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Onslow County, NC
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BK **2640** PG **280-310**

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THE VILLAGE AT CAROLINA FOREST
THE VILLAGE AT CAROLINA FOREST
COMMUNITY SERVICES ASSOCIATION, INC.
CAROLINA FOREST DEVELOPERS, LLC

NORTH CAROLINA
ONslow COUNTY

**MASTER DECLARATION OF
COVENANTS AND RESTRICTIONS
MF/CSA/multiphase)
THE VILLAGE AT CAROLINA FOREST
(47F-1-101 et seq.)**

THIS DECLARATION is made this 21st day of APRIL, 2006, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company ("**Declarant**") of Onslow County, North Carolina.

BACKGROUND STATEMENT

WHEREAS, Declarant is the owner of or may acquire a certain tract of land located in Onslow County, North Carolina, (hereinafter referred to as "Development Area") and being more particularly described on Exhibit A;

AND WHEREAS, Declarant is constructing on a portion of the development area a "residential subdivision" which may include community facilities for the benefit of the community,

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with a planned mix of residential housing types, which may include without limitation detached single family homes and townhouses (hereinafter referred to as "Project");

AND WHEREAS, pursuant to 47F-1-101 et seq., Declarant desires to provide for the preservation and enhancement of the property values and amenities within said community and to provide for the maintenance of common areas, properties and improvements located thereon, and to this end desires to subject Project property to the covenants, restrictions, easements, charges and liens as are hereinafter set forth, each and all of which are for the benefit of said real property and each present and future owner thereof;

AND WHEREAS, pursuant to 47F-1-101 et seq., the Declarant also desires to provide and allow for the submission of additional "sections" to the Project as said phases are developed and completed, and to provide for equality of rights, privileges and obligations of all Lot Owners in all phases of the Project by adding additional phases by amendment to this Declaration by the recording of an Amendment hereto;

DECLARATION

NOW THEREFORE, it is hereby declared that the Project property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth; said property being more particularly described as follows:

BEING all of that property as shown on Exhibit A-1 ("Project Area"), attached hereto and incorporated herein by reference as if fully set forth.

1. DEFINITIONS:

A. "Association" shall mean and refer to **THE VILLAGE AT CAROLINA FOREST COMMUNITY SERVICES ASSOCIATION, INC.**, a North Carolina non profit corporation, its successors and assigns.

B. "Common Area" shall mean all real property owned by the Association, if any, for the common use and enjoyment of the Owners.

C. "Declarant" shall mean and refer to **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, its successors and assigns.

D. "Declaration" shall mean and refer to this instrument, as may from time to time be amended.

E. "Living Unit" or "Unit" shall mean and refer to any portion of a structure situated

upon the Properties designed and intended for use and occupancy as a residence by a single family, including without limitation detached single family homes, townhouse homes, patio homes and condominium units.

F. "Property" or "Properties" shall mean and refer to any of the real property which is or may be subject to this Declaration or Supplemental Declaration.

G. "Lot" shall mean and refer to any plot of land or condominium unit as defined in N.C.G.S. 47C-1-103, shown upon any recorded subdivision map of the Properties with the exception of the Common Area, and includes any improvements thereon, if any.

H. "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 but shall not include those having such interest merely as security for the performance of an obligation.

I. "Parcel" shall mean and refer to a portion or part of real property, together with the improvements located thereon, which becomes subject to this Declaration. This term shall include any additions to the existing Properties as herein provided.

J. "Supplemental Declaration" shall mean and refer to any declaration of covenants, restrictions, easements, charges and liens recorded by the Declarant, or its successors and assigns, which applies to a specific Parcel within the Properties.

K. "Project Property or Area" shall mean the total of the real property incorporated herein and described hereinabove in Exhibit A-1, together with all structures and other improvements thereon, together with such other portions of the Development Area as may from time to time be added to and incorporated in the Project Area by amendment of this Declaration.

L. "Development Area" shall include that property described in Exhibit A, all or part of which may from time to time be submitted to and made subject to the terms of this Declaration.

2. EXPANSION OF PROPERTIES INTO DEVELOPMENT AREA:

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right, but shall in no way be obligated, to expand the properties which are subject to this Declaration without the consent or joinder of the Owners of Lots or persons or entities having a lien or security interest in such Lots by adding from time to time all or any portion of the tract of land known as the Development Area and being more particularly described as follows:

BEING all of that property as shown on Exhibit A, ("Development Area") attached hereto and incorporated herein by reference as if fully set forth.

The Declarant may also identify and add to the development area by amendment hereto any other such property as Declarant in its sole discretion may determine.

An amendment to this Declaration shall be made and recorded in the Office of the Register of Deeds of Onslow County, North Carolina, to include each portion of the real property which is to be included within this Declaration, and each such portion of the real property shall constitute an addition to the Properties. The right of the Declarant, or its successors and assigns, to expand the Properties as herein provided shall expire fifteen (15) years from the recording of this instrument or upon the sale of all of the properties described in Exhibit A-1 or Exhibit A.

3. SUPPLEMENTAL DECLARATIONS:

Declarant shall have the right, from time to time, to record Supplemental Declarations for portions ("Parcels") of the Properties which may designate specific use and other restrictions within said Parcel, may create Common Areas within such Parcel for the use only of Owners of Lots in said Parcel, and may create an internal owners Association within said Parcel; provided, however, no Supplemental Declaration shall avoid membership in the Association by Owners of Lots in said Parcel, nor shall any Supplemental Declaration modify or amend the terms of this Declaration or of any prior Supplemental Declaration for another Parcel.

4. COMMON AREAS:

A. Dedication: The Common Areas, if any, in each Parcel shall be dedicated as such by the Declarant, or its successors and assigns, before the first Lot in each Parcel is conveyed to an Owner.

B. Maintenance: The Association shall be responsible for the exclusive management and control of the Common Areas and all improvements located thereon (including recreational facilities, landscaping, fixtures and equipment related thereto), except as otherwise may be provided for in a Supplemental Declaration. This paragraph specifically empowers, but does not limit other powers, the Association to control and regulate the hours and periods of operation of all recreational facilities in the development area, and all maintenance of landscaping in the Development area, even if in areas subject to a Sub-association created by amendment to this Declaration or the recording of a Supplemental Declaration.

C. Owner's Easement of Enjoyment:

(1) 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 limit the number of guests of members;

(c) the right of the Association to suspend the right to use 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 sixty (60) days for any infraction of its published rules and regulations;

(d) 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 subject to such conditions as may be agreed to by the Association.

(e) the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

(2) 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. Recreational facilities, if any, situated upon the Properties may be utilized by guests of Owners or tenants subject to the rules and regulations of the Association governing said use and as established by its Board of Directors. Provided, however, that this Section shall not give any owner or guest the right to use any golf course facilities or marina located within the Property, if any shall be constructed.

D. Restriction on Alienation: Notwithstanding anything contained herein to the contrary, the Association shall not alienate in any way or transfer all or any part of the Common Areas without the prior approval of all holders of outstanding first priority mortgages against any of the Properties that are subject to this Declaration; provided, however, this restriction shall not be applicable to grants of easements for utilities, storm sewer, sanitary sewer, road right of ways and other conveyances for dedication to the public.

5. ASSOCIATION: MEMBERSHIP AND VOTING RIGHTS:

A. Every Owner of a Lot 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.

B. The Association shall have two (2) classes of voting membership and one (1) class of non-voting members:

Class I: Class I members shall be all Owners of a Lot with the exception of the Declarant and shall be entitled to one vote for each Lot owned. For purposes of membership and voting rights under this paragraph, Declarant shall be deemed to own three (3) Lots for each undeveloped acre of land set out in Exhibit A. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

(1) when the total votes outstanding in Class I membership equals the total votes outstanding in the Class II membership or

(2) on that date which is seven (7) years from the date of the recording of this document.

(3) on that date which is five (5) years from the date of the recording of the document adding the last phase or section to the subdivision, or;

(4) at the discretion of Declarant.

C. Voting by Members.

(1) Directors During Class "II" Control. The directors shall be selected by the Class "II" Member acting in its sole discretion and shall serve at the pleasure of the Class "II" Member until the Class "II" membership shall cease as set forth in the Declaration or at such earlier date as when, in its discretion, the Class "II" member so determines.

Within one hundred twenty (120) days thereafter, the Class "II" member shall call a meeting, as provided the By-Laws for special meetings, to advise the membership of the termination of the Class "II" member's control.

Declarant shall, at the beginning of the election of the Board of Directors, designate and select that number of the members of the Board of Directors which it shall be entitled to designate and select and upon such designation and selection of Declarant by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Declarant shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of the By-Laws.

Should any vacancy in the Board of Directors be created in any Directorship previously filled by any person designated and selected by Declarant, such vacancy shall be filled by Declarant designating and selecting, by written instrument delivered to any Officer of the Association, the successor Director to fill the vacated Directorship for the unexpired term thereof.

In the event that Declarant in accordance with the rights herein established, selects any person or persons to serve on any Board of Directors of the Association, Declarant shall have the absolute right at any time, in its sole discretion, to replace such person or persons with another person or

persons to serve on said Board of Directors. Replacement of any person or persons designated by Declarant to serve on any Association Board of Directors shall be made by written instrument delivered to any Officer of the Association, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Declarant to any Officer of the Association.

(2) Veto. This Section may not be amended without the express, written consent of the Class "II" member, as long as the Class "II" member exists.

So long as the Class "II" member exists, the Class "II" member shall have a veto power over all actions of the Board and any committee, as is more fully provided in this Section. This veto power shall be exercisable only by the Class "II" member, or its successors and assigns, which successors and assigns must specifically take this power in a recorded instrument.

The veto power shall be as follows: No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "II" member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee by certified mail, return receipt requested, or by personal delivery at the address of its Registered Agent, as it may change from time to time, which notice complies as to the Board of Directors meetings and to regular and special meetings of the Directors and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "II" member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy or program to be implemented by the Board, any committee, or the Association. The Class "II" member and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class "II" member shall have and is hereby granted a veto power over any such action, policy, or program authorized by any committee or Board or the Association or any individual member of the Association if Board, committee, or Association approval is necessary for said action. This veto may be exercised by providing to the Association a notice of veto by certified mail, return receipt requested to the Registered Agent of the Association or any officer or Board member thereof within ten (10) days following the meeting held pursuant to the terms and provisions hereof.

6. ARCHITECTURAL CONTROL COMMITTEE:

A. Except for original and initial construction and subsequent modification of

improvements by the Declarant on any Lot which such construction is and shall be exempt from the provisions of this provision, no building, wall, fence, landscaping, berm or hedge which act as a fence or privacy inducing structure, pier, dock, ornamentation, or other structure or improvements of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Committee have been approved in writing by the Architectural Control Committee. Each building, wall, fence or other structure or improvements of any nature, together with any ornamentation or landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee deem sufficient. Any change in the appearance of any building, wall, fence or other structure or improvements and any change in the appearance of the landscaping (excepting the planting of flowers and shrubs indigenous to the area), shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

B. Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the owner of the Lot a response stating whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plan shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate and the thirty (30) day time period for response shall only commence upon the receipt of the requested additional information. Conditional approvals may be granted and if approval with conditions is granted and thereafter construction begins, the construction shall be deemed approved by the owner of the Lot of the conditions imposed.

