

For Amendment refer to BK 1172 Page 68/3-29-94 MMT

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DECLARATION  
OF  
CONDITIONS, RESERVATIONS AND RESTRICTIONS  
OF  
OCEAN RIDGE VILLAGE I

THIS DECLARATION, made on the date hereinafter set forth by F. ROGER PAGE, JR, and M. F. BOSTIC, citizens of North Carolina, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in Stump Sound Township, Onslow County, North Carolina, which is more particularly described as follows:

Being all of lots 1 through 32 and all common areas as shown on that plat entitled "Ocean Ridge Village I", prepared by Cowan and Jones, P.A., recorded in Map Book 25, Page 26, Slide D-214, Onslow County Registry.

WHEREAS, Declarant desires that said property be developed in an orderly manner for the benefit of all property owners of the above described property.

WHEREAS, Declarant proposes to sell and convey certain lots shown on the aforesaid plat to be used for residential purposes and to develop said lots, and additional property which may be acquired by Declarant and later dedicated, into a well planned community; and,

WHEREAS, Declarant, prior to selling and conveying the aforesaid residential lots, desires to impose upon such lots certain mutual and beneficial restrictions, covenants and conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit and complement of all of the residential lots in the subdivision in order to promote the best interests and protect the investments of Declarant and Owners;

NOW THEREFORE, Declarant hereby declares that all numbered lots shown on the aforesaid plat entitled "Ocean Ridge Village I", recorded in Map Book 25, Page 26, Slide D-214, in the office of the Register of Deeds of Onslow County, North Carolina, and any additional property as may by subsequent amendment be added to and subjected to this Declaration, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject

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to this Declaration and to the following Restrictions. This Declaration and the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to this Declaration.

ARTICLE I  
DEFINITIONS

As used herein,

A. "Articles" means the Articles of the Incorporation of Ocean Ridge Village I Homeowners Association, Inc.

B. "Association" means Ocean Ridge Village I Homeowners Association, Inc., a North Carolina non-profit corporation. The "Board of Directors" or "Board" shall be the elected body governing the Association and managing the affairs of the association

C. "By-laws" means the Bylaws of Ocean Ridge Village I Homeowners Association, Inc.

D. "Common Use Areas" means all real and personal property, including those areas within dedicated portions of the Subdivision, which may be deeded to or acquired by the Association for the common enjoyment of the members of the Association.

E. "Common Expenses" means and includes actual and estimated expenses of maintaining and operating the common area and operating the Association for general purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Association.

F. "Dedication" means the act of committing a portion of the Subdivision to the purposes of the Declaration.

G. "Developer" means F. Roger Page, Jr. and M. F. Bostic, their heirs, successors or assigns.

H. "Lot" means a separately numbered tract of land lying within the Subdivision.

I. "Subdivision" means Ocean Ridge Village I.

J. "Ocean Ridge Insurance Association" means an unincorporated association for the benefit of all members of Ocean Ridge Village I and all members of such additional phases as may be brought within this Declaration for the sole purpose of participating if available, in group hazard, liability and flood insurance for the benefit of homeowners.

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ARTICLE II

APPLICABILITY

A. These Restrictions shall apply only to all subdivided numbered Lots shown on the aforesaid plat or map.

B. Any additional Phases of Ocean Ridge Village shall have separate restrictive covenants, separate incorporation of any homeowners' association, separate common expenses and separate management and control, but will be permitted to participate in the Ocean Ridge Insurance Association by their inclusion in this Declaration. In no event shall the owner of a lot in any Phase have any rights, obligations, or ownership with respect to any other Phase of Ocean Ridge Village.

On matters of insurance, the unincorporated Ocean Ridge Insurance Association shall be governed by the Boards of Directors of the homeowners' associations of the various Phases. Each lot owner in any Phase may be a member, with one (1) vote per lot, in the affairs of the Ocean Ridge Insurance Association.

ARTICLE III

A. An Association named OCEAN RIDGE VILLAGE I HOMEOWNERS ASSOCIATION, INC., has been or will be formed pursuant to the rules and requirements of the Non-profit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, and operate the Common Use Areas; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the Owners' use and occupation of Lots.

B. Each Owner of each Lot within the Subdivision shall be a member of the Association. The Declarant, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Association:

1. That for so long as each is an Owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association;

2. That each shall be subject to the rules and regulations of the Association with regard to ownership of a Lot; and

3. That any unpaid assessment, whether general or special, levied by the Association in accordance with these Restrictions, the Articles or the

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Bylaws shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.

C. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.

D. The Association shall have one class of members who shall be all Owners. Each member shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote nor any fraction of a vote be cast with respect to any Lot.

#### ARTICLE IV

##### MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Common Use Areas of the Subdivision shall be the sole right and responsibility of the Association. The management shall be carried out in accordance with the terms and conditions of these Restrictions, the Articles and the Bylaws of the Association, but may be delegated or contracted to managers or management services.

#### ARTICLE V

##### COMMON EXPENSES

The Common Expenses of the Subdivision include:

A. All amounts expended by the Association in operating, administering, managing, repairing, replacing and improving the Common Use Areas of the Subdivision; all amounts expended by the Association in insuring the Common Use Areas in the Subdivision; all amounts expended by the Association in legal, engineering, or architectural fees; all similar fees which may be incurred by the Association from time to time in performing the functions delegated to the Association by these Restrictions; and all amounts expended in any form by the Association in enforcing these Restrictions, the Articles or the Bylaws.

B. All amounts expended by the Association in carrying out any duty or discretion as may be required or allowed by these Restrictions, the Articles or the Bylaws.

C. All amounts declared to be Common Expenses in the Bylaws or in these Restrictions.

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D. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Common Use Areas in the Subdivision.

ARTICLE VI

ANNUAL GENERAL ASSESSMENT

A. The Declarant, for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of a deed for same (whether or not it shall be so-expressed in such deed) is deemed to covenant and agrees to pay to the Association annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions of Paragraph F of this Article, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.

B. Until January 1, 1989, the maximum annual general assessment shall not exceed Seven Hundred Twenty (\$720.00) Dollars per Lot for the first assessment year.

1. Thereafter, the maximum annual general assessment may be increased each year up to ten percent (10%) above the assessment for the previous year without any vote of the membership.

2. The maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year provided the proposed increase is approved by a vote of two thirds (2/3) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.

3. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors.

