Brunswick Co., North Carolina
My Commission Expires May 1, 2023

Alta S Baxley
Notary Public

My Commission Expires: May 1, 2023