C. Refusal of approval of plans, specifications and plot plans or any of them may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. The Architectural Control Committee shall make the following affirmative findings before any plans are approved:

(1) That the improvements sought to be constructed will not have a negative economic impact on any other Lot within the subdivision.

(2) That all required specific buildings standards and other conditions contained within the Restrictive Covenants, By Laws and other subdivision documents have been met.

(3) That the improvements are architecturally compatible with proposed or constructed improvements on other Lots within the subdivision.

(4) That the natural features of the Lot have been retained to the maximum extent possible.

D. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed.

E. Until such time as the sale of the last numbered Lot in the subject property is evidenced by the recordation of a deed therefore, all rights, privilege, powers and authority granted herein to the initial Architectural Control Committee, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by the Declarant, its successors or assigns. The Declarant may assign its powers hereunder to an Architectural Control Committee, but so long as Class II membership shall exist, the Declarant shall appoint a majority of the Architectural Board. Thereafter, all representatives shall be appointed by the Board of Directors of the Association. Except as set out above, the Architectural Control Committee shall be composed of three (3) owners appointed by the Board and shall serve at the pleasure of the Board.

F. A majority of the Architectural Control Committee may take any action said Committee is empowered to take, may designate a representative to act for the Architectural Control Committee, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Control Committee, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee may establish a fee to cover the expense of reviewing plans and related data at the time plans are submitted for review in order to compensate any consulting architects, landscape architects, urban designers or attorneys.

G. Any Owner may appeal the decision of the Architectural Committee provided that all parties involved comply with the decision of the Architectural Committee until such time, if any, as the Board of Directors amends, or reverses the Architectural Committee's decision. Appeals petitions must be legibly written, state the grounds for appeal and be submitted to the Board of Directors within thirty (30) days of the decision of the Architectural Committee. The Board of Directors shall act upon the appeal by amending, reversing or confirming the decision of the Architectural Committee within thirty (30) days of receipt of the petition. The Board of Directors' decision shall be by majority vote. Any owner must exhaust this avenue of appeal prior to resorting to a court of law or equity for relief.

H. Submissions for approval may be made to the Architectural Control Committee c/o the Association to any of the following:

(1) the address to which an owner is directed to send assessments or dues as appears on the most recent billing statement,

(2) the address of the Association Registered Agent as it is listed in the Office of the Secretary of State, or

(3) at such address as may be provided in writing (on the letterhead of the Association and signed by the managing agent or officer of the Association) to the applicant upon request for instructions regarding submission.

7. ASSESSMENTS: (MF)

A. Purpose of Assessments:

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the owners in the Properties and for capital improvements and maintenance of the common areas and any improvements thereon.

In addition to the common areas, such assessments shall be used for the maintenance of any multi family structure as set out elsewhere.

B. Creation of the Lien and Personal Obligations of Assessment: The Declarant, for each Lot owned within the Properties, hereby covenants, 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;

(2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;

(3) to the appropriate governmental taxing authority, a pro rata share of ad valorem taxes levied against the Common Area if the Association shall default in the payment therefor for a period of six (6) months, all as hereinafter provided.

The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs, and reasonable attorneys' fees (as provided in North Carolina General Statutes Section 6-21.2) incurred by the Association in collecting delinquent assessments shall also be the personal obligation of the person or entity who was the Owner at the time when the assessment became due. The obligation of an Owner for delinquent assessments shall not pass to his successors or assigns in title.

C. Minimum Annual Assessment: The Initial Annual Assessment shall be \$175.00 per year for the calendar year 2006. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or the Association may increase the Annual Assessment for the calendar year 2007 to an amount not to exceed \$225.00 per year. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or the Association may increase the Annual Assessment for the calendar year 2008 to an amount not to exceed \$275.00 per year. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or the Association may increase the Annual Assessment for the calendar year 2009 to an amount not to exceed \$325.00 per year. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or the Association may increase the Annual Assessment for the calendar year 2010 to an amount not to exceed \$375.00 per year. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or the Association may increase the Annual Assessment for the calendar year 2011 to an amount not to exceed \$425.00 per year. Assessments shall commence beginning the first day of the month following conveyance of the Common Area to the Homeowner's Association. So long as Class II Membership exists, the Declarant shall pay no assessments but shall be responsible for any deficit in the operating, including reserves based upon expected lives of items for which reserved, but not including shortfalls caused by nonpayment of assessments by other members or extraordinary expenditures.

The Owner of each Lot upon which there has been completed a structure shall be obligated to pay the full amount of the assessment. For the purposes of this paragraph, "completed" structures shall mean a structure which has actually tapped into any water or wastewater treatment system or has had provided to it either such service by private means. The Owner of a Lot upon which construction is not complete shall pay only one-half ($\frac{1}{2}$) the annual assessment but be fully obligated to pay in full any other assessments or taxes levied against the Lot. The determination of "completion" shall be made by the Association on the first day of January and the first day of July of each year and shall be binding for the remainder of the six (6) month period as to that Lot.

D. Collection of Assessments:

(1) The first pro rata payment of the balance of the current year assessment shall be due and payable beginning the first day of the month following conveyance of the common area to the Homeowner's Association. In addition thereto, at closing, the Declarant or Association may assess and may, from time to time, cause to be collected from the purchaser, an amount equal to two-twelfths ($\frac{2}{12}$) of the then current minimum annual assessment for said Lot and an amount equal to the Purchaser's pro rata share of the next due annual insurance premium payable by the Association. This shall be used for the sole purpose and use as a working capital fund.

The Board of Directors shall fix the amount of the assessment against each Lot at least thirty (30) days in advance of the 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 of the Association and the Board of Directors shall have the authority to require the assessment to be paid in pro-rata monthly installments, quarterly and semi-annually as well as annually. 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.

(2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than 15 percent above the maximum assessment for the previous year without a vote of the membership.

(3) 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 fifteen percent (15%) by a vote of fifty-one percent (51%) of members of each class who are voting in person or by proxy, at a meeting duly called for this purpose. Except, however, increases attributable solely to increases in insurance premiums, uninsured losses or deductibles, and the annexation of new areas, including new Common Areas, shall not be subject to this limitation.

E. **Special Assessments:** In addition to the annual assessments authorized above, the Association Board may levy, in any assessment year, a special assessment applicable to that year only for any purpose. Any such assessment for any use other than insurance premiums, any uninsured loss or insurance deductibles, shall have the assent of fifty-one percent (51%) of the votes of the members of each class who are voting in person or by proxy at a meeting duly called for this purpose. Special Assessments for insurance premiums, any uninsured loss, or insurance deductibles, shall not be limited by member approval.

F. **Remedies for Non-Payment of Assessments:** Any assessment which are not paid when due shall be delinquent. The assessment shall bear interest from the due date at the rate established by the Board of Directors of the Association, or if not set by the Board, at the highest rate allowed by law, together with such late fees as may be set by the Board. The Association shall file a lien of record against any Lot where there remains an assessment unpaid for a period of thirty (30) days or longer. Said lien shall be filed in the office of the clerk of superior court of Onslow County in a manner provided therefor by Article 8 of Chapter 44 of the North Carolina General Statutes. No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Area or abandonment of his dwelling unit or site.

The Association may bring an action at law against the Owner personally obligated to pay any assessments and interest. Costs and reasonable attorneys' fees for the prosecution of any such action shall be added to the amount of such assessment. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event, the Association shall collect on such judgment in such manner and to the extent provided and permitted by the laws of the State of North Carolina.

The Association's lien may be foreclosed in like manner as a mortgage on real estate under power of sale under Chapter 45 of the North Carolina General Statutes. All fees, charges, late charges, fines, and interest are enforceable as assessments.

In any foreclosure action brought under the power of sale provisions, the Association shall be deemed to be the holder and Owner of the obligation secured by this Declaration. The Registered Agent of the Association shall be the Trustee for all purposes of the foreclosure proceeding and the Association shall have the power to appoint a substitute trustee if for any reason the Association desires to replace the trustee, and the said substitute trustee shall succeed to all rights, powers and duties thereof. The Association shall request of the trustee to sell the land subject to the lien at public action for cash, after having first given such notice and advertising the time and place of such sale in such manner as may then be provided by law for mortgages and deeds of trust, and upon such and resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey to the purchaser in as full and ample manner as authorized by Chapter 45. The Trustee shall be authorized to retain an attorney to represent him in such proceedings. The proceeds of the Sale shall, after the Trustee retains his commission, together with any addition attorney's fees incurred by the Trustee, be applied to the costs of the sale, including but no limited to costs of collection, taxes, assessment, costs of recording, service fees, and incidental expenditures, the amount due on any note secured by the property, and any advancements made by the Association in the protection of the security.

G. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any 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 assessment as to payments which become 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.

8. GENERAL RESTRICTIONS:

A. Residential Use (MF): As to that property designated as "Project Property or Area" and set out in Exhibit A-1, all Lots shall be used exclusively for residential purposes of a single family (which may be part of a multi unit building and which may include separate living quarters for one or more members of the Owners' family or relative), except that any Lot may be used by the Declarant for a street or roadway. No business, trade, garage sale, moving sale, rummage sale, or similar activity shall be conducted upon a Lot without the prior written consent of the Board.

An Owner or occupant residing in a dwelling on a Lot may conduct business activities within the dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (ii) the business activity conforms to all zoning requirements for the Lot; (iii) the business activity does not involve regular visitation of the dwelling or Lot by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the subdivision; and (iv) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the subdivision, as may be determined in the sole discretion of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include,

without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required. The leasing of a dwelling or Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Lots which it owns within the subdivision.

Notwithstanding the above, any additions to the Project property in the Development Area may be used for other such purposes as may be set out and/or limited in a Supplemental Declaration.

B. Allowable/Prohibited Structure (MF): As to that property designated as "Project Property or Area" and set out in Exhibit A-1, no structure shall be erected, altered, placed or permitted to remain on any Lot other than a single, one family dwelling (which may be part of a multi unit building) not to exceed three stories in height, (which may include separate living quarters for one or more members of the Owners' family or relative), a private garage which may contain living quarters for occupancy by domestic servants of the Lot occupant only, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. Each multi family dwelling shall contain a minimum of 800 square feet of enclosed space for a one story dwelling. If a two story dwelling, the first or ground floor of each multi family dwelling shall contain a minimum of 450 square feet of enclosed space and not less than 900 total square feet of enclosed space. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for sales/rental purposes.

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 temporary or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly and which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of any manufactured home as defined in NCGS 143-145 and any structure for which a "Label of Compliance" as defined in NCGS 143-145 is issued, including but not limited to those structures which are generally referred to as mobile homes, trailers, relocatable houses, or similar type structures on the property.

"Modular construction" of walls, floor systems, roof trusses and other portions of the structure shall be permitted providing that it is a full floor joist system not supported by chassis or steel frame. Fabrication shall not be limited to the building Lot.

This covenant shall not be construed as prohibiting the use of such a structure as a sales/rental model or office or construction site facility.

