

STATE OF NORTH CAROLINA : DECLARATION OF COVENANTS
COUNTY OF NEW HANOVER : CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made the 22nd day of April,
1977, by Luther T. Rogers, Jr., and Herchel E. Rogers, d/b/a
TRISTRAM ENTERPRISES, hereinafter referred to as "Declarants".

WITNESSETH

WHEREAS, Declarants are the owners of certain property in
the City of Wilmington, County of New Hanover, State of North Carolina,
which is more particularly described as:

TRACT ONE:

BEGINNING at the point of intersection of the eastern line
of South Front Street with the northern line of Ann Street, as
shown by map of Wimble Square Townhouse Development recorded
in Map Book 15, Page 46; running thence from said Beginning
with said eastern line of Front Street north 6 degrees 10 minutes
west 6.34 feet to the southwest corner of Lot 5; thence with the
southern line of Lot 5 north 83 degrees 50 minutes east 58.00
feet to its southeast corner; thence with the eastern line of Lots
5 through 1 north 6 degrees, 10 minutes west 99.66 feet to the
northeast corner of Lot 1; thence with the northern line of Lot
1, south 83 degrees 50 minutes west 58.00 feet to its northwest
corner in the eastern line of South Front Street; thence with
said eastern line north 6 degrees 10 minutes west 20.00 feet
to the southwest corner of the Salvation Army tract; thence
with the southern line of said tract north 83 degrees 50 minutes
east 165.00 feet to a point in the western line of the C. R. Smith
lot; thence with said western line south 6 degrees 10 minutes
east 16.00 feet to the southwestern corner of said Smith lot;
thence with the southern line of said Smith lot, north 83 degrees
50 minutes east 51.38 feet to a point in the western line of the
E. W. Brown lot; thence with said western line south 6 degrees,
10 minutes east 44.00 feet to the southwest corner of said Brown
lot; thence with the southern line of said Brown lot, north 83
degrees 50 minutes, east 114.00 feet to its southeast corner in
the western line of South Second Street; thence with said western
line south 6 degrees, 10 minutes east 66.00 feet to its intersection
with the northern line of Ann Street; thence with said northern
line south 83 degrees, 50 minutes west 44.90 feet to the south-
eastern corner of Lot 14; thence with the eastern line of said Lot
14, north 6 degrees 10 minutes west 60.00 feet to its northeastern
corner; thence with the northern line of Lots 14, 13 and 12, south
83 degrees 50 minutes west 60.66 feet to the northwest corner of
Lot 12; thence with the western line of Lot 12, south 6 degrees 10
minutes, east 60.00 feet to its southwest corner in the northern
line of Ann Street; thence with said northern line, south 83 degrees,
50 minutes, west 30.08 feet to the southeast corner of Lot 11; thence
with the eastern line of Lot 11, north 6 degrees, 10 minutes, west
60.00 feet to its northeast corner; thence with the northern line
of Lots 11 through 6, south 83 degrees, 50 minutes, west 120.66
feet to the northwest corner of Lot 6; thence with the western line
of Lot 6, south 6 degrees, 10 minutes, east 60.00 feet to its south-
west corner in the northern line of Ann Street; thence with said
northern line, south 83 degrees, 50 minutes, west 74.08 feet to the
Point of Beginning, containing 17,305 square feet.

TRACT TWO:

Lots 1-14 as shown on a map of Wimble Square which is recorded in
Map Book 15, Page 46 of the New Hanover County Registry.

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NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Wimble Square Homeowners Association, Inc., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be as follows: All of the tract described on the first page hereof except Lots 1-14 as shown on a map of Wimble Square which is recorded in Map Book 15, Page 46, of the New Hanover County Registry.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarants" shall mean and refer to Luther T. Rogers, Jr. and Herchel Rogers, d/b/a TRISTRAM ENTERPRISES, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarants for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

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

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers

who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarants and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarants and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on March 1, 1980.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the Properties,

hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area, and of the homes situated upon the Properties. Premiums for liability insurance provided for in Article XI, Section 1, are to be paid from these assessments.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$180.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5%

by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under

Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum and the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common

Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro-rata monthly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external

design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three(3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
PARTY WALLS

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

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 has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the costs 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. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right of 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 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

EXTERIOR MAINTENANCE

Each Owner shall be responsible for the maintenance and upkeep of his Lot and all improvements thereto. In the event that any Owner fails to properly maintain his Lot and the improvements thereto, the Association, after having been given thirty (30) days' notice, (upon two-thirds (2/3) vote of the membership,) shall have authority to make such improvements as are reasonably necessary and to assess the Lot owner whose property is improved for the cost of such improvements. Any such assessment shall create a lien upon the property improved.