4. No assessment shall be made against lots owned by the Declarant unless a completed dwelling is situated thereon.

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

D. The annual general assessment levied by the Association shall be used exclusively to improve, maintain and repair the Common Use Areas, to pay the expenses of the Association, to pay the cost of lighting the Common Use Areas, to pay the cost of any insurance the Association determines to purchase, to promote the recreation, health, safety and welfare of the members, and to pay taxes levied upon the Common Use Areas.

E. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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

#### ARTICLE VII

##### SPECIAL ASSESSMENTS

A. Special assessments may be levied against Lots for such reasons as are provided in these Restrictions, the Articles or the Bylaws and on such terms as provided by the Board of Directors or the members. Either the Board of Directors or the members may levy and impose special assessments upon a majority vote. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay Common Expenses which exceed the general

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assessment fund then on hand to pay same, and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed specific Lots, as provided herein. In the event the Owner of a Lot fails to comply with the provisions of Article XII hereof, the Association may perform such task or remedy such matter and levy the cost of such performance against the Owner of such Lot and against such Lot as a special assessment.

B. Each lot shall be subject to an initial special assessment for capital improvements for the pool, club house and parking area appurtenant thereto, boardwalks, landscaping and utilities in an amount not to exceed \$6,000.00 per lot. No such initial special assessment shall be made until such time as ten (10) dwellings have been constructed within the Subdivision. Such assessment shall not be levied against any unsold lot owned by the Declarant unless a dwelling has been constructed thereon.

#### ARTICLE VIII

##### LIEN FOR ASSESSMENTS

Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs, and reasonable attorneys' fees, shall constitute a lien against the Lot upon which such assessment is levied. The Association may record notice of the same in the Office of the Clerk of Superior Court of Onslow County or file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No owner, except the Declarant, as provided in Article VII above, may waive or otherwise escape liability for the assessments provided for herein.

#### ARTICLE IX

##### COMPLIANCE WITH THIS DECLARATION, THE ARTICLES

##### AND THE BYLAWS OF THE CORPORATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the Bylaws of the Association, the following relief shall be available:

A. The Association, an aggrieved Lot Owner or Owners within the Subdivision on behalf of the Association, or any Lot Owner on behalf of all the Lot Owners within the Subdivision shall have the right to bring an action and

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recover sums due, damages, injunctive relief, and such other and further relief as may be just and appropriate.

B. The Association shall have the right to remedy the violation and assess the cost of remedying same against the offending Lot Owner as a special assessment.

C. If the violation is the non-payment of any general or special assessment, the Association shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his agents, employees and invitees of the Common Use Areas in the Subdivision for any period during which an assessment against the Lot remains unpaid.

D. The remedies provided by this Article are cumulative, and are in addition to any other remedies provided by law.

E. The failure of the Association or any Person to enforce any restriction contained in these Restrictions, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

F. Prior to availing itself of the relief specified herein, the Association shall follow the hearing procedures as set forth in the Bylaws.

#### ARTICLE X

##### PROPERTY RIGHTS OF LOT OWNERS, CROSS-EASEMENTS, AND RESERVATIONS BY DECLARANT

A. Every Owner of a Lot within the Subdivision, as an appurtenance to such Lot, shall have a perpetual easement over and upon the Common Use Areas within the Subdivision for each and every purpose or use to which such Common Use Areas were intended as determined by their type, or for which such Common Use Areas generally are used. Such easements shall be appurtenant to and shall pass with the title to every Lot located within the Subdivision, whether or not specifically included in a deed thereto, subject to the following provisions:

1. The Association shall have the right to make reasonable rules and regulations respecting the use of same.

2. The Association shall have the right to suspend the voting rights of a Lot Owner and his right to use the Common Use Areas within the Subdivision for any period during which any due assessment against such Owner's Lot remains unpaid as is provided in Article VIII hereof, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.



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B. The Association hereinafter may grant easements for utility purposes for the benefit of the Subdivision and the Lots now or hereafter located thereon, over, under, along and through the Common Use Areas. Provided however, that no such grant of easement shall have a material adverse effect on the use, enjoyment or value of any Lot.

C. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

D. Declarant shall have the right, at its election, without the consent of any owner or owners, to bring within the coverage and operation of Article II (B) such additional properties as may be dedicated in the future. The addition of property authorized hereby shall be made by filing of record in the Office of the Register of Deeds of Onslow County, North Carolina, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the operation and effect of Article II (B) of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or appropriate in the sole judgment of the Declarant to reflect the different character, if any, of the added properties.

E. Easements and rights of way over and upon each lot for drainage and the installation and maintenance of utilities and services are reserved exclusively to Declarant for such purposes as Declarant may deem incident and appropriate to its overall development plan, such easements and rights of way being shown or noted on the aforesaid recorded plat of the Subdivision, which plat is incorporated by reference and made a part hereof for a more particular description of such easements and rights of way. The easements and right of way areas reserved by Declarant on each Lot pursuant hereto shall be maintained continuously by the owner but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Improvements within such areas also shall be maintained by the respective owner except those for which a public authority or utility company is responsible.

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ARTICLE XI

COMMON AREAS, LIMITED AREAS, EASEMENT AREAS

A. Common Areas. The area designated on the attached Exhibit "A" as, "Pool, Clubhouse and Parking Area", shall be owned in common, and shall be titled in the name of the Association. The development and maintenance of such area shall be in accordance with the bylaws of the Corporation and the cost therefor shall be a common charge upon all lots.

B. Limited Common Areas. Those areas designated on the attached Exhibit "A" as "Vehicular Access Drive and Pedestrian Beach Access", shall be for the limited use and enjoyment of, and shall be owned in common by, the owners of the four (4) lots adjacent to each such area. Except as modified by written agreement between the Declarant and the Owners, the development and maintenance of each Limited Common Area shall be the responsibility of the owners of the four (4) lots adjacent thereto, and the cost thereof shall be a pro-rata lien upon each said lot. No driveways shall be located on any lot other than in the area shown on Exhibit "A" as Vehicular Access Drives.

C. Easement Areas. The area designated on the attached Exhibit "A", as "Easement Granted to Ocean Ridge Village I Homeowners Association for Landscape Areas and Pedestrian Access" shall be subject to cross-easements for the benefit of all owners, for the purpose of pedestrian walkways, common landscaping, sprinkler system, lighting system, and utilities. Such easements shall not interfere with the location and construction of any home. The Declarant reserves the right to make minor modifications to said easements.