C. Nuisances: No noxious, offensive, or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. No automobile, other vehicle(s), motorcycle(s) or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage. Declarant, or Association, its successors or assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easement, but shall be under no obligation to do so. The Declarant or Association may contract for, and assess to Owner, any maintenance necessary to enforce his covenant.

D. Animals: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not exceed 50 pounds in weight and are not kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any Lot or in any dwelling.

E. Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be burned or disposed of on any Lot and shall be kept except in sanitary containers approved by the Architectural Committee. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the Architectural Committee and, in any event, shall be kept in an enclosed area not subject to view from any person, from any direction. The Declarant and Association reserves the right for itself, its successors and assigns, to contract for garbage collection services for each Lot in the subdivision and the Lot Owner shall be responsible for the payment of such garbage services to the company providing the same, or the Association may make such a common expense or expense to a particular Owner.

F. Exterior Lights: All light bulbs or other lights installed in any fixture located on the exterior of any dwelling, building or other structure located on any Lot shall be clear or white lights or bulbs. No mercury vapor or similar wide area lighting similar to street lights shall be allowed without prior Architectural Committee approval.

G. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street

property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

H. Mailboxes: Multiple unit mailboxes may be constructed by the Declarant for the use of a number of Owners within certain areas as determined by the Declarant and postal service. Thereafter, no mailboxes shall be installed on any Lot or common area without first obtaining approval by the Architectural Control Committee. Application shall be made thereafter to the Architectural Control Committee prior to installation or replacement for approval as to the style, design, color and location. By accepting a deed to any subject property, Owner gives the Architectural Control Committee the right to remove any nonapproved mailbox in a reasonable manner; all costs for same shall be paid by Owner, and all damages against the Architectural Control Committee are waived.

I. Signs: No sign, billboard, or other advertising of any kind, including without limitation "professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, right of way or Common Area save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Architectural Committee is not required prior to the display of such signs, the Architectural Committee may itself remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under paragraph 6 of this Declaration. A valid easement shall exist on any Lot for such removal by the Architectural Committee or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon a Lot during the period of the construction of a residential dwelling on the Lot but must be immediately removed upon final completion of such construction. Notwithstanding the above, any additions to the Project Property in the Development area may be further limited in regard to signs, billboards or advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

J. Antennas: There shall be no exterior antennas of any kind for receiving and/or sending of T.V., radio or other signals unless same have first been approved by the Architectural Committee.

K. Driveways/Parking: All vehicles shall be parked only on or at spaces designated by the Declarant or Association. No parking shall be allowed on any portion of a Lot. On street parking is prohibited except for temporary, short gatherings. The Association may designate additional parking spaces from time to time and further regulate parking from time to time.

L. Vehicles, Boats, Storage, Travel Trailers, etc: No vehicle without current inspection sticker, vehicle over 7100 pounds empty weight, motor homes, boat, trailer, or bus shall be parked overnight on any Lot. Nothing shall be stored outside of the residence except in places designated

as appropriate by the Association. On street parking is prohibited except for temporary gatherings of less than one day's duration and may be regulated by the Association.

M. Window Appearance: All draperies or other window dressings in each dwelling unit shall be white or off white or in lieu thereof shall have a white lining.

N. Trees: Except as to development or construction by Declarant, or as may be approved by the Architectural Committee, no tree 4 inches in diameter at any location on said tree or ten feet (10') in height shall be cut, removed or intentionally damaged on any Lot unless first approved by Architectural Committee.

O. Swimming pools: Outdoor swimming pools, hot tubs, jacuzzis, and other similar facilities may be located on a Lot only after the Architectural Committee approval, and shall be screened and fenced. All such improvements shall be subject to approval of and compliance with all governmental laws and regulations.

P. Clotheslines: Exterior clotheslines shall be prohibited.

Q. Fence Minimum Requirements: Architectural review requirements must be met prior to construction of any fence. Prior to any Architectural approval, the Owner shall waive his right to have the Association maintain the grounds and landscaping contained within the fence. The Association shall retain the right, however, and any fence construction shall be subject to the right of the Association to remove the fence in the event the Owner fails to maintain the grounds and landscaping contained within the fence. No fences over six (6) feet in height shall be constructed on any Lot. The term fence shall include but not be limited to, a wall, fence, landscaping, berm, or hedge which act as a fence or privacy or security inducing structure.

R. Termite Contracts Required: Every Owner shall initiate and maintain a termite inspection and repair contract on the Owner's structure. The said contract shall provide for an annual inspection and shall provide for repair of the structure in the event of damage by termites. The Owner shall cause a copy of the contract and the renewal thereof to be provided to the Association Treasurer at least annually and upon request of by the Association. The Association reserves the right to subject any Lot to a termite contract and assess the cost thereof against the Lot for which the contract is provided, or alternatively, the Association may contract for a termite contract on all of the units as a common expense.

S. Rental of Units: Owners may lease their units, but provided, however that any lessee shall be bound by the applicable restrictions contained in this Declaration, By Laws and by rules and regulations enacted by the Association, and by such reasonable restrictions on such rentals as may be adopted by the said Board of Directors. The Board of Directors shall have the right to limit or prohibit the rights of the Owners to use recreation facilities during the period of rental to non Owners.

By his acceptance of a deed of his unit, each unit Owner empowers the Association or its designee, as his attorney in fact, to bring a proceeding in summary ejectment to remove any tenant who is in violation of the provisions of this Declaration, the By-Laws, or any rules and regulations adopted by the Board of Directors pursuant thereto. If leased, a unit must be leased in its entirety, and may not be subdivided for this purpose. Nothing contained herein shall be construed, nor shall the Board of Directors be empowered to create a rental pool, to require the employment of an exclusive rental agent, to fix rental rates, or to require that units be made available for rent. All leases shall provide a minimum effective lease term of thirty (30) days without provisions for early termination, and a copy of any rental management agreement and all leases shall be provided to the Association.

The Association shall specifically have the powers to adopt policies, and rules and regulations to implement policies, relating to rental by Owners of units to non Owners, either by Owners directly or by rental agents, and the use of the common facilities by non Owners, including but not limited to, the regulation of pets, trash pickup, access to common areas, the number of occupants of a unit, the number of vehicles permitted to be parked and where such vehicles may be parked, the hours of use of the pool (or other common facilities), the number of pool guests allowed who are non Owners, the establishment of fees payable by Owners or non Owners to offset the cost of providing pool, parking or other passes or identification for non Owners, or other administrative costs associated with non Owners. The Board of Directors shall have the right to limit or prohibit the rights of the Owners to use recreation facilities during the period of rental to non Owners.

T. Stormwater Runoff: General Provisions:

(a) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 040514, as issued by the Division of Water Quality under NCAC 2H.1000.

(b) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

(c) These covenants are to run with the land and be binding on all persons and parties claiming under them.

(d) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

(e) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State of North Carolina, Division of Water Quality.

(f) The runoff from all built-upon area on the project must be directed into the permitted stormwater control system.

(g) Built upon area in excess of the permitted amount will require a permit modification.

Special Provisions (1): In addition to the above, the following restrictions shall apply:

(a) The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number 040514, as issued by the Division of Water Quality under NCAC 2H.1000.

(b) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

(c) These covenants are to run with the land and be binding on all persons and parties claiming under them.

(d) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

(e) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State.

For High Density Residential Subdivisions (In addition to the above paragraphs):

(a) All runoff from the built-upon area on the Lot must drain into the permitted system. This may be accomplished through providing roof drain gutters which drain to the street; grading the Lot to drain toward the street, or grading perimeter swales to collect Lot runoff and directing them into the stormwater system or into the street. Lots that will naturally drain into the system are not required to provide these additional measures.

Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors and assigns.

8.1 MULTI-FAMILY DWELLING SPECIAL PROVISIONS:

A. Conveyance of Multi-Family Unit:

Regardless of any provision in these restrictive covenants to the contrary, nothing shall prohibit or prevent the conveyance of a part or portion of any Lot in order to convey one separate living quarters residence of a multi family dwelling.

B. Party Walls:

(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 between the separate living quarters of a multi family dwelling shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Paragraph 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.

(2) Sharing of Repair and Maintenance: The costs of reasonable repair and maintenance of a party wall shall be shared by the Owner who makes use of the wall in proportion to such use.

(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 Owner to call for a larger

contribution for the others under any rule of law regarding liability for negligent or willful acts or omissions.

(4) Weatherproofing: Notwithstanding any other provisions 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.

(5) Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title.

(6) Dispute Resolution:

(a) In the event of any dispute between Owners arising or concerning maintenance or repair, a party wall, or under any other provisions of the Restrictive Covenants, any Owner shall notify the Association Board of Directors. The Board of Directors shall thereafter resolve the dispute, and the decision shall be binding on the Owners of the units in the building. Alternatively, or in the event the Board cannot resolve the dispute or becomes deadlocked, then the Board will choose an arbitrator whose decision shall be binding on the unit Owners of the units in the building.

(b) Arbitration. Any controversy that shall be submitted to arbitration shall be determined and settled by an independent disinterested person [hereinafter "independent arbitrator"] appointed by the Board, and such independent arbitrator shall resolve the controversy in accordance with the terms of the Uniform Arbitration Act, currently codified in North Carolina General Statute, Articles 45A, §1-567.1 et seq or any successor statutes. The controversy as so determined shall be binding on the parties. The cost of the arbitration shall be borne equally by the parties, except that each party will pay the costs of its legal counsel and the costs of expert witnesses. The place of arbitration shall be Jacksonville, North Carolina.

8.2 MAINTENANCE OF MULTI-FAMILY STRUCTURES:

The exterior maintenance and repair shall be provided by the Owner of each Lot. In the event any Owner fails to maintain or repair his Lot and building thereon the Association shall have the right to provide notice of the Owner's duty to maintain and repair and designate specific items to be maintained and repaired. If such maintenance or repair is not completed within fifteen (15) days from the notice, then upon a meeting of the Board, if the Board deems that the maintenance or repair should be undertaken, then the Association shall have the right to so undertake. The Association shall not have, however, any obligation to undertake any such maintenance or repair. The costs of the maintenance or repair shall be an assessment payable by the Owner and against the Lot maintained or repaired collectable as any other assessment.

General rules of law shall apply regarding liability for property damage due to negligence or willful acts or omissions and all such costs shall be allocated in relation to the person who would be responsible for repair in the absence of the duty of the Association to maintain.

8.3. WETLANDS AND CONSERVATION SPECIAL PROVISIONS:

A. Compliance with Wetlands Regulations: The property subject to this Declaration is subject to a Conservation Declaration recorded in Book 2212, Page 496, Onslow County Registry. It shall be the responsibility of each owner, prior to alteration of any lot, to determine if any Lot shall have been determined to meet the requirements for designation as a regulatory wetland. Any subsequent fill or alteration of this wetland shall conform to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of this deed restriction is to prevent additional wetland fill, so the property Owner should not assume that a future application for fill will be approved. The property Owner shall report the name of the subdivision, in any application pertaining to wetland rules. This covenant is intended to insure the continued compliance with wetland rules adopted by the State of North Carolina therefore benefits may be enforced by the state of North Carolina. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them.