(In addition to maintenance upon the Common Area, the Association shall care for all trees, shrubs, grass and walkways upon each lot, in the event that such care is reasonably necessary.) This shall not prevent each lot owner from caring for the trees, shrubs, grass and walkways on his Lot in the event he chooses to do so and does so in such a manner that it does not detract from the appearance of the property as a whole and is in keeping with the surrounding area. A determination as to whether or not such lot is in keeping with the surrounding area shall be made by the Directors of the Association or by a committee of at least three (3) members, appointed by them.

In the event that the need for maintenance, repair or replacement is caused through the willful, or negligent act or omission of the Owner, his family, guests, or invitees, the cost of such maintenance, replacement, or repairs shall be added to and become a part of the assessment to which such Lot is subject. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

ARTICLE VIII
USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family townhouse dwelling not to exceed three stories in height. Any building erected, altered, placed or permitted to remain on any lot shall be subject to the provisions of Article V of this Declaration of Covenants, Conditions and Restrictions relating to architectural control.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Temporary Structures. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE IX
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE X
ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of two-thirds (2/3) of all the members at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any

meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at each subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE XI

PARKING

Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than one automobile parking space, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one vehicle parking space for each dwelling.

ARTICLE XII

INSURANCE

The Association shall, at all times, carry liability insurance in an amount which the Directors determine sufficient, which shall cover any and all accidents or occurrences which may occur on the common property or as a result of any negligent act or omission of the Association or any of its agents. The cost of such insurance shall be assessed to the owners as is provided for in Article IV of this Declaration.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

Section 4. The Association acting through its officers, agents servants, and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform the exterior maintenance called for in Article VII of this Declaration.

IN WITNESS WHEREOF, Luther T. Rogers, Jr., and Herchel E. Rogers, d/b/a TRISTRAM ENTERPRISES have hereunto set their hands and seals this day and year first above written.

TRISTRAM ENTERPRISES

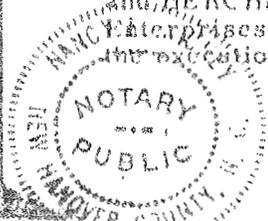
By Luther T. Rogers Jr Partner
Herchel E. Rogers Partner

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Marcy L. Richey, a Notary Public, in and for the State and County aforesaid, do hereby certify that LUTHER T. ROGERS, JR. and HERCHEL E. ROGERS, partners, trading and doing business as Tristram Enterprises, a partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 22nd day of April, 1977.

Marcy L. Richey
Notary Public



STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificate of _____
Nancy L. Richey, _____
a Notary Public, _____
is certified to be correct.
This the 22 day of April 19 77
Drawn By Crossley & Johnson

Lois-C. LeRay, Register of Deeds
By Senja O. Nease
Deputy

Received and Recorded
4/22/1977 at 12:46 P. M.
Lois C. LeRay
Register of Deeds

DEC 7 3 55 PM '81

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, made the ~~24th~~ day of November, 1981, by the undersigned, being ninety (90%) percent or more of the Lot Owners and members of Wimble Square Homeowners' Association, Inc., and pursuant to Article XIII, Section 3, of the Declaration of Covenants, Conditions and Restrictions pertaining to Wimble Square and recorded in Book 1097 at Page 107, New Hanover County Registry, hereby amend Article XIII, Section 1, of said Declaration of Covenants, Conditions and Restrictions to read as follows:

ARTICLE XIII

GENERAL PROVISIONS

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Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event legal action shall become necessary to enforce any such restriction, condition, covenant, reservation, lien or charge, the defendant Owner against whom such legal action is taken shall be liable for all costs, expenses and attorney's fees incurred by the Association or plaintiff Owner in connection therewith. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, we, the undersigned Owners have hereunto set our hands and seals this day and year first above written.