ARTICLE XII

ARCHITECTURAL STANDARDS AND ARCHITECTURAL STANDARDS COMMITTEE

The Board of Directors shall establish an Architectural Standards Committee (hereinafter referred to as the "Committee") which shall be composed of five (5) members. The Board of Directors shall have the right to appoint and remove, at any time and without cause, three (3) members. The Declarant shall have the right to appoint and remove two (2) members of the Committee so long as the Declarant continues to own any portion of the Subdivision. At such time as the Declarant no longer owns any portion of the Subdivision, or upon notification by the Declarant to the Board of Directors that it does not desire to continue to appoint two (2) members of the Committee, all five (5) members shall be appointed or removed, at any time and without cause, by the Board of Directors.

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A. No construction, which term shall include within its definition clearing, excavation, grading and other site work, shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the Committee has been obtained.

B. The Committee shall have exclusive jurisdiction over all original construction on any Lot and later changes or additions after initial approval thereof, together with any modifications, additions or alterations subsequently to be constructed on any lot or made to any improvements initially approved. The Committee shall prepare and, on behalf of the Board of Directors, shall promulgate architectural standard guidelines ("guidelines") and application and review procedures ("procedures"). The guidelines and procedures shall be those of the Association and the Committee shall have the sole and full authority to prepare and to amend the guidelines and procedures. The Committee shall make the guidelines and procedures available to owners, builders and developers who seek to engage in the development of or construction upon the Lots and who shall conduct their operations strictly in accordance therewith.

C. The Committee shall have the absolute and exclusive right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions and the guidelines, if the design, color scheme or location upon the Lot or Lots of the proposed improvements are not in harmony with the general surroundings or adjacent structures, if the plans or specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or detail, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of the real property subject to this Declaration of the owners thereof.

D. The Committee shall approve or disapprove plans, specifications and details submitted in accordance with this procedures within thirty (30) days from the receipt thereof and the decisions of the Committee shall be final and not subject to appeal or review. Provided, however, that plans, specifications and details revised in accordance with Committee recommendations may be resubmitted for determination by the Committee. In the event that the Committee fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same to the Committee, approval, for the purposes of this Article, shall be deemed to have been given by the Committee.

E. The Committee, or its agent, shall have the right to inspect all construction to ensure that it is performed in strict accordance with the

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approved plans, specifications and details. Upon completion of the construction in accordance with the approved plans, specifications and details, the Committee shall issue a certificate of completion to the owner.

F. Nothing contained herein shall be construed to limit the right of any owner to remodel the interior of his residence or permitted appurtenant structures, or to paint the interior of the same any color desired.

G. Neither the Declarant nor the Committee nor the Board of Directors or any agent thereof shall be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction.

H. The requirements of this Article shall not constitute a lien or encumbrance on any Lot on which construction is completed, and any subsequent purchaser thereof for value without notice thereof is in no way affected by the failure of his predecessors in title to comply with the terms hereof.

#### ARTICLE XIII

##### RESTRICTIONS ON USE AND OCCUPANCY

A. No Lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any numbered Lot other than one (1) detached, single family residential dwelling.

B. Any dwelling constructed on a Lot subject to these Restrictions shall contain not less than one thousand six hundred (1600) square feet of fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings).

C. No building, structure, fence, hedge, outbuilding, or appurtenance of any nature shall be located other than as shown on the building "footprint" as shown on the recorded plat.

D. The design, size and location of containers for the collection and removal of garbage, trash and other like household refuse shall be subject to and shall require the approval of the Committee.

E. The following general prohibitions and requirements shall apply and control the improvement, maintenance and use of all Lots:

. No mobile home, trailer, camper, tent, or temporary house, temporary garage or other temporary outbuilding shall be placed or erected on any Lot, provided, however, that the Committee may grant permission for

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temporary structures for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a residence.

2. Once construction of a dwelling or other improvements is started on any Lot, the improvements must be substantially completed in accordance with the approved plans and specifications within twelve (12) months from commencement. For good cause shown the Committee shall have the right to waive this provision with respect to any lot owner.

3. During construction of improvements on any Lot, adequate portable sanitary toilets must be provided for the construction crew and the Lot must be cleaned of excess debris at least once a week.

4. All dwellings and permitted structures erected or placed on any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in good workmanship manner and quality. The exterior of all dwellings and permitted structures shall be either natural wood, stone, stucco or brick. The covering for all roofs shall be wood shake shingles, tiles, Timberline style shingles or, if approved by the Committee, similar dimensional and style shingles. No used structures shall be relocated or placed on any Lot and no structures shall have an exterior constructed of concrete blocks, asbestos or asphalt siding. The requirements of the Committee shall control all improvements to any Lot as is specified herein.

5. Except structures erected by the Declarant, no structure erected upon any Lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Committee.

6. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted. The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the Declarant herein. In the event such growth is removed, except as stated above, the Declarant may require the replanting or replacement of same, the cost thereof to be borne by the lot owner. The Declarant also reserves the right and control of placement of all general landscaping in all phases of Ocean Ridge Village.

7. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any Lot or other area in the subdivision.

8. Any dwelling or improvement on any Lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness,

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provided, however, that in no event shall such debris remain on such Lot longer than three (3) months.

9. No stripped, partially wrecked, or junked motor vehicle, or part thereof, shall be permitted to be parked or kept on any Lot. All motor vehicles of any type kept on any Lot shall have current registration and inspection certificates.

10. No vehicle of any type shall be parked on any street in the subdivision. No truck nor other vehicle in excess of a one-ton load capacity nor any mobile home, trailer, camper, similar vehicle or boat shall be parked or kept overnight or longer, on any Lot, in such a manner as to be visible to the occupants of other Lots or the users of any street or recreation area.

11. All fuel storage tanks shall be buried below the surface of the ground and all outdoor receptacles for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible to the occupants of other Lots or the users of any street or recreation area.

12. All outdoor poles, clotheslines, and similar equipment shall be screened or so placed as not to be visible to the occupants of other Lots or the users of any street or recreation area.

13. All recreational equipment and personal property other than automobiles or bicycles must be stored in such a manner as not to be visible from any street or to the occupants of other Lots.

14. No mail or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located upon any Lot except such receptacle or standard design as shall have been approved by the Committee.

15. No sign (excluding typical "For Sale" and builder identification signs or similar signs), billboard or other advertising structure of any kind may be erected or maintained upon any Lot; provided, however, that construction identification signs approved by the Committee showing the Lot number and name of the builder may be exhibited upon the Lot during the period of construction.

16. No radio station or short wave operator of any kind shall operate from any Lot or residence without the prior written approval of the Committee. All radio and television antenna installations shall be approved in writing by the Committee before the antenna is installed.

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17. All dwelling connections for all utilities including but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner as may be acceptable to the appropriate utility authority.

18. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, not more than two (2), may be kept provided they are not kept, bred, or maintained for any commercial purpose, and provided, further, that such pets do not constitute a danger or nuisance to other Lot owners or to the neighborhood. All domestic pets shall be kept on leash when outside the residence.

19. The erection of fences shall not be permitted unless approved by the Committee as provided in Article XII hereof.

20. No window air-conditioning units shall be installed in the side of any structure in such manner as to be visible from any street or recreational area.

21. No noxious, offensive or illegal trade or activity shall be carried on upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to other Lot owners or the neighborhood.

#### ARTICLE XIV

##### AMENITIES AND FACILITIES

Every recreation area, recreation facility, dedicated access and other amenities appurtenant to the Subdivision, whether or not shown and delineated on any recorded plat of the Subdivision, shall be considered private and for the sole and exclusive use of the Owners of Lots within the Subdivision. Neither Declarant's execution nor the recording of any plat nor any other act of Declarant with respect to such areas is, or is intended to be, or shall be construed as a dedication to the public of any such areas, facilities or amenities.

#### ARTICLE XV

##### WAIVER

No provision contained in these Restrictions, the Articles or the Bylaws, shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

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ARTICLE XVI

VARIANCES

The Board of Directors in its discretion may allow reasonable variances and adjustments of these Restrictions in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this document to create a Subdivision of Lots owned in fee by various persons with each such Owner having an easement upon areas owned by the Association.

To be effective, a variance hereunder shall be recorded in the Onslow County Register of Deeds Office; shall be executed on behalf of the Association; and shall refer specifically to this Declaration.

ARTICLE XVII

DURATION, AMENDMENT AND TERMINATION

A. The covenants and Restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay Common Expenses to benefit the Common Use Areas, as herein provided, or affect any lien for the payment of same. To be effective any amendment must be recorded in the office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of same must be signified on the face of this document.

B. Invalidation of any one of these covenants or Restrictions by judgment or court order shall in no way affect any other provisions, each of which shall remain in full force and effect.

ARTICLE XVIII

CAPTIONS

The captions preceding the various Articles of these Restrictions are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of these Restrictions. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed.



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Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

ARTICLE XIX

ASSIGNABILITY OF RIGHTS AND LIABILITIES

Declarant shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing or reserved to it by this Declaration. Following any such disposition, Declarant in no way shall be liable or responsible to any party with regard to any such right, interest or liability or any claim or claims arising out of same in any manner.

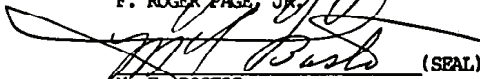
ARTICLE XX

LIBERAL CONSTRUCTION

The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of Lots and buildings governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements administered by an Owners' association with each Owner entitled to and burdened with the rights and easements equivalent to those of other Owners.

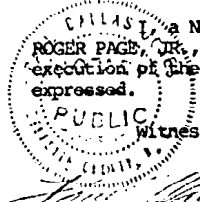
IN WITNESS WHEREOF, F. ROGER PAGE, JR., and M. F. BOSTIC, have caused this instrument to be signed and sealed, this the 6<sup>th</sup> day of October, 1987.

  
\_\_\_\_\_  
F. ROGER PAGE, JR. (SEAL)

  
\_\_\_\_\_  
M. F. BOSTIC (SEAL)

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STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH



I, a Notary Public of the County and State aforesaid, certify that F. ROGER PAGE, JR., personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 6 day of October, 1987.

*William C. Williams*  
Notary Public  
My Commission Expires: 11-16-90

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I, a Notary Public of the County and State aforesaid, certify that M. F. BOSTIC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 6<sup>th</sup> day of October, 1987.

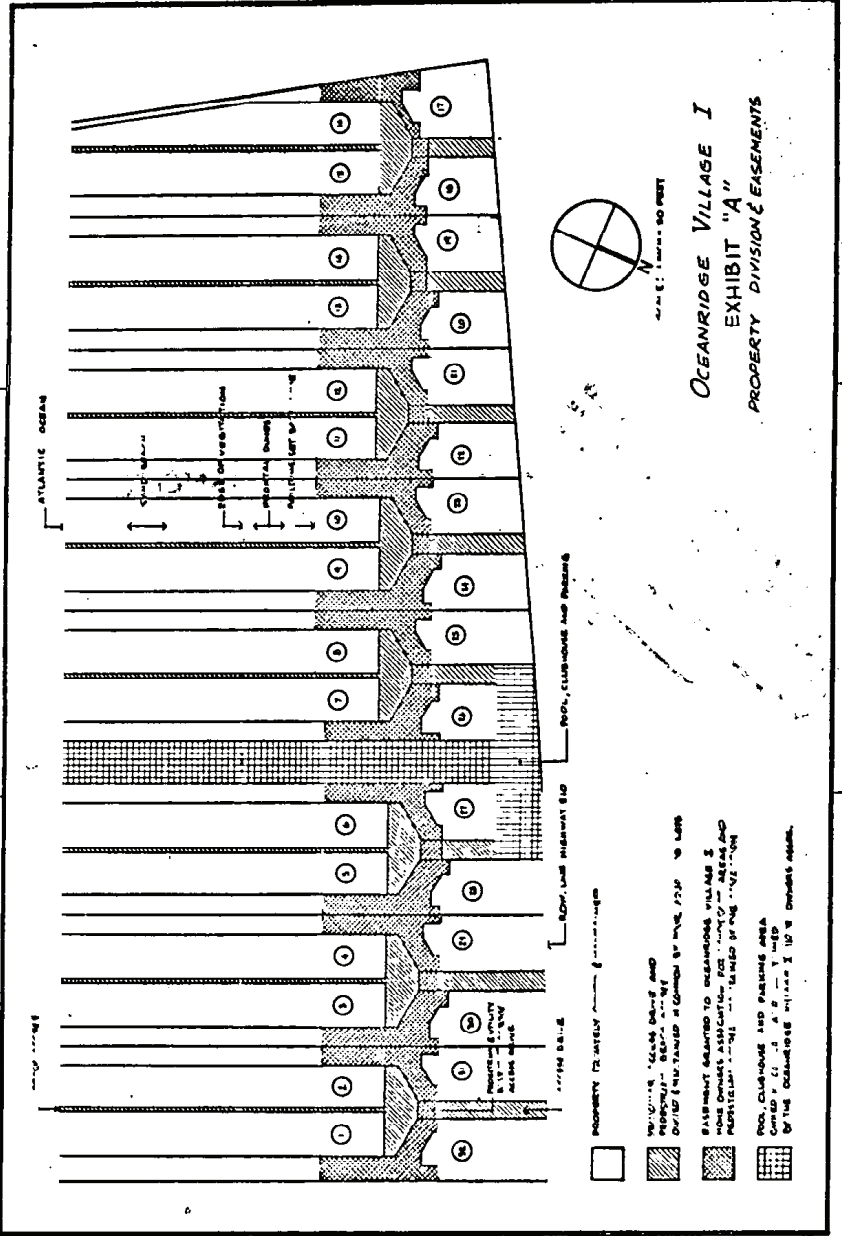
*Jo Ann G. Williams*  
Notary Public  
My Commission Expires: 6-9-91