B. Conservation Areas: The areas shown on that plat recorded in Map Book 46, Page 1, as conservation areas shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- (1) fill, grade, excavate or perform any other land disturbing activities
- (2) cut, mow, burn, remove, or harm any vegetation
- (3) construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures
- (4) drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area
- (5) dump or store soil, trash, or other waste
- (6) graze or water animals, or use for any agricultural or horticultural purpose

This covenant is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID 200301016, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owner, and all parties claiming under it.

9. STREET LIGHTING AGREEMENT: The Declarant and Association reserves the right to subject the real property to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company or Association by the Owner of Lot.

10. RESTRICTION ON FURTHER SUBDIVISION:

No Lot which has been designated as such by Declarant by either recorded plat or by Supplemental Declaration shall be further subdivided or separated into smaller Lots, without the prior written consent of the Association. This restriction shall not apply, however, to Declarant.

11. EASEMENTS: (MF)

A. Easements: There is hereby reserved by the Declarant, its successors and assigns, and for the benefit of the Association, the easements, for utility, sight and buffer areas as well as any other easements, as shown on the recorded plats of the Parcels or included within the Supplemental Declarations pertaining to the Parcels. Said easements may be used for the purposes shown on the plat and, in addition thereto, ingress, egress and regress and for the purpose of installing, maintaining, repairing and replacing all utility service lines and systems including, but in no way limited to, those for water, sewer, gas, telephone, electricity and cable television.

In addition to the above, there is hereby reserved for the benefit of each Owner and the Association, an easement over each parcel or Lot of each other Owner a blanket easement and right of way on, over and under the ground within a parcel or Lot for the purpose of installing, maintaining, repairing and replacing all utility service lines and systems including, but in no way limited to, those for water, sewer, gas, telephone, electricity, cable television and garbage or refuse collection and pick up.

In addition to the above, there is hereby reserved for the benefit of the Association, an easement over each parcel or Lot which may be enclosed by a fence a blanket easement and right of way on and over the ground within a parcel or Lot for the purpose of ingress, egress and regress for the purpose of maintenance on any Lot and for the purpose of maintaining the grounds and landscaping which may be enclosed by a fence.

B. Easement to Correct Drainage: For a period of two (2) years from the date of conveyance of the first Lot in a Parcel, the Declarant reserves a blanket easement and right of way on, over and under the ground within a Parcel to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary. Following such action the Declarant shall restore the affected property to its original condition as near as practical. The Declarant shall give reasonable notice of its intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. At the expiration of such two year period, said easement to correct drainage shall automatically be held by the Association.

C. Encroachments: In the event any portion of a Common Area encroaches upon any Living Unit or any Living Unit encroaches on a Common Area as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

D. Association Maintenance: The Board of Directors of the Association and the Architectural Board, acting through the Association, 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 be necessary for maintenance.

E. Common Areas: Easements are also reserved over those portions of the Common Areas, if any, that may be necessary or required to accommodate overhanging eaves or other cantilevered construction which may encroach upon the common area or the air and light space above such common area.

F. Grant to Others: The Declarant or Association may grant permits, licenses, and easements over any common area or utility easement reserved elsewhere for utilities, roads or other purposes reasonably necessary or useful for the Project maintenance or operation of the Project.

12. VARIANCES:

A. The Association may allow reasonable variances and adjustments of the restrictions set forth in this Declaration and as set forth on any recorded plat in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that any such variance granted must be done in conformity with the intent and purposes of the general development scheme and provided also that in every instance such variance or adjustment shall not materially be detrimental or injurious to other property or improvements within the Properties.

B. VA OR FHA APPROVALS: So long as there exists a Class II membership, the following actions will require the prior approval of the VA or FHA: Annexation of additional properties, (other than set out in Exhibit A or A-1) dedication of common areas, amendment to the Declaration.

13. COMPLIANCE, ENFORCEMENT AND REMEDIES.

A. Default and Remedies. A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Declaration, the Association Bylaws, the Association Articles of Incorporation, or the rules and regulations, as the same may be amended from time to time, by any Owner or Occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties as set in the Bylaws, sums due for damages, an injunction, or any combination thereof, which relief may be sought by the Association, an aggrieved Owner, or by any person or class of persons adversely affected. Also, if any Owner fails to perform any obligation under the Declaration, the Bylaws, the Articles of Incorporation or such rules and regulations, then the Association may, but is not obligated to, perform the same for the Owner's account, and for such purpose may enter upon his Lot or dwelling, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may collect all such sums against the Lot owned by such defaulting Owner.

B. Suspension of Rights. The Association also shall be entitled to suspend the right of a defaulting Lot Owner to vote as a member of the Association until the default is cured and may suspend the voting rights of and right to use of the recreational facilities of a Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice of hearing as set forth in the By Laws, for infraction of published rules and regulations; but provided, however, that the right of an Owner to ingress to and egress from his Lot shall not be impaired;

C. Remedy of Abatement in Additional to Other Remedies. In the event an Owner fails to effect the cure specified by the Board where the default is a structure, thing, or condition existing in or on the premises of the Owner's Lot, the Board, or its duly authorized representative, shall have the right to enter upon the premises of the Owner's Lot in which, on which, or as to which, such default exists, and summarily to abate and remove, at the defaulting Owner's expense (and collect the costs as if an assessment), the structure, thing, or condition constituting the default, and the Board, the Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

D. Injunction. The Association, an aggrieved Owner, or by any person or class of persons adversely affected, is entitled to seek relief for any such default or failure and may obtain a temporary restraining order, injunction or similar relief, without first using the procedure established herein, if such default or failure creates an emergency or a situation dangerous to persons or property.

E. Fine. Any Owner who shall violate the Declaration, By-laws, the articles or the Rules and Regulations may be fined in an amount as set out in the By Laws for each day of such violation. Such fine shall be enforced and collected as an assessment. Prior to the implementation of any fine, or the suspension of voting rights for the infraction of published rules and regulations, a hearing shall be conducted pursuant to the procedure set out in the By Laws.

F. Recovery of Attorneys' Fees and Costs. In any proceeding arising because of an alleged default by an Owner, the person, class of persons or Association bringing an action against an alleged defaulting Owner shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees and costs as may be allowed by the Court, with interest thereon at the highest rate allowed by law.

G. Non Waiver. The failure of the Association or of any Owner thereof to enforce any terms, provision, right, covenants or condition that may be granted by the Declaration, these Bylaws, the Articles, the rules and regulations, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or an Owner or other person to enforce such term, provision, right, covenants, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

H. Recovery of Fines and Expenditures. Any fine, costs or expenses hereunder shall be recovered by the Association as if an assessment lien.

13.1 REMEDIES EXTENDED TO THE STATE OF NORTH CAROLINA: To ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an Owner or the Association. The State of North Carolina is specifically made a beneficiary of these covenants.

14. RIGHTS OF MORTGAGEES:

A holder or insurer of a mortgage, upon written request to the Association (such request to state the name and address of such holder or insurer and the description of secured properties) will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot upon which it holds a mortgage.

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

(d) Any proposed amendment to the project instruments effecting a change in the boundaries of any Lot, ownership of Common Elements, if any, the number of votes in the Association pertaining to any Lot or any proposed change in the restrictions on the properties.

15. INSURANCE:

A. Common Areas:

The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its members or agents. The public liability policy shall have at least a One Million and no/100 (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million and no/100 (\$3,000,000.00) Dollar limit per occurrence, and a Five Hundred Thousand and no/100 (\$500,000.00) Dollar minimum property damage limit.

Premiums for all insurance on the Common Area shall be common expenses of the Association. This policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total. Cost of insurance coverage obtained by the Association for the Common Area shall be included in the regular assessment.

B. Individual Multi Family Units (Townhomes/Condominiums):

By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry homeowners or fire insurance policy which shall include public liability and blanket all-risk casualty insurance on his Unit(s) and structures constructed thereon. Owner shall provide a copy of the Declaration page of the policy to Association at such time(s) as the Association may direct. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures situate upon his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed, Owner shall elect whether to rebuild within sixty (60) days of the loss. If Owner determines not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris within ninety (90) days of loss and return it to substantially the natural state in which it existed prior to the beginning of construction. If Owner fails to so clear the Lot within ninety (90) days of the loss, the Declarant or Association may do so and the cost shall be assessed against the Owner of the Lot.

16. AMENDMENT:

A. Declarant may amend this Declaration in accordance with this Declaration to add additional property to this Declaration.

B. These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided Lot or part thereof during the first twenty (20) year period by written document executed by the Declarants or their successors in title and by the Owner of not less than ninety percent (90%) of the subdivided Lots or parts of said subdivision to which these restrictions apply, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided Lot or part thereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the office of the Register of Deeds of the County in which this Declaration is recorded.

C. So long as there exists a Class II membership, the following actions will require the prior approval of the VA or FHA: Annexation of additional properties, (other than set out in Exhibit A or A-1) dedication of common areas, amendment to the Declaration.

17. DECLARANT'S RIGHTS:

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the county in which this Declaration is recorded. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit A in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, successors and assigns, may be reasonably required, convenient, or incidental to the sale, re-sale, or rental of such Lots, including, but not limited to, business offices, signs, model units, and sales/rental offices. The Declarant shall have an easement for access to such facilities and activities shall include specifically the right to use residences owned by the Declarant, if any, and any which may be owned by the Association.

The Declarant shall have the rights (i) to use or grant the use of a portion of the Common Area for the purpose of aiding in the sale, or rental, or management of Lots; (ii) to use portions of the Property for parking for prospective purchasers or lessees of Lots and such other parties as the Declarant determines; (iii) to erect and display signs, billboards and placards and store and keep the same on the property; (iv) to distribute audio and visual promotional material upon the Common Area; and (v) to use or permit to be used any Lot which it owns or leases as a sales and/or rental office, management office or laundry and maintenance facility.

So long as Declarant continues to have rights under this paragraph, no person or entity shall record any declaration of restrictions and protective covenants or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of restrictions and protective covenants or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This provision may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this provision shall terminate upon the earlier of (a) fifteen (15) years from the date this Declaration is recorded, or (b) the end of Class II membership.

18. GENERAL PROVISIONS:

A. Duration: The covenants and restrictions set forth herein shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive ten (10) year periods unless otherwise terminated by a vote of eighty per cent (80%) of the then record Owners of all Lots within the Properties.

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

C. Captions: The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration.

D. Construction: Whenever the context so requires, the use herein of any gender shall be deemed to include the plural and the plural shall include the singular.

E. Litigation: No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the membership and a majority of the Board of Directors. This Section shall not apply, however to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of personal assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the Declarant or is approved by the percentage votes and pursuant to the same procedures necessary to institute proceedings as provided above.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

By: Michael G. Tuton
MICHAEL G. TUTON, Manager

Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

Date: April 21, 2006

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby, Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: 9-19-2010

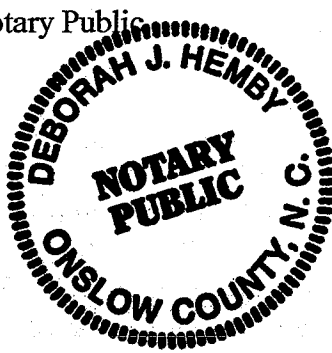


EXHIBIT A (DEVELOPMENT AREA)

TRACT I:

Being all of that certain tract or parcel of land containing 100.19, acres more or less, as it is shown on that map prepared by Cyrus Alan Bell, Registered Land Surveyor, dated September 10, 1997, and identified by the following legend: "BOUNDARY SURVEY FOR: WEYERHAEUSER REAL ESTATE COMPANY PORTION OF ONSLOW 20". This map is duly of record in the Office of the Register of Deeds of Onslow County in Map Book 35, Page 154, Slide J-661, Onslow County Registry and reference is hereby made to said map for a more complete and accurate description of this property.