Lots 1 - 5:

Attest:

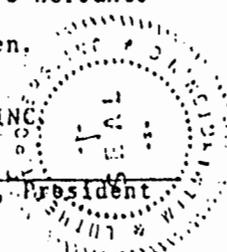
Dorothy L. Rockmere
Dorothy L. Rockmere, Secretary

LUTHER T. ROGERS, INC.

BY: Herchel E. Rogers, President

Lot 6:

William B. Phelps, Jr.
William B. Phelps, Jr.



Lot 8: Curtis S. Anderson

Lot 9: William H. Beam
Arne Y. Beam

Lot 10: Cliff C. Morris, Jr.
Evelyn V. Morris

Lot 11: Augustus B. Moore, Jr.
Alice Carol F. Moore

Lot 12: Stuart V. Carter

Lot 13: Joseph P. Curry
Lucy H. Curry

Lot 14: William J. Boney, Jr.
Martha N. Boney

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

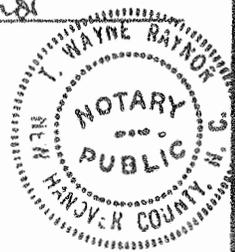
RECORD OF POOR QUALITY DUE TO
CONDITION OF ORIGINAL DOCUMENT
G. S. 161 - 16

I, a Notary Public of the county and state aforesaid, certify that DOROTHY L. ROCKMERE personally came before me this day and acknowledged that she is Secretary of LUTHER T. ROGERS, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by DOROTHY L. ROCKMERE as its Secretary.

WITNESS my hand and official seal this 13th day of November, 1981.

Wayne Raynor
Notary Public

My commission expires: Sept. 13, 1982

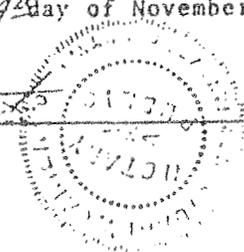


STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, STUART V. CARTER, a Notary Public, in and for the state and county aforesaid, do hereby certify that WILLIAM B. PHELPS, JR.; CURTIS S. ANDERSON; WILLIAM M. BEAM and wife, ANNE Y. BEAM; CLIFF C. MORRIS, JR. and wife, EVELYN V. MORRIS; AGUSTUS B. MOORE, JR. and wife, ALICE CAROL F. MOORE; JOSEPH P. CURRY and wife, LUCY H. CURRY; and WILLIAM J. BONEY, JR. and wife, MARTHA N. BONEY, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 29th day of November, 1981.

Stuart V. Carter
NOTARY PUBLIC



My commission expires: 11-29-83

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, F. LORIE SKINNER (CLEMMONS), a Notary Public, in and for the state and county aforesaid, do hereby certify that STUART V. CARTER, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this the 24th day of November, 1981.

F. Lorie Skinner (Clemmons)
NOTARY PUBLIC

My commission expires: August 28, 1983





2008039275

FOR REGISTRATION REGISTER OF DEEDS
REBECCA P SMITH
NEW HANOVER COUNTY, NC
2008 OCT 01 04:18:21 PM
BK:5350 PG:1212-1216 FEE \$23.00

INSTRUMENT # 2008039275

STATE OF NORTH CAROLINA

AMENDED DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS

COUNTY OF NEW HANOVER

THIS AMENDED DECLARATION, made the ___ day of July, 2006, by the undersigned, being seventy-five (75%) or more of the lot owners and members of Wimble Square Homeowner's Association, Inc. and pursuant to Article XIII, Section 3, of the Declaration of Covenants, Conditions and Restrictions pertaining to Wimble Square and recorded in Book 1097 at Page 107, New Hanover County Registry, hereby amend Article VII (exterior maintenance) of said Declaration of Covenants, Conditions and Restrictions to read as follows:

ARTICLE VII

EXTERIOR MAINTENANCE

Each owner shall be responsible for the maintenance and upkeep of his lot and all improvements thereto. In the event that any owner fails to properly maintain his lot and the improvements thereto, the Board of Directors of the Homeowner's Association shall have authority to make such improvements as are reasonably necessary and to assess the lot owner who property is improved for the cost of such improvements. Any such assessment shall create a lien upon the property improved.