NORTH CAROLINA, ONSLOW COUNTY The foregoing certificate(s) of Paul Dallas Jones and Jo Ann G. Williams

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 853 Page 909 This 20th day of Oct. 19 87 A.D. at 11:00 o'clock A. M.  
*William C. Williams* By \_\_\_\_\_  
Register of Deeds, Onslow County Register of Deeds

EXHIBIT "A"

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For Amendment refer to BK 1172 Page 661 3-29-97

42.00

BOOK 857 PAGE 542

Prepared by: LANTIER & FOUNTAIN, ESQS., 114 Old Bridge St., Jacksonville, NC 28540

DECLARATION  
OF  
CONDITIONS, RESERVATIONS AND RESTRICTIONS  
OF  
OCEAN RIDGE VILLAGE II

'87 NOV 19 PM 4 49

THIS DECLARATION, made on the date hereinafter set forth by F. ROGER PAGE, JR, and M. F. BOSTIC, citizens of North Carolina, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located in Stump Sound Township, Onslow County, North Carolina, which is more particularly described as follows:

Being all of lots 1 through 24 and all common areas as shown on that plat entitled "Ocean Ridge Village II", prepared by Cowan and Jones, P.A., recorded in Map Book 25, Page 41, Slide D-229, Onslow County Registry.

WHEREAS, Declarant desires that said property be developed in an orderly manner for the benefit of all property owners of the above described property.

WHEREAS, Declarant proposes to sell and convey certain lots shown on the aforesaid plat to be used for residential purposes and to develop said lots, and additional property which may be acquired by Declarant and later dedicated, into a well planned community; and,

WHEREAS, Declarant, prior to selling and conveying the aforesaid residential lots, desires to impose upon such lots certain mutual and beneficial restrictions, covenants and conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit and complement of all of the residential lots in the subdivision in order to promote the best interests and protect the investments of Declarant and Owners;

NOW THEREFORE, Declarant hereby declares that all numbered lots shown on the aforesaid plat entitled "Ocean Ridge Village II", recorded in Map Book 25, Page 41, Slide D-229, in the office of the Register of Deeds of Onslow County, North Carolina, and any additional property as may by subsequent amendment be added to and subjected to this Declaration, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this

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Declaration and to the following Restrictions. This Declaration and the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to this Declaration.

ARTICLE I  
DEFINITIONS

As used herein,

A. "Articles" means the Articles of the Incorporation of Ocean Ridge Village II Homeowners Association, Inc.

B. "Association" means Ocean Ridge Village II Homeowners Association, Inc., a North Carolina non-profit corporation. The "Board of Directors" or "Board" shall be the elected body governing the Association and managing the affairs of the association

C. "By-laws" means the Bylaws of Ocean Ridge Village II Homeowners Association, Inc.

D. "Common Use Areas" means all real and personal property, including those areas within dedicated portions of the Subdivision, which may be deeded to or acquired by the Association for the common enjoyment of the members of the Association.

E. "Common Expenses" means and includes actual and estimated expenses of maintaining and operating the common area and operating the Association for general purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Association.

F. "Dedication" means the act of committing a portion of the Subdivision to the purposes of the Declaration.

G. "Developer" means F. Roger Page, Jr. and M. F. Bostic, their heirs, successors or assigns.

H. "Lot" means a separately numbered tract of land lying within the Subdivision.

I. "Subdivision" means Ocean Ridge Village II.

J. "Ocean Ridge Insurance Association" means an unincorporated association for the benefit of all owners of lots in Ocean Ridge Village I and II and all owners of lots in such additional phases as may be brought within this Declaration for the sole purpose of participating, if available, in group hazard, liability and flood insurance for the benefit of homeowners.

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ARTICLE II

APPLICABILITY

A. This Declaration shall apply only to all subdivided numbered Lots shown on the aforesaid plat or map.

B. Any additional Phases of Ocean Ridge Village shall have separate restrictive covenants, separate incorporation of any homeowners' association, separate common expenses and separate management and control, but will be permitted to participate in the Ocean Ridge Insurance Association by their inclusion in this Declaration. In no event shall the owner of a lot in any Phase have any rights, obligations, or ownership with respect to any other Phase of Ocean Ridge Village.

On matters of insurance, the unincorporated Ocean Ridge Insurance Association shall be governed by the Boards of Directors of the homeowners' associations of the various Phases. Each lot owner in any Phase may be a member, with one (1) vote per lot, in the affairs of the Ocean Ridge Insurance Association.

ARTICLE III

A. An Association named OCEAN RIDGE VILLAGE II HOMEOWNERS ASSOCIATION, INC., has been or will be formed pursuant to the rules and requirements of the Non-profit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, and operate the Common Use Areas; to enforce the restrictions contained herein; and to make and enforce rules and regulations governing the Owners' use and occupation of Lots.

B. Each Owner of each Lot within the Subdivision shall be a member of the Association. The Declarant, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the Association:

1. That for so long as each is an Owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association;

2. That each shall be subject to the rules and regulations of the Association with regard to ownership of a Lot; and

3. That any unpaid assessment, whether general or special, levied by the Association in accordance with this Declaration, the Articles or the

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Bylaws shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.

C. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from ownership of said Lot.

D. The Association shall have one class of members who shall be all Owners. Each member shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote nor any fraction of a vote be cast with respect to any Lot.

#### ARTICLE IV

##### MANAGEMENT AND ADMINISTRATION

The management and administration of the affairs of the Common Use Areas of the Subdivision shall be the sole right and responsibility of the Association. The management shall be carried out in accordance with the terms and conditions of this Declaration, the Articles and the Bylaws of the Association, but may be delegated or contracted to managers or management services.