TRACT II:


All of that certain tract of parcel of land containing 389.1 acres, more or less, as it is shown on that map prepared by Cyrus Alan Bell, Registered Land Surveyor, dated April 15, 1999, and identified by the following legend: "Boundary Survey for: Weyerhaeuser Real Estate Company Portion of Onslow 20 South Side N.C.S.R. 1324". This map is duly of record in the Office of the Register of Deeds of Onslow County in Map Book 38, Page 202, Slide K-428, Onslow County Registry and reference is hereby made to said map for a more complete and accurate description of this property.

EXHIBIT A-1 (PROJECT AREA)

BEING all of that property as shown on that plat entitled "FINAL PLAT THE VILLAGE AT CAROLINA FOREST, PHASE I" as recorded in Map Book 49, Page 210, of the Onslow County Public Registry.

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rev fwe\dh040406\041806
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Doc ID: 001133810003 Type: CRP
 Recorded: 07/28/2008 at 10:14:15 AM
 Fee Amt: \$20.00 Page 1 of 3
 Onslow County, NC
 Mildred M Thomas Register of Deeds
 BK **2703** PG **215-217**

Prepared by: FRANK W. ERWIN, ATTORNEY
 825 Gum Branch Road, Suite 115
 Jacksonville, N.C. 28540

**THE VILLAGE AT CAROLINA FOREST
 THE VILLAGE AT CAROLINA FOREST
 COMMUNITY SERVICES ASSOCIATION, INC.
 CAROLINA FOREST DEVELOPERS, LLC**

NORTH CAROLINA

AMENDED RESTRICTIVE COVENANTS

ONSLOW COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 21st day of JULY, 2006, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, Onslow County Registry; and

AND WHEREAS, prior to sale of any lots in the property subject to the said Restrictive Covenants, and pursuant to Paragraph 16 (B) thereof, the Declarant wishes to amend the Restrictive Covenants as set out herein;

NOW, THEREFORE, the Declarants do hereby amend the aforesaid Restrictive Covenants recorded in Book 2640, Page 280, Onslow County Registry, by deleting the provisions of paragraph

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
 825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

7 (C) [Minimum Annual Assessment] and 7 (D) [Collection of Assessment] thereof and by inserting in lieu thereof, the following language:

C. Minimum Annual Assessment: The Initial Annual Assessment shall be \$175.00 per year for the calendar year 2006. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or the Association may increase the Annual Assessment for the calendar year 2007 to an amount not to exceed \$225.00 per year. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or the Association may increase the Annual Assessment for the calendar year 2008 to an amount not to exceed \$275.00 per year. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or the Association may increase the Annual Assessment for the calendar year 2009 to an amount not to exceed ~~\$325.00~~ per year. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or the Association may increase the Annual Assessment for the calendar year 2010 to an amount not to exceed \$375.00 per year. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or the Association may increase the Annual Assessment for the calendar year 2011 to an amount not to exceed \$425.00 per year.

So long as Class II Membership exists, the Declarant shall pay no assessments but shall be responsible for any deficit in the operating, but not including shortfalls caused by nonpayment of assessments by other members or extraordinary expenditures.

D. Collection of Assessments: (1) The first pro rata payment of the balance of the current year assessment shall be due and payable beginning on the day of closing. In addition thereof, at closing the Declarant shall cause to be collected from the purchaser an amount equal to 2/12 annual assessments for said lot as a Capital Contribution. This Capital Contribution amount shall be collected and maintained in a segregated account to be transferred to the Association when it assumes management, for the sole purpose and use as a working capital fund.

(2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(3) 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 fifteen percent (15%) by a vote of fifty-one percent (51%) of members of each class who are voting in person or by proxy, at a meeting duly called for this purpose. Except, however, increases attributable solely to increases in insurance premiums, uninsured losses or deductibles, and the annexation of new areas, including new Common Areas, shall not be subject to this limitation.

Except as hereby amended, all and every term and condition of the aforesaid Restrictive Covenants recorded in Book 2640, Page 280, Onslow County Registry, are hereby ratified and affirmed.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

By: *Michael G. Tuton*
MICHAEL G. TUTON, Manager

Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

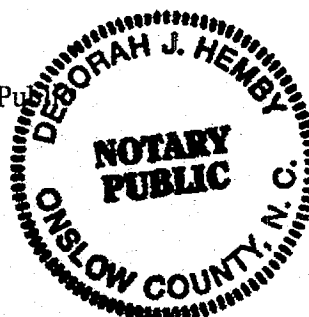
Date: July 31, 2006

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby, Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: 9-19-2010



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Doc ID: 001139780003 Type: CRP
Recorded: 08/02/2006 at 01:04:30 PM
Fee Amt: \$20.00 Page 1 of 3
Onslow County, NC
Mildred M Thomas Register of Deeds
BK **2706** PG **411-413**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

**THE VILLAGE AT CAROLINA FOREST
THE VILLAGE AT CAROLINA FOREST
COMMUNITY SERVICES ASSOCIATION, INC.
CAROLINA FOREST DEVELOPERS, LLC**

NORTH CAROLINA

AMENDED RESTRICTIVE COVENANTS

ONslow COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 2nd day of AUGUST, 2006, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, and amended in Book 2703, Page 215, Onslow County Registry; and

AND WHEREAS, prior to sale of any lots in the property subject to the said Restrictive Covenants, and pursuant to Paragraph 16 (B) thereof, the Declarant wishes to amend the Restrictive Covenants as set out herein;

NOW, THEREFORE, the Declarants do hereby amend the aforesaid Restrictive Covenants recorded in Book 2640, Page 280, and amended in Book 2703, Page 215, Onslow County Registry,

by deleting the provisions of paragraph 8 Q. (General Restrictions - Fence Minimum Requirements) thereof and by inserting in lieu thereof, the following language:

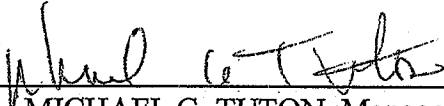
No fences shall be allowed. The term fence shall include but not be limited to, a wall, fence, landscaping, berm, or hedge which act as a fence or privacy or security inducing structure. However, an owner may construct a "privacy partition" attached to and extending rearward of the rear wall of the dwelling, but not to exceed twelve (12) feet rearward of the rear wall of the dwelling and not to exceed six (6) feet in height. Such privacy partition shall be constructed of a white vinyl material or such other material as approved by the Architectural Control Committee. Architectural review requirements must be met prior to construction of any such privacy barrier.

Except as hereby amended, all and every term and condition of the aforesaid Restrictive Covenants recorded in Book 2640, Page 280, and amended in Book 2703, Page 215, Onslow County Registry, are hereby ratified and affirmed.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

By: _____


MICHAEL G. TUTON, Manager

Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

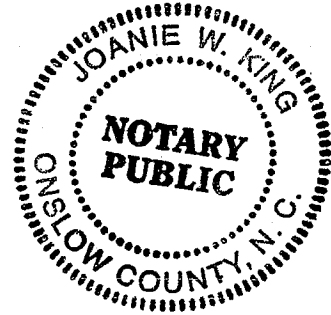
Date: 8-2-06

Joanie W. King
(Official Signature of Notary)

Joanie W. King, Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: 5-24-08



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Recorded: 08/29/2006 at 11:25:28 AM
Fee Amt: \$23.00 Page 1 of 4
Onslow County, NC
Mildred M Thomas Register of Deeds

BK 2721 PG 347-350

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

**THE VILLAGE AT CAROLINA FOREST
THE VILLAGE AT CAROLINA FOREST-PHASE III
THE VILLAGE AT CAROLINA FOREST
COMMUNITY SERVICES ASSOCIATION, INC.
CAROLINA FOREST DEVELOPERS, LLC**

NORTH CAROLINA

**AMENDED RESTRICTIVE COVENANTS
THE VILLAGE AT CAROLINA FOREST-PHASE III**

ONSWLOW COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 28 day of AUGUST, 2006, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, and amended in Book 2703, Page 215, and Book 2706, Page 411, Onslow County Registry; and

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as THE VILLAGE AT CAROLINA FOREST PHASE III; and

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as THE VILLAGE AT CAROLINA FOREST PHASE III as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described in THE VILLAGE AT CAROLINA FOREST PHASE III, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2640, Page 280, and amended in Book 2703, Page 215, and Book 2706, Page 411, Onslow County Registry. By the submission of THE VILLAGE AT CAROLINA FOREST PHASE III of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

By: Michael G. Tuton
MICHAEL G. TUTON, Manager

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "THE VILLAGE AT CAROLINA FOREST PHASE III" as recorded in Map Book 51, Page 126, Onslow County Registry.

Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

Date: 8-28-06

Joanie W King
(Official Signature of Notary)

Joanie W King, Notary Public
(Notary's printed or typed name)



(Official Seal)

My commission expires: 5-24-08

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Doc ID: 002124300004 Type: CRP
Recorded: 10/20/2006 at 10:20:34 AM
Fee Amt: \$23.00 Page 1 of 4
Onslow County, NC
Mildred M Thomas Register of Deeds
BK 2753 PG 868-871

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

**THE VILLAGE AT CAROLINA FOREST
THE VILLAGE AT CAROLINA FOREST-PHASE II
THE VILLAGE AT CAROLINA FOREST
COMMUNITY SERVICES ASSOCIATION, INC.
CAROLINA FOREST DEVELOPERS, LLC**

NORTH CAROLINA

AMENDED RESTRICTIVE COVENANTS
THE VILLAGE AT CAROLINA FOREST-PHASE II

ONslow COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 19 day of OCTOBER, 2006, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, and amended in Book 2703, Page 215; Book 2706, Page 411, and Book 2721, Page 347, Onslow County Registry; and

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540 *JWH*

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as THE VILLAGE AT CAROLINA FOREST PHASE II; and

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as THE VILLAGE AT CAROLINA FOREST PHASE II as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described in THE VILLAGE AT CAROLINA FOREST PHASE II, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

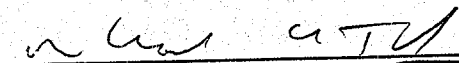
NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2640, Page 280, and amended in Book 2703, Page 215; Book 2706, Page 411, and Book 2721, Page 347, Onslow County Registry. By the submission of THE VILLAGE AT CAROLINA FOREST PHASE II of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800 *Just*
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

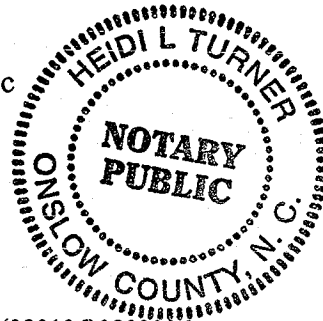
Date: 10-19-06

Heidi L. Turner
(Official Signature of Notary)

Heidi L. Turner, Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: 5/22/2008



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K:\HDC\CAROLINAFOREST\VILLAGEVILL-CARFOR-AMENDRC PH2(101806)

R11383

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT THE VILLAGE AT CAROLINA FOREST PHASE II" as recorded in Map Book 51, Page 122, Onslow County Registry.

