

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR ENGLISH TURN SUBDIVISION

(Map Book 29, Page 984, Carteret County Registry)

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (hereafter "Declaration") is dated for purposes of reference this 25th day of February, 2002, is made and executed by GOLF & SHORE PROPERTIES, INC. (hereafter "Declarant") for the purposes and premises which follow.

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of certain subdivision of real property located in Morehead Township; Carteret County, North Carolina, which is described as "English Turn", Map Book 29, Page 984, Carteret County Registry, which map description is hereby incorporated herein by reference; and,

WHEREAS, English Turn is comprised of 23 residential building lots (hereafter "Lots") within its boundaries which are restricted by this Declaration; designated street right of ways; and a cross-hatched section noted on the recorded plat as "WETLANDS - RECREATION AREA", all such areas being hereafter referred to as "Properties"; and,

WHEREAS, the portion of the above described "cross-hatched" section which appears to partially invade Lots 17 through 23 is not dedicated as recreation area, but rather is shown for the purpose of depicting the approximate extent of "wetlands" upon such Lots; and,

WHEREAS, there also appears upon said recorded plat certain other cross-hatched areas located upon the Lots, which areas are hereby dedicated for the uses, purposes, and restrictions shown (e.g., drainage, utility, and sight); and,

WHEREAS, Declarant desires to create a planned residential community within the Properties and to provide an overall plan of development therefore which will endeavor to assure orderly development, preservation of property values, maintenance of Common areas, good streets, and the general safety of property owners, and to that end Declarant intends to subject, and does hereby subject, the Properties to the restrictions, conditions, easements, charges, liens, and other encumbrances created hereby; and,

WHEREAS, Declarant may subsequently develop additional properties it now owns or later acquires, and subject the same to this Declaration in order to complete an overall scheme of development with common purposes and objectives, and does hereby reserve the unilateral right to do so; and,

WHEREAS, English Turn is a planned community created pursuant to the North Carolina Planned Community Act, N. C. General Statutes, Chapter 47F (hereafter "Planned Community Act"), and is not a condominium or townhouse project; and,

WHEREAS, Declarant has deemed it appropriate for the more complete and efficient achievement of the purposes and objectives of this Declaration to create a corporation of homeowners to which should and subsequently will be delegated and assigned the powers of owning, maintaining, and administering the Common Areas and facilities of the Properties; to administer and enforce the covenants and restrictions encumbering the Properties; to levy and collect the dues and assessments required for the

sound fiscal operation of the affairs of the corporation; and to perform such other proper purposes which it may be empowered to perform pursuant to the Planned Community Act, its by-laws, and this Declaration, or which may be reasonably necessary for the achievement of its specific purposes; and

WHEREAS, for the aforesaid purposes the Declarant has formed, or will subsequently form, said corporation under the name "English Turn Owners Association, Inc." (hereafter "Association"), a non-profit corporation chartered under the laws of the State of North Carolina, membership in which corporation shall be mandatory for all owners of Lots; and,

WHEREAS, Declarant reserves the unilateral right to assign to third parties all or some of its rights and obligations herein, and all subsequent references to Declarant shall include any such assignees of Declarant.

NOW, THEREFORE, the hereinafter set forth Covenants, Restrictions and Easements shall govern the use of the Properties from the time of recordation of this instrument.

NOW, THEREFORE, the hereinafter set forth Covenants, Restrictions and Easements shall govern the use of the Properties from the time of recordation of this instrument.

ARTICLE I

(Definitions)

The following definitions shall apply to this Declaration:

1. "Allowable Living Unit" shall mean and refer to a permissible but unconstructed Living Unit as hereinafter defined. The maximum number of Allowable Living Units shall be as designated by this Declaration or amendments hereto.
2. "Association" shall mean and refer to English Turn Owners Association, Inc.
3. "Building" shall mean any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind. The term "building" shall be construed as if followed by the words "or parts thereof," including porches, decks, carports, garages, sheds, roof extensions and overhangs and other projections.
4. "Common Areas" shall mean all aspects of the Properties, other than the designated Lots.
5. "Constructed Living Unit" shall mean and refer to a residential home upon a Lot which has been fully constructed and is ready for occupancy. For purposes of this subparagraph, a Constructed Living Unit shall be deemed "fully constructed" if a certificate of occupancy has been issued for said Unit by the appropriate authority. Twelve (12) months shall be considered adequate time to complete construction of building once construction has begun.
6. "Family" shall mean and refer to one person living alone or two or more persons, whether related to each other by birth or not, and having common housekeeping facilities.
7. "Lot" (and Lots as the context requires) shall mean and refer to any of Lots 1 through 23, English Turn, and such other lots in subsequently developed projects as may become encumbered by this Declaration.
8. "Master Association" shall mean and refer to Brandywine Owners Association, Inc. as chartered by the State of North Carolina and any amendments thereto, and as established by the original declaration of covenants for Brandywine Bay appearing in Book 435, Page 362, Carteret

County Registry and any recorded amendments thereto (hereafter collectively "Original Declaration").

9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, holding the fee simple title to any Lot. A tenant, lessee, mortgagee, or beneficiary of a deed of trust is not an Owner.

10. "Person" shall include any individual, partnership, corporation, trust or other entity.

11. "Properties" shall mean and refer to all of the property appearing within the solid boundary lines of the recorded plat of English Turn, excluding Lord Granville Drive and Brandywine Blvd., but including the area designated "WETLANDS - RECREATION AREA".

12. "Single-Family Dwelling" shall mean and refer to a building containing one, and only one Constructed Giving Unit.

ARTICLE II

(General Use Restriction of Lots)

All Lots in English Turn are hereby dedicated and restricted solely for use as single family residences, subject to Declarant's reserved rights as set forth in Article V, Section 15 below. ARTICLE III (Subjecting Additional Development To This Declaration)

If and when new properties are developed by Declarant, whether referred to as "English Turn" or some other designation, Declarant may, by supplemental declaration to be filed in the Office of the Register of Deeds of Carteret County, make such new properties or portions thereof subject to this Declaration so that lots and lot owners therein will automatically be bound hereby. However, Declarant reserves the right to impose different covenants upon such subsequently developed property.

ARTICLE IV

(Brandywine Owners Association)

1. Membership. Every Owner shall be a member of the Brandywine Owners Association (herein "Master Association").

2. Voting Rights. Each member shall have voting rights in the Master Association as provided in the Original Declaration. In addition, all members shall be bound by the

4. Allowable Assessments. Every member of the Master Association is obligated and bound, whether or not expressly stated in any instrument of conveyance, to pay to the Master Association, for each Lot owned, the following:

(a) annual charges or dues;

(b) special assessments; and

(c) charges for the services or facilities provided by the Master Association. All such assessments, charges and dues, together with