#### ARTICLE V

##### COMMON EXPENSES

The Common Expenses of the Subdivision include:

A. All amounts expended by the Association in operating, administering, managing, repairing, replacing and improving the Common Use Areas of the Subdivision; all amounts expended by the Association in insuring the Common Use Areas in the Subdivision; all amounts expended by the Association in legal, engineering, or architectural fees; all similar fees which may be incurred by the Association from time to time in performing the functions delegated to the Association by this Declaration; and all amounts expended in any form by the Association in enforcing this Declaration, the Articles or the Bylaws.

B. All amounts expended by the Association in carrying out any duty or discretion as may be required or allowed by this Declaration, the Articles or the Bylaws.

C. All amounts declared to be Common Expenses in the Bylaws or in this Declaration.

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D. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Common Use Areas in the Subdivision.

ARTICLE VI

ANNUAL GENERAL ASSESSMENT

A. The Declarant, for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of a deed for same (whether or not it shall be so-expressed in such deed) is deemed to covenant and agrees to pay to the Association annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions of Paragraph F of this Article, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.

B. Until January 1, 1989, the maximum annual general assessment shall not exceed Seven Hundred Twenty (\$720.00) Dollars per Lot for the first assessment year.

1. Thereafter, the maximum annual general assessment may be increased each year up to ten percent (10%) above the assessment for the previous year without any vote of the membership.

2. The maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year provided the proposed increase is approved by a vote of two thirds (2/3) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.

3. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors.

4. No assessment shall be made against lots owned by the Declarant unless a completed dwelling is situated thereon.



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

D. The annual general assessment levied by the Association shall be used exclusively to improve, maintain and repair the Common Use Areas, to pay the expenses of the Association, to pay the cost of lighting the Common Use Areas, to pay the cost of any insurance the Association determines to purchase, to promote the recreation, health, safety and welfare of the members, and to pay taxes levied upon the Common Use Areas.

E. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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

ARTICLE VII

SPECIAL ASSESSMENTS

A. Special assessments may be levied against Lots for such reasons as are provided in this Declaration, the Articles or the Bylaws and on such terms as provided by the Board of Directors or the members. Either the Board of Directors or the members may levy and impose special assessments upon a majority vote. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay Common Expenses which exceed the general assessment

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fund then on hand to pay same, and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed specific Lots, as provided herein. In the event the Owner of a Lot fails to comply with the provisions of Article XIII hereof, the Association may perform such task or remedy such matter and levy the cost of such performance against the Owner of such Lot and against such Lot as a special assessment.

B. Each lot shall be subject to an initial special assessment for capital improvements for the pool, club house and parking area appurtenant thereto, boardwalks, landscaping and utilities in an amount not to exceed \$6,000.00 per lot. No such initial special assessment shall be made until such time as ten (10) dwellings have been constructed within the Subdivision. Such assessment shall not be levied against any unsold lot owned by the Declarant unless a dwelling has been constructed thereon.

ARTICLE VIII

LIEN FOR ASSESSMENTS

Any general or special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs, and reasonable attorneys' fees, shall constitute a lien against the Lot upon which such assessment is levied. The Association may record notice of the same in the Office of the Clerk of Superior Court of Onslow County or file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No owner, except the Declarant, as provided in Article VII above, may waive or otherwise escape liability for the assessments provided for herein.

ARTICLE IX

COMPLIANCE WITH THIS DECLARATION, THE ARTICLES

AND THE BYLAWS OF THE CORPORATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in this Declaration, the Articles or the Bylaws of the Association, the following relief shall be available:

A. The Association, an aggrieved Lot Owner or Owners within the Subdivision on behalf of the Association, or any Lot Owner on behalf of all the Lot Owners within the Subdivision shall have the right to bring an action and

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recover sums due, damages, injunctive relief, and such other and further relief as may be just and appropriate.

B. The Association shall have the right to remedy the violation and assess the cost of remedying same against the offending Lot Owner as a special assessment.

C. If the violation is the non-payment of any general or special assessment, the Association shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his agents, employees and invitees of the Common Use Areas in the Subdivision for any period during which an assessment against the Lot remains unpaid.

D. The remedies provided by this Article are cumulative, and are in addition to any other remedies provided by law.

E. The failure of the Association or any Person to enforce any restriction contained in this Declaration, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

F. Prior to availing itself of the relief specified herein, the Association shall follow the hearing procedures as set forth in the Bylaws.

#### ARTICLE X

##### PROPERTY RIGHTS OF LOT OWNERS, CROSS-EASEMENTS, AND RESERVATIONS BY DECLARANT

A. Every Owner of a Lot within the Subdivision, as an appurtenance to such Lot, shall have a perpetual easement over and upon the Common Use Areas within the Subdivision for each and every purpose or use to which such Common Use Areas were intended as determined by their type, or for which such Common Use Areas generally are used. Such easements shall be appurtenant to and shall pass with the title to every Lot located within the Subdivision, whether or not specifically included in a deed thereto, subject to the following provisions:

1. The Association shall have the right to make reasonable rules and regulations respecting the use of same.

2. The Association shall have the right to suspend the voting rights of a Lot Owner and his right to use the Common Use Areas within the Subdivision for any period during which any due assessment against such Owner's Lot remains unpaid as is provided in Article VIII hereof, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

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B. The Association hereinafter may grant easements for utility purposes for the benefit of the Subdivision and the Lots now or hereafter located thereon, over, under, along and through the Common Use Areas. Provided however, that no such grant of easement shall have a material adverse effect on the use, enjoyment or value of any Lot.

C. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

D. Declarant shall have the right, at its election, without the consent of any owner or owners, to bring within the coverage and operation of Article II (B) such additional properties as may be dedicated in the future. The addition of property authorized hereby shall be made by filing of record in the Office of the Register of Deeds of Onslow County, North Carolina, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the operation and effect of Article II (B) of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or appropriate in the sole judgment of the Declarant to reflect the different character, if any, of the added properties.

E. Easements and rights of way over and upon each lot for drainage and the installation and maintenance of utilities and services are reserved exclusively to Declarant for such purposes as Declarant may deem incident and appropriate to its overall development plan, such easements and rights of way being shown or noted on the aforesaid recorded plat of the Subdivision, which plat is incorporated by reference and made a part hereof for a more particular description of such easements and rights of way. The easements and right of way areas reserved by Declarant on each Lot pursuant hereto shall be maintained continuously by the owner but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Improvements within such areas also shall be maintained by the respective owner except those for which a public authority or utility company is responsible.

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ARTICLE XI

COMMON AREAS, LIMITED AREAS, EASEMENT AREAS

A. Common Areas. The area designated on the attached Exhibit "A" as, "Pool, Clubhouse and Parking Area", shall be owned in common, and shall be titled in the name of the Association. The development and maintenance of such area shall be in accordance with the bylaws of the Association and the cost therefor shall be a common charge upon all lots.