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

#20



Doc ID: 002176350003 Type: CRP
Recorded: 11/30/2006 at 12:51:12 PM
Fee Amt: \$20.00 Page 1 of 3
Onslow County, NC
Mildred M Thomas Register of Deeds

BK **2778** PG **152-154**



Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

**THE VILLAGE AT CAROLINA FOREST
THE VILLAGE AT CAROLINA FOREST
COMMUNITY SERVICES ASSOCIATION, INC.
CAROLINA FOREST DEVELOPERS, LLC**

NORTH CAROLINA

AMENDED RESTRICTIVE COVENANTS

ONSLOW COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 1st day of NOVEMBER, 2006, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, and thereafter amended in Book 2703, Page 215; Book 2706, Page 411; Book 2721, Page 347 and Book 2753, Page 868, Onslow County Registry; and

AND WHEREAS, pursuant to Paragraph 16 (B) thereof, the Declarant wishes to amend the Restrictive Covenants as set out herein;

NOW, THEREFORE, the Declarants do hereby amend the aforesaid Restrictive Covenants recorded in Book 2640, Page 280 and any amendments thereafter recorded in the Onslow County

Registry, by deleting the provisions of paragraph 8 Q. (General Restrictions - Fence Minimum Requirements) thereof and by inserting in lieu thereof, the following language:

The term fence shall include but not be limited to, a wall, fence, landscaping, berm, or hedge which act as a fence or privacy or security inducing structure. No fences shall be allowed EXCEPT AS FOLLOWS: An owner may construct a "privacy partition" attached to and extending rearward of the rear wall of the dwelling, but not to exceed twelve (12) feet rearward of the rear wall of the dwelling and not to exceed six (6) feet in height. Such privacy partition shall be constructed of a white vinyl material or such other material as approved by the Architectural Control Committee. Architectural review requirements must be met prior to construction of any such privacy barrier. IN ADDITION, a fence shall be allowed on a lot if it does not exceed 6 feet in height and if constructed of a white vinyl, so long as the material, design and placement shall first be approved by the Architectural Control Committee. Any fence shall include a gate or access, as approved by the Architectural Control Committee, which shall provide access to the Association and any utility provider to all portions of the lot from 8 am to 5pm on weekdays. The Association shall retain the right, however, and any fence construction shall be subject to the right of the Association to remove the fence in the event the owner fails to maintain the grounds and landscaping contained within the fence. In the event the placement of any fence shall restrict the access of the Association or any utility to any other lot, the Owner hereby grants to Association or such utility an easement for ingress, egress and regress across all parts of the subject lot for the purpose of access to any other lot.

Except as hereby amended, all and every term and condition of the aforesaid Restrictive Covenants recorded in Book 2640, Page 280, and thereafter amended in the Onslow County Registry, are hereby ratified and affirmed.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

By: Michael G. Tuton
MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

Date: 11-17-06

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby, Notary Public
(Notary's printed or typed name)

Official Seal
NOTARY PUBLIC
My commission expires 9-19-2010

DAVID REESCOVIA MENDRC1(082692)
KATHY CARROLL FOREST VILLAGE VILL-CARFOR-AMENDRC3(080106)080206111606
R11383



Doc ID: 004140670004 Type: GRP
 Recorded: 11/20/2007 at 02:06:19 PM
 Fee Amt: \$23.00 Page 1 of 4
 Onslow County, NC
 Maryland K. Washington Reg. of Deeds
 BK 2978 PG 604-607

Prepared by: FRANK W. ERWIN, ATTORNEY
 825 Gum Branch Road, Suite 115
 Jacksonville, N.C. 28540

**THE VILLAGE AT CAROLINA FOREST
 THE VILLAGE AT CAROLINA FOREST-PHASE IV
 THE VILLAGE AT CAROLINA FOREST
 COMMUNITY SERVICES ASSOCIATION, INC.
 CAROLINA FOREST DEVELOPERS, LLC**

NORTH CAROLINA

**AMENDED RESTRICTIVE COVENANTS
THE VILLAGE AT CAROLINA FOREST-PHASE IV**

ONSLow COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 9th day of NOVEMBER, 2007, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, and amended in Book 2703, Page 215; Book 2706, Page 411; Book 2721, Page 347; Book 2753, Page 868, and Book 2778, Page 152, Onslow County Registry; and

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
 825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as THE VILLAGE AT CAROLINA FOREST PHASE IV; and

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as THE VILLAGE AT CAROLINA FOREST PHASE IV as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described in THE VILLAGE AT CAROLINA FOREST PHASE IV, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

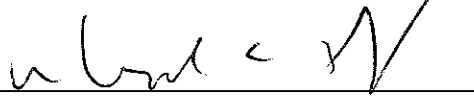
NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2640, Page 280, and amended in Book 2703, Page 215; Book 2706, Page 411 and Book 2721, Page 347; Book 2753, Page 868, and Book 2778, Page 152, Onslow County Registry. By the submission of THE VILLAGE AT CAROLINA FOREST PHASE IV of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

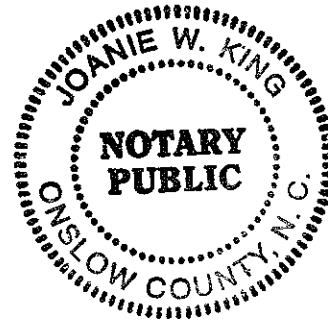
Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

Date: 11-19-07

Joanie W King
(Official Signature of Notary)

Joanie W King, Notary Public
(Notary's printed or typed name)



(Official Seal)

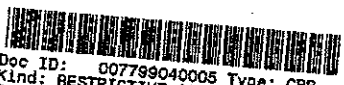
My commission expires: 5-24-08

DATA\RE\RESCOV\AMENDRC1(082692)
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K:\HDC\CAROLINA FOREST\VILLAGE\RCS\VILL-CARFOR-AMENDRC PH4(103007)
R11383

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT THE VILLAGE AT CAROLINA FOREST PHASE IV " as recorded in Map Book 54, Page 72, Onslow County Registry.




 Doc ID: 007799040005 Type: CRP
 Kind: RESTRICTIVE COVENANT
 Recorded: 01/04/2010 at 11:55:44 AM
 Fee Amt: \$28.00 Page 1 of 5
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3344 PG 340-344

Prepared by: FRANK W. ERWIN, ATTORNEY
 825 Gum Branch Road, Suite 115
 Jacksonville, N.C. 28540

THE VILLAGE AT THE GLEN AT CAROLINA FOREST
THE VILLAGE AT THE GLEN SECTION I-A AT CAROLINA FOREST
THE VILLAGE AT CAROLINA FOREST
COMMUNITY SERVICES ASSOCIATION, INC.
CAROLINA FOREST DEVELOPERS, LLC

NORTH CAROLINA

AMENDED RESTRICTIVE COVENANTS
THE VILLAGE AT THE GLEN
SECTION I-A AT CAROLINA FOREST

ONslow COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 21st day of DECEMBER, 2009, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, and amended in Book 2703, Page 215; Book 2706, Page 411; Book 2721, Page 347; Book 2753, Page 868, and Book 2778, Page 152, and Book 2978, Page 604, Onslow County Registry;

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
 825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as THE VILLAGE AT THE GLEN SECTION I-A AT CAROLINA FOREST; and

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as THE VILLAGE AT THE GLEN SECTION I-A AT CAROLINA FOREST as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described in THE VILLAGE AT THE GLEN SECTION I-A AT CAROLINA FOREST, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. **DESCRIPTION OF PROPERTY:** Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. **INCORPORATION BY REFERENCE:** All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2640, Page 280, and amended in Book 2703, Page 215; Book 2706, Page 411; Book 2721, Page 347; Book 2753, Page 868, Book 2778, Page 152, and Book 2978, Page 604, Onslow County Registry. By the submission of THE VILLAGE AT THE GLEN SECTION I-A AT CAROLINA FOREST of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

3. **ANIMALS-APPLICABLE TO EXHIBIT A PROPERTY ONLY:** Except as specifically allowed elsewhere herein, no animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that household pets may be kept provided that said pet shall not be kept for breeding or commercial purposes. Any such household pet shall not be allowed off the Lot of the Owner of said pet unless said pet is attended and on a leash. Any pet which is not kept

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. The following dog breeds shall be specifically prohibited: Rottweiler, Doberman, Mastiff, Boxer, Bulldog, Pit Bulls, Chows and wolf hybrids. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament, size and/or nature or tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot.

The Owner is responsible to pick up, remove all solid wastes of their pets and to dispose of the solid waste in an Association approved container and in such manner as directed by the Association.

In addition to the above, inherently dangerous animals shall be prohibited. "Inherently dangerous animal" means any nondomesticated animal for which evidence demonstrates that unprotected human contact with the species can result in a life threatening injury or disease to those who come in contact directly or indirectly. The following are examples of inherently dangerous animals, but shall not be deemed an exclusive listing: Bats, wolves and wolf hybrids, lions, tigers, cheetahs, jaguars, cougars, leopards, snow leopards, clouded leopards, all hyena species, all bear species, all apes, Old and New World monkeys, and prosimians, all elephant species, rhinoceroses, hippopotamus, gaur, banteng, kouprey, anoa, Cape buffalo, all Crocodilia, - all species, aHelodermatidae - all species, green anaconda, Amethystine python, African rock python, and Reticulated python and all venomous snakes.

4. STORMWATER RUNOFF APPLICABLE TO EXHIBIT A -PROJECT PROPERTY - ONLY:

(A) The property shall be subject to State Stormwater Management Permit Number SW8 080520MOD, as issued by the Division of Water Quality under NCAC 2H.1000.

(B) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

(C) These covenants are to run with the land and be binding on all persons and parties claiming under them.

(D) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

(E) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the State of North Carolina, Division of Water Quality.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

By: *Michael G. Tuton*
MICHAEL G. TUTON, Manager

Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above: MICHAEL G. TUTON

Date: 12-21-2009

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby
(Notary's printed or typed name)



(Official Seal)

My commission expires: 9-19-2010

DATA\RESCOV\AMENDRC1(082692)
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REV113009 120209fwe\121809
R11383

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT THE VILLAGE AT THE GLEN SECTION I-A AT CAROLINA FOREST" as recorded in Map Book 59, Page 66, Onslow County Registry.