RETURN TO:
DONALD E. BRITT JR

Each lot owner is responsible for caring for trees, shrubs, grass and walkways on his/her lot in such a manner that it does not detract from the appearance of the property as a whole and is in keeping with the surrounding area. A determination as to whether or not such lot is in keeping with the surrounding area shall be made by the Board of Directors of the Association or by a committee of at least three (3) members appointed by the Board.

In the event that the need for maintenance, repair or replacement is caused through the willful, or negligent act or omission of the owner, his family, guest, or invitees, the cost of such maintenance, replacement or repairs shall be added and become a part of the assessment to which such lot is subject. In order to enable the Association to accomplish the foregoing, there is hereby reserved for the Association the right to unobstructed access over and upon each lot at all reasonable times to perform maintenance as provided in this Article.

IN WITNESS WHEREOF we, the undersigned owners have hereunto set our hands and seals this day and year first above written.

101 Ann Street Mary Griffin
Mary Griffin

105 Ann Street David Hurd
David Hurd

105 Ann Street Margaret B. Hurd
Margaret Hurd

109 Ann Street Doug Day
Doug Day

109 Ann Street Barbara Day
Barbara Day

111 Ann Street *Damian Smith*
Damian Smith

113 Ann Street *Lanelle Clontz*
Lanelle Clontz

115 Ann Street *Sue Levin*
Sue Levin

117 Ann Street *Denise Harrison*
Denise Harrison

221 S. Front Street *Tom Morgan*
Tom Morgan

221 S. Front Street *Robbie Morgan*
Robbie Morgan

223 S. Front Street *Frederick Breece*
Frederick Breece

223 S. Front Street *Marion Breece*
Marion Breece

229 S. Front Street *Andy Brim*
Andy Brim

107 Ann Street *Thomas Ready*
THOMAS READY

107 Ann Street *Laurie Ready*
LAURIE READY

STATE OF NORTH CAROLINA, COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that MARY GRIFFIN, DAVID HURD, MARGARET HURD, DOUG DAY, DAMIAN SMITH, LANELLE CLONTZ, SUE LEVIN, DENISE HARRISON, TOM MORGAN, ROBBIE MORGAN, FREDERICK BREECE, MARION BREECE and ANDY BRIM personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 15 day of July, 2006.

My commission expires 6/12/07

Don Bell
Notary Public



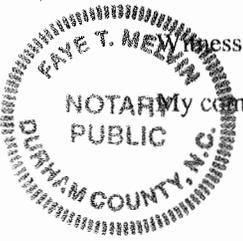
STATE OF NORTH CAROLINA, COUNTY OF Durham

I, a Notary Public of the County and State aforesaid, certify that BARBARA DAY personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 25 day of July, 2006.

My commission expires: 7-17-2007

Faye T. Melvin
Notary Public



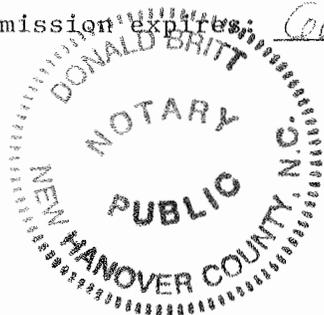
STATE OF NORTH CAROLINA, COUNTY OF New Hanover

I, a Notary Public of County and State aforesaid, certify that THOMAS READY and LAURIE READY personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this 12 day of September, 2008.

My commission expires: 6/12/12

Donald Britt
Notary Public



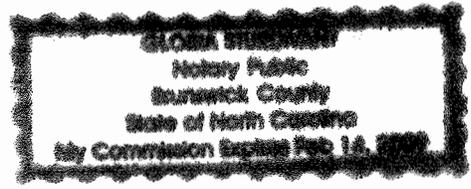
STATE OF NORTH CAROLINA, COUNTY OF New Hanover

I, a Notary Public of the County and State aforesaid, certify that MARION BREECE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 30th day of August, 2006.

My commission expires: Feb 14, 2009

Gloria Sturdvant
Notary Public





REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 10/01/2008 04:18:21 PM
Book: RE 5350 Page: 1212-1216
Document No.: 2008039275
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State of North Carolina, County of New Hanover

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