B. Limited Common Areas. Those areas designated on the attached Exhibit "A" as "Vehicular Access Drive and Pedestrian Beach Access", shall be for the limited use and enjoyment of, and shall be owned in common by, the owners of the four (4) lots adjacent to each such area. Except as modified by written agreement between the Declarant and the Owners, the development and maintenance of each Limited Common Area shall be the responsibility of the owners of the four (4) lots adjacent thereto, and the cost thereof shall be a pro-rata lien upon each said lot. No driveways shall be located on any lot other than in the area shown on Exhibit "A" as Vehicular Access Drives.

C. Easement Areas. The area designated on the attached Exhibit "A", as "Easement Granted to Ocean Ridge Village II Homeowners Association for Landscape Areas and Pedestrian Access" shall be subject to cross-easements for the benefit of all owners, for the purpose of pedestrian walkways, common landscaping, sprinkler system, lighting system, and utilities. Such easements shall not interfere with the location and construction of any home. The Declarant reserves the right to make minor modifications to said easements.

ARTICLE XII

ARCHITECTURAL STANDARDS AND ARCHITECTURAL STANDARDS COMMITTEE

The Board of Directors shall establish an Architectural Standards Committee (hereinafter referred to as the "Committee") which shall be composed of five (5) members. The Board of Directors shall have the right to appoint and remove, at any time and without cause, three (3) members. The Declarant shall have the right to appoint and remove two (2) members of the Committee so long as the Declarant continues to own any portion of the Subdivision. At such time as the Declarant no longer owns any portion of the Subdivision, or upon notification by the Declarant to the Board of Directors that it does not desire to continue to appoint two (2) members of the Committee, all five (5) members shall be appointed or removed, at any time and without cause, by the Board of Directors.

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A. No construction, which term shall include within its definition clearing, excavation, grading and other site work, shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the Committee has been obtained.

B. The Committee shall have exclusive jurisdiction over all original construction on any Lot and later changes or additions after initial approval thereof, together with any modifications, additions or alterations subsequently to be constructed on any lot or made to any improvements initially approved. The Committee shall prepare and, on behalf of the Board of Directors, shall promulgate architectural standard guidelines ("guidelines") and application and review procedures ("procedures"). The guidelines and procedures shall be those of the Association and the Committee shall have the sole and full authority to prepare and to amend the guidelines and procedures. The Committee shall make the guidelines and procedures available to owners, builders and developers who seek to engage in the development of or construction upon the Lots and who shall conduct their operations strictly in accordance therewith.

C. The Committee shall have the absolute and exclusive right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of this Declaration and the guidelines, if the design, color scheme or location upon the Lot or Lots of the proposed improvements are not in harmony with the general surroundings or adjacent structures, if the plans or specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the best interests, welfare or rights of all or any part of the real property subject to this Declaration or the owners thereof.

D. The Committee shall approve or disapprove plans, specifications and details submitted in accordance with this procedures within thirty (30) days from the receipt thereof and the decisions of the Committee shall be final and not subject to appeal or review. Provided, however, that plans, specifications and details revised in accordance with Committee recommendations may be resubmitted for determination by the Committee. In the event that the Committee fails to approve or disapprove plans, specifications and details within thirty (30) days after submission of the same to the Committee, approval, for the purposes of this Article, shall be deemed to have been given by the Committee.

E. The Committee or its agent shall have the right to inspect all construction to ensure that it is performed in strict accordance with the

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approved plans, specifications and details. Upon completion of the construction in accordance with the approved plans, specifications and details, the Committee shall issue a certificate of completion to the owner.

F. Nothing contained herein shall be construed to limit the right of any owner to remodel the interior of his residence or permitted appurtenant structures, or to paint the interior of the same any color desired.

G. Neither the Declarant nor the Committee nor the Board of Directors or any agent thereof shall be responsible in any way for any defects in plans, specifications or details submitted, revised or approved in accordance with the provisions contained herein or in the guidelines, nor for any structural or other defect in any construction.

H. The requirements of this Article shall not constitute a lien or encumbrance on any Lot on which construction is completed, and any subsequent purchaser thereof for value without notice thereof is in no way affected by the failure of his predecessors in title to comply with the terms hereof.

#### ARTICLE XIII

##### RESTRICTIONS ON USE AND OCCUPANCY

A. No Lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any numbered Lot other than one (1) detached, single family residential dwelling.

B. Any dwelling constructed on a Lot subject to this Declaration shall contain not less than one thousand six hundred (1600) square feet of fully enclosed and heated floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages and any outbuildings).

C. No building, structure, fence, hedge, outbuilding, or appurtenance of any nature shall be located other than as shown on the building "footprint" as shown on the recorded plat.

D. The design, size and location of containers for the collection and removal of garbage, trash and other like household refuse shall be subject to and shall require the approval of the Committee.

E. The following general prohibitions and requirements shall apply and control the improvement, maintenance and use of all Lots:

1. No mobile home, trailer, camper, tent, or temporary house, temporary garage or other temporary outbuilding shall be placed or erected on any Lot, provided, however, that the Committee may grant permission for

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temporary structures for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a residence.

2. Once construction of a dwelling or other improvements is started on any Lot, the improvements must be substantially completed in accordance with the approved plans and specifications within twelve (12) months from commencement. For good cause shown the Committee shall have the right to waive this provision with respect to any lot owner.

3. During construction of improvements on any Lot, adequate portable sanitary toilets must be provided for the construction crew and the Lot must be cleaned of excess debris at least once a week.

4. All dwellings and permitted structures erected or placed on any Lot shall be constructed of material of good grade, quality and appearance, and all construction shall be performed in good workmanship manner and quality. The exterior of all dwellings and permitted structures shall be either natural wood, stone, stucco or brick. The covering for all roofs shall be wood shake shingles, tiles, Timberline style shingles or, if approved by the Committee, similar dimensional and style shingles. No used structures shall be relocated or placed on any Lot and no structures shall have an exterior constructed of concrete blocks, asbestos or asphalt siding. The requirements of the Committee shall control all improvements to any Lot as is specified herein.

5. Except structures erected by the Declarant, no structure erected upon any Lot may be used as a model home or exhibit unless prior written permission to do so shall have been obtained from the Committee.

6. All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted. The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the Declarant herein. In the event such growth is removed, except as stated above, the Declarant may require the replanting or replacement of same, the cost thereof to be borne by the lot owner. The Declarant also reserves the right and control of placement of all general landscaping in all phases of Ocean Ridge Village.

7. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any Lot or other area in the subdivision.

8. Any dwelling or improvement on any Lot which is destroyed in whole or in part by fire or other casualty must be rebuilt or all debris removed and the Lot restored to a sightly condition with reasonable promptness,



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provided, however, that in no event shall such debris remain on such Lot longer than three (3) months.

9. No stripped, partially wrecked, or junked motor vehicle, or part thereof, shall be permitted to be parked or kept on any Lot. All motor vehicles of any type kept on any Lot shall have current registration and inspection certificates.

10. No vehicle of any type shall be parked on any access drive in the subdivision. No truck nor other vehicle in excess of a one-ton load capacity nor any mobile home, trailer, camper, similar vehicle or boat shall be parked or kept overnight or longer, on any Lot, in such a manner as to be visible to the occupants of other Lots or the users of any street or recreation area.

11. All fuel storage tanks shall be buried below the surface of the ground and all outdoor receptacles for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible to the occupants of other Lots or the users of any access drive or recreation area.

12. All outdoor poles, clotheslines, and similar equipment shall be screened or so placed as not to be visible to the occupants of other Lots or the users of any access drive or recreation area.

13. All recreational equipment and personal property other than automobiles or bicycles must be stored in such a manner as not to be visible from any access drive or to the occupants of other Lots.

14. No mail or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located upon any Lot except such receptacle or standard design as shall have been approved by the Committee.

15. No sign (excluding typical "For Sale" and builder identification signs or similar signs), billboard or other advertising structure of any kind may be erected or maintained upon any Lot; provided, however, that construction identification signs approved by the Committee showing the Lot number and name of the builder may be exhibited upon the Lot during the period of construction.

16. No radio station or short wave operator of any kind shall operate from any Lot or residence without the prior written approval of the Committee. All radio and television antenna installations shall be approved in writing by the Committee before the antenna is installed.

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17. All dwelling connections for all utilities including but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner as may be acceptable to the appropriate utility authority.

18. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, not more than two (2), may be kept provided they are not kept, bred, or maintained for any commercial purpose, and provided, further, that such pets do not constitute a danger or nuisance to other Lot owners or to the neighborhood. All domestic pets shall be kept on leash when outside the residence.

19. The erection of fences shall not be permitted unless approved by the Committee as provided in Article XII hereof.

20. No window air-conditioning units shall be installed in the side of any structure in such manner as to be visible from any access drive or recreational area.

21. No noxious, offensive or illegal trade or activity shall be carried on upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to other Lot owners or the neighborhood.

#### ARTICLE XIV

##### AMENITIES AND FACILITIES

Every recreation area, recreation facility, dedicated access and other amenities appurtenant to the Subdivision, whether or not shown and delineated on any recorded plat of the Subdivision, shall be considered private and for the sole and exclusive use of the Owners of Lots within the Subdivision. Neither Declarant's execution nor the recording of any plat nor any other act of Declarant with respect to such areas is, or is intended to be, or shall be construed as a dedication to the public of any such areas, facilities or amenities.

#### ARTICLE XV

##### WAIVER

No provision contained in this Declaration, the Articles or the Bylaws, shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce them on the part of any person as to the same or similar future violations, no matter how often the failure to enforce is repeated.

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ARTICLE XVI

VARIANCES

The Board of Directors in its discretion may allow reasonable variances and adjustments of this Declaration in order to alleviate practical difficulties and hardship in their enforcement and operation. Any such variances shall not violate the spirit or the intent of this document to create a Subdivision of Lots owned in fee by various persons with each such Owner having an easement upon areas owned by the Association.

To be effective, a variance hereunder shall be recorded in the Onslow County Register of Deeds Office; shall be executed on behalf of the Association; and shall refer specifically to this Declaration.

ARTICLE XVII

DURATION, AMENDMENT AND TERMINATION

A. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of one (1) year. This Declaration may be amended in full or part during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay Common Expenses to benefit the Common Use Areas, as herein provided, or affect any lien for the payment of same. To be effective any amendment must be recorded in the office of the Register of Deeds of Onslow County, North Carolina and a marginal entry of same must be signified on the face of this document.

B. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, each of which shall remain in full force and effect.

ARTICLE XVIII

CAPTIONS

The captions preceding the various Articles of this Declaration are for the convenience of reference only, and shall not be used as an aid in interpretation or construction of this Declaration. As used herein, the singular includes the plural and where there is more than one Owner of a Lot, said Owners are jointly and severally liable for the obligations herein imposed.

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Throughout this Declaration, references to the masculine shall be deemed to include the feminine, the feminine to include the masculine and the neuter to include the masculine and feminine.

ARTICLE XIX

ASSIGNABILITY OF RIGHTS AND LIABILITIES

Declarant shall have the right to sell, lease, transfer, assign, license and in any manner alienate or dispose of any rights, interests and liabilities retained, accruing or reserved to it by this Declaration. Following any such disposition, Declarant in no way shall be liable or responsible to any party with regard to any such right, interest or liability or any claim or claims arising out of same in any manner.

ARTICLE XX

LIBERAL CONSTRUCTION

The provisions of this Declaration shall be construed liberally to effectuate its purpose of creating a Subdivision of fee simple ownership of Lots and buildings governed and controlled by rules, regulations, restrictions, covenants, conditions, reservations and easements administered by an Owners' association with each Owner entitled to and burdened with the rights and easements equivalent to those of other Owners.

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IN WITNESS WHEREOF, P. ROGER PAGE, JR., and M. F. BOSTIC, have caused this instrument to be signed and sealed, this the 18th day of November, 1987.

*[Signature]* (SEAL)  
P. ROGER PAGE, JR.  
*[Signature]* (SEAL)  
M. F. BOSTIC

STATE OF NORTH CAROLINA  
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that P. ROGER PAGE, JR., personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 18th day of November, 1987.

*[Signature]*  
Notary Public  
My Commission Expires: 6-9-91

STATE OF NORTH CAROLINA  
COUNTY OF

I, a Notary Public of the County and State aforesaid, certify that M. F. BOSTIC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and seal, this 18th day of November, 1987.

*[Signature]*  
Notary Public  
My Commission Expires: 6-9-91

NORTH CAROLINA, ONSLOW COUNTY  
The foregoing certificate(s) of

Jo Ann G. Williams

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 857 Page 542 This 19th day of November 1987 A.D. 4:49 o'clock P.M. *[Signature]* Register of Deeds, Onslow County

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EXHIBIT A