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

5



Doc ID: 008430430004 Type: CRP
 Recorded: 09/23/2010 at 10:48:51 AM
 Fee Amt: \$23.00 Page 1 of 4
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds

BK **3476** PG **349-352**

Prepared by: FRANK W. ERWIN, ATTORNEY
 825 Gum Branch Road, Suite 115
 Jacksonville, N.C. 28540

Index in the Grantor Index:

THE VILLAGE AT THE GLEN AT CAROLINA FOREST
THE VILLAGE AT THE GLENN AT CAROLINA FOREST- SECTION I-B
THE VILLAGE AT CAROLINA FOREST
COMMUNITY SERVICES ASSOCIATION, INC.
CAROLINA FOREST DEVELOPERS, LLC

NORTH CAROLINA

AMENDED RESTRICTIVE COVENANTS
THE VILLAGE AT THE GLEN AT
CAROLINA FOREST-SECTION I-B

ONSLow COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 26th day of AUGUST, 2010, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, and amended in Book 2703, Page 215; Book 2706, Page 411; Book 2721, Page 347; Book 2753, Page 868, and Book 2778, Page 152, Book 2978, Page 604, and Book 3344, Page 340, Onslow County Registry; and

W

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
 825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

mat

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION I-B; and

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION I-B as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described in THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION I-B, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

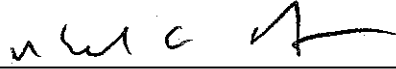
1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2640, Page 280, and amended in Book 2703, Page 215; Book 2706, Page 411; Book 2721, Page 347; Book 2753, Page 868, Book 2778, Page 152, Book 2978, Page 604, and Book 3344, Page 340, Onslow County Registry. By the submission of THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION I-B of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this

instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

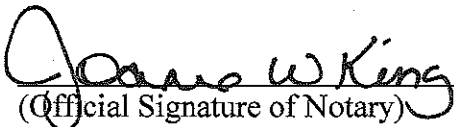
CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

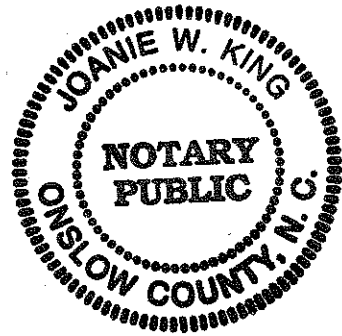
Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

Date: 8-26-10


(Official Signature of Notary)

Joanie W. King, Notary Public
(Notary's printed or typed name)



(Official Seal)

My commission expires: 5-24-13

DATA\RE\RESCOV\AMENDRC1(082692)
K:\HDC\CAROLINAFOREST\VILLAGE\VILL-CARFOR-AMENDRC2(080106)0802006
K:\HDC\CAROLINAFOREST\VILLAGE\VILL-CARFOR-AMENDRC PH3(081706)082506
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K:\HDC\Carolina Forest\Village-CarFor\RCS\VILL-GLEN-CARFOR-AMENDRC SECIB FINAL 080410.wpd
R11383



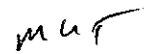


EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION I-B " as recorded in Map Book 60, Page 140, Onslow County Registry.

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Doc ID: 008461910003 Type: CRP
Recorded: 10/08/2010 at 12:22:43 PM
Fee Amt: \$20.00 Page 1 of 3
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK **3485** PG **479-481**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

NORTH CAROLINA
ONslow COUNTY

**AMENDMENT TO MASTER DECLARATION
OF RESTRICTIVE COVENANTS OF
THE VILLAGE AT THE GLEN
AT CAROLINA FOREST -[Paragraph 4]**

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS, made this the 7th day of ~~SEPTEMBER~~ October, 2010, by and between CAROLINA FOREST DEVELOPERS, LLC, hereinafter called "Declarants" pursuant to North Carolina law:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, and amended there after as recorded in the Onslow County Registry;

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed for the amendment pursuant to Paragraph 16 thereof by the owner of 51% of the lots;

WHEREAS, the Declarant, as owner of more than 51% of the lots does desire to amend and modify the terms of the Master Declaration as follows:

NOW THEREFORE, the Declarant does hereby amend the terms and conditions set forth in said Master Declaration, as follows:

1. That PARAGRAPH 4 (Common Areas), Section A (Dedication) and B (Maintenance) of the MASTER DECLARATION recorded in BOOK 2640, PAGE 280, shall be deleted in its entirety and the following shall be substituted therefore and shall read as follows:

4. COMMON AREAS:

A. Dedication: The Common Areas, if any, in each Parcel shall be dedicated as such by the Declarant, or its successors and assigns, before the first Lot in each Parcel is conveyed to an Owner. Such dedication shall be deemed made upon the recording of a plat showing the common area or may be made by conveyance by deed from the Declarant to the Association.

B. Maintenance: The Association shall be responsible for the exclusive management and control of the Common Areas and all improvements located thereon (including streets, roads, parking areas, recreational facilities, landscaping, fixtures and equipment related thereto), except as otherwise may be provided for in a Supplemental Declaration. This paragraph specifically empowers, but does not limit other powers, the Association to control and regulate the hours and periods of operation of all recreational facilities in the development area, and all maintenance of landscaping in the Development area, even if in areas subject to a Sub-association created by amendment to this Declaration or the recording of a Supplemental Declaration.

The purpose of the association and any assessments imposed by the association shall be as set out elsewhere in this Declaration and shall specifically include the obligation to maintain in passable condition all roads, streets, and parking areas (not located on any lot) within the subdivision that may hereinafter be transferred to the Association, until and unless the streets are dedicated and accepted by the North Carolina Department of Transportation. The non-state maintained road(s) allowed under any regulatory authority and which are a part of this subdivision have been designed and will be built to the standards required by the permitting regulatory authority. Unless transferred and accepted by the North Carolina Department of Transportation, the streets within the subdivision shall be maintained by the Association. In the event dedication is not made, allowed or accepted, streets within the subdivision shall be maintained by the Association.

The Declarant shall maintain the roads, streets and parking areas (not located on any lot) until the recording of a plat showing the roads, streets and parking areas as "common areas" or designated as "private streets/roads/parking" or other such similar designation.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2640, Page 280, and as thereafter amended are hereby incorporated by reference.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

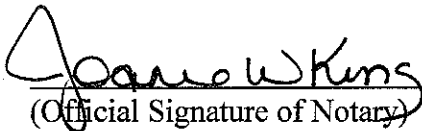
CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

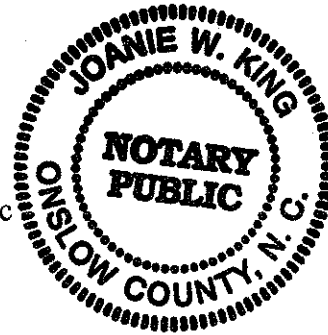
NORTH CAROLINA
COUNTY OF ONSLOW

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

Date: 10-7-10


(Official Signature of Notary)

Joanie W King, Notary Public
(Notary's printed or typed name)



(Official Seal)
My commission expires: 5-24-13

K:\HDC\CAROLINA FOREST VILLAGE-CARFOR\RCS\AMD VILL-CARFOR ROADMAINT 092910
092910fwe\100110dh\RM11383

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540



Doc ID: 008949120004 Type: CRP
 Recorded: 05/18/2011 at 02:01:43 PM
 Fee Amt: \$23.00 Page 1 of 4
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK **3595** Pg **420-423**

Prepared by: FRANK W. ERWIN, ATTORNEY
 825 Gum Branch Road, Suite 115
 Jacksonville, N.C. 28540

NORTH CAROLINA

AMENDED RESTRICTIVE COVENANTS
THE VILLAGE AT THE GLEN AT
CAROLINA FOREST-SECTION I-C

ONSWLOW COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 12th day of APRIL, 2011, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, and amended in Book 2703, Page 215; Book 2706, Page 411; Book 2721, Page 347; Book 2753, Page 868, and Book 2778, Page 152, Book 2978, Page 604, and Book 3344, Page 340, Book 3444, Page 593, Book 3476, Page 349; and Book 3485, Page 479; Onslow County Registry; and

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION I-C; and

W
JW

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
 825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION I-C as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described in THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION I-C, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2640, Page 280, and amended in Book 2703, Page 215; Book 2706, Page 411; Book 2721, Page 347; Book 2753, Page 868, Book 2778, Page 152, Book 2978, Page 604, and Book 3344, Page 340, Book 3444, Page 593, Book 3476, Page 349; and Book 3485, Page 479; Onslow County Registry. By the submission of THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION I-C of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

By: Michael G. Tuton
MICHAEL G. TUTON, Manager

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

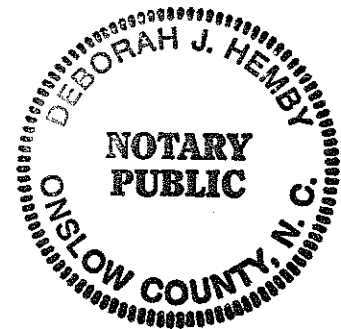
Date: April 12, 2011

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby, Notary Public
(Notary's printed or typed name)

(Official Seal)

My commission expires: 9-19-2015



DATA\RE\RESCOV\AMENDRC1(082692)

K:\HDC\CAROLINAFOREST\VILLAGE\VILL-CARFOR-AMENDRC2(080106)0802006

K:\HDC\CAROLINAFOREST\VILLAGE\VILL-CARFOR-AMENDRC PH3(081706)082506

K:\HDC\CAROLINA FOREST\VILLAGE\RCS\VILL-CARFOR-AMENDRC PH4(103007)

K:\HDC\CAROLINA FOREST\VILLAGE\RCS\VILL-GLEN-CARFOR-AMENDRC PH1 DRAFT ONLY 080708

K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMENDRC SEC IA 112309

REV113009 120209fwe\121809

K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-CARFOR\AMENDRC SECIB FINAL 080410

K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMDNRC SEC-IC 040711

R11383

W

Jub

ERWIN, SIMPSON & STROUD Attorneys, P.L.L.C. - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION I-C" as recorded in Map Book 61, Page 224, Onslow County Registry.



Doc ID: 009582560004 Type: CRP
 Recorded: 02/28/2012 at 12:21:25 PM
 Fee Amt: \$26.00 Page 1 of 4
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK **3733** PG **325-328** 4

Prepared by: FRANK W. ERWIN, ATTORNEY
 825 Gum Branch Road, Suite 115
 Jacksonville, N.C. 28540

NORTH CAROLINA

AMENDED RESTRICTIVE COVENANTS
THE VILLAGE AT THE GLEN AT
CAROLINA FOREST-SECTION II-A

ONslow COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 27th day of FEBRUARY, 2012, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, and amended in Book 2703, Page 215; Book 2706, Page 411; Book 2721, Page 347; Book 2753, Page 868, and Book 2778, Page 152, Book 2978, Page 604, and Book 3344, Page 340, Book 3444, Page 593, Book 3476, Page 349; Book 3485, Page 479; and Book 3595, Page 420, Onslow County Registry; and

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-A; and

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-A as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described in THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-A, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

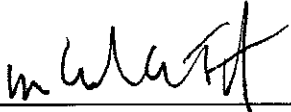
NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2640, Page 280, and amended in Book 2703, Page 215; Book 2706, Page 411; Book 2721, Page 347; Book 2753, Page 868, Book 2778, Page 152, Book 2978, Page 604, and Book 3344, Page 340, Book 3444, Page 593, Book 3476, Page 349; Book 3485, Page 479; and Book 3595, Page 420 Onslow County Registry. By the submission of THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-A of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager

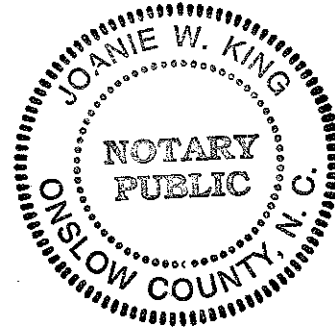
Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

Date: 2-27-12

Joanie W King
(Official Signature of Notary)

Joanie W King, Notary Public
(Notary's printed or typed name)



(Official Seal)

My commission expires: 5-24-13

DATA\RE\RESCOV\AMENDRC1(082692)
K:\HDC\CAROLINAFOREST\VILLAGE\VILL-CARFOR-AMENDRC2(080106)0802006
K:\HDC\CAROLINAFOREST\VILLAGE\VILL-CARFOR-AMENDRC PH3(081706)082506
K:\HDC\CAROLINA FOREST\VILLAGE\RCS\VILL-CARFOR-AMENDRC PH4(103007)
K:\HDC\CAROLINA FOREST\VILLAGE\RCS\VILL-GLEN-CARFOR-AMENDRC PH1 DRAFT ONLY 080708
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMENDRC SEC IA 112309
REV113009 120209fve\121809
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-CARFOR\AMENDRC SECIB FINAL 080410
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMDNRC SEC-IC 040711
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMENDRCC SEC-IIA 022312
R11383 W

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-A " as recorded in Map Book 63, Page 175, Onslow County Registry.

dw

Erwin



Doc ID: 010383200004 Type: CRP
Recorded: 03/27/2013 at 10:44:20 AM
Fee Amt: \$26.00 Page 1 of 4
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK **3956** PG **707-710**

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

NORTH CAROLINA

AMENDED RESTRICTIVE COVENANTS
THE VILLAGE AT THE GLEN AT
CAROLINA FOREST-SECTION II-B

ONSLOW COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 25th day of MARCH, 2013, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, Onslow County Registry, and amended thereafter;

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-b; and

W

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-b as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described in THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-b, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2640, Page 280, Onslow County Registry, and amended thereafter. By the submission of THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-B of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

By: Michael G. Tuton
MICHAEL G. TUTON, Manager

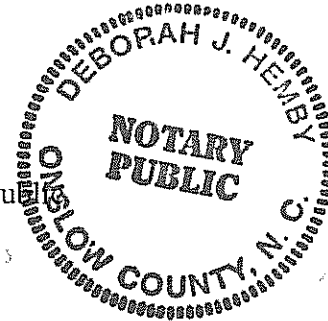
Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

Date: 3-25-2013

Deborah J. Hemby
(Official Signature of Notary)

Deborah J. Hemby, Notary Public
(Notary's printed or typed name)



(Official Seal)
My commission expires: 9-19-2015

DATA\RE\RESCOV\AMENDRC1(082692)
K:\HDC\CAROLINAFOREST\VILLAGE\VILL-CARFOR-AMENDRC2(080106)0802006
K:\HDC\CAROLINAFOREST\VILLAGE\VILL-CARFOR-AMENDRC PH3(081706)082506
K:\HDC\CAROLINA FOREST\VILLAGE\RCS\VILL-CARFOR-AMENDRC PH4(103007)
K:\HDC\CAROLINA FOREST\VILLAGE\RCS\VILL-GLEN-CARFOR-AMENDRC PH1 DRAFT ONLY 080708
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMENDRC SEC IA 112309
REV113009 120209fwe\121809
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-CARFOR\AMENDRC SECIB FINAL 080410
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMDNRCC SEC-IC 040711
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMENDRCC SEC-IIA 022312
R11383
K:\HDC\Carolina Forest\Village-CarFor\RCS\VILL-GLEN-CARFOR-AMENDRC SEC-IIB 030413.wpd

w

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT THE VILLAGE AT THE GLEN SECTION II-B AT CAROLINA FOREST " as recorded in Map Book 66, Page 8, Onslow County Registry.

W

BK 4180 PG 18 - 21

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

NORTH CAROLINA

AMENDED RESTRICTIVE COVENANTS
THE VILLAGE AT THE GLEN AT
CAROLINA FOREST-SECTION II-C

ONSWLOW COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 22nd day of JULY, 2014, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, Onslow County Registry, and amended thereafter;

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-C; and



ERWIN & SIMPSON Attorneys, PLLC - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Submitted electronically by "ERWIN & SIMPSON"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Onslow County Register of Deeds.

Book: 4180 Page, 1977-Current: 18 Seq: 1

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

NORTH CAROLINA

AMENDED RESTRICTIVE COVENANTS
THE VILLAGE AT THE GLEN AT
CAROLINA FOREST-SECTION II-C

ONSLOW COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the 22nd day of JULY, 2014, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

W I T N E S S E T H:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, Onslow County Registry, and amended thereafter;

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-C; and

W

ERWIN & SIMPSON Attorneys, PLLC - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-C as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described in THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-C, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:


NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2640, Page 280, Onslow County Registry, and amended thereafter. By the submission of THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-C of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

By: 
MICHAEL G. TUTON, Manager
w

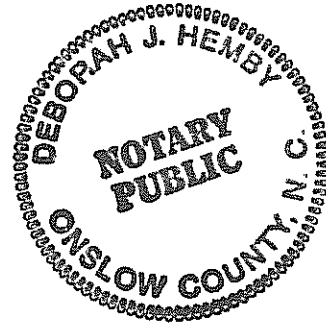
Onslow County
North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

Date: 7-22-2014

Deborah J. Hemby
(Official Signature of Notary)

Deborah J Hemby Notary Public
(Notary's printed or typed name)



(Official Seal)
My commission expires: 9-19-2015

DATA\RESCOV\AMENDRC1(082692)
K:\HDC\CAROLINA FOREST\VILLAGE\VILL-CARFOR-AMENDRC2(080106)0802006
K:\HDC\CAROLINA FOREST\VILLAGE\VILL-CARFOR-AMENDRC PH3(081706)082506
K:\HDC\CAROLINA FOREST\VILLAGE\RCS\VILL-CARFOR-AMENDRC PH4(103007)
K:\HDC\CAROLINA FOREST\VILLAGE\RCS\VILL-GLEN-CARFOR-AMENDRC PH1 DRAFT ONLY 080708
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMENDRC SEC IA 112309
REV113009 120209fve\121809
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-CARFOR\AMENDRC SECIB FINAL 080410
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMENDRC SEC-IC 040711
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMENDRC SEC-IIA 022312
R11383
K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMENDRC SEC IIB030413
K:\HDC\Carolina Forest\Village-CarFor\RCS\VILL-GLEN-CARFOR-AMENDRC SEC-IIC 071814

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT THE VILLAGE AT THE GLEN SECTION II-C AT CAROLINA FOREST " as recorded in Map Book 68, Page 189, Onslow County Registry.

W

BK 4215 PG 577 - 580

Prepared by: FRANK W. ERWIN, ATTORNEY
825 Gum Branch Road, Suite 115
Jacksonville, N.C. 28540

NORTH CAROLINA

AMENDED RESTRICTIVE COVENANTS
THE VILLAGE AT THE GLEN AT
CAROLINA FOREST-SECTION II-D

ONSLow COUNTY

THIS AMENDMENT TO RESTRICTIVE AND PROTECTIVE COVENANTS, made this the ^{October} ~~20th~~ day of ~~SEPTEMBER~~, 2014, by **CAROLINA FOREST DEVELOPERS, LLC**, a North Carolina limited liability company, called "Declarants.

WITNESSETH:

THAT WHEREAS, the Declarants and/or predecessors in title have previously recorded certain Restrictive Covenants as set forth in Book 2640, Page 280, Onslow County Registry, and amended thereafter;

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land designated as **THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-D**; and

ERWIN & SIMPSON Attorneys, PLLC - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Submitted electronically by "ERWIN & SIMPSON"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Onslow County Register of Deeds.

WHEREAS, the Declarant is the owner of that certain tract or parcel of land designated as THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-D as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described in THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-D, as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

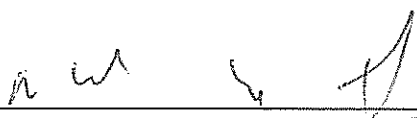
NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. INCORPORATION BY REFERENCE: All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 2640, Page 280, Onslow County Registry, and amended thereafter. By the submission of THE VILLAGE AT THE GLEN AT CAROLINA FOREST SECTION II-D of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below if its duly authorized representative(s), as the act of such entity.

CAROLINA FOREST DEVELOPERS, LLC

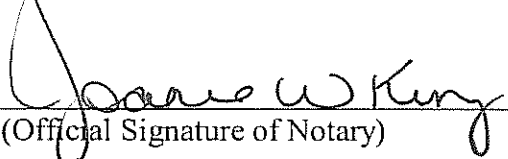
By: 
MICHAEL G. TUTON, Manager

ERWIN & SIMPSON Attorneys, PLLC - Telephone: (910) 455-1800
825 Gum Branch Road, Suite 115, Jacksonville, NC 28540

Onslow County
North Carolina

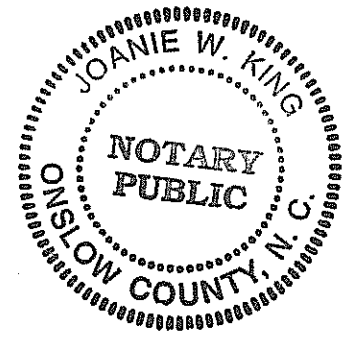
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: MICHAEL G. TUTON

Date: 10-20-14



(Official Signature of Notary)

Joanie W King, Notary Public
(Notary's printed or typed name)



(Official Seal)

My commission expires: 5.24.18

- DATA\RESCOV\AMENDRC1(082692)
- K:\HDC\CAROLINAFOREST\VILLAGE\VILL-CARFOR-AMENDRC2(080106)0802006
- K:\HDC\CAROLINAFOREST\VILLAGE\VILL-CARFOR-AMENDRC PH3(081706)082506
- K:\HDC\CAROLINA FOREST\VILLAGE\RCS\VILL-CARFOR-AMENDRC PH4(103007)
- K:\HDC\CAROLINA FOREST\VILLAGE\RCS\VILL-GLEN-CARFOR-AMENDRC PHI DRAFT ONLY 080708
- K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMENDRC SEC IA 112309
REV113009 120209fwe\121809
- K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-CARFOR\AMENDRC SECIB FINAL 080410
- K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMDNRC SEC-IC 040711
- K:\HDC\CAROLINA FOREST\VILLAGE-CARFOR\RCS\VILL-GLEN-CARFOR-AMENDRCC SEC-IIA 022312
R11383
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- K:\HDC\Carolina Forest\Village-CarFor\RCS\VILL-GLEN-CARFOR-AMENDRC SEC-IIC 071814
- K:\HDC\Carolina Forest\Village-CarFor\RCS\VILL-GLEN-CARFOR-AMENDRC SEC-IID 091214

W

EXHIBIT A TO AMENDMENT TO MASTER DECLARATION

BEING all of those numbered lots as shown on that plat entitled "FINAL PLAT THE VILLAGE AT THE GLEN SECTION II-D AT CAROLINA FOREST " as recorded in Map Book 69, Page 18, Onslow County Registry. *~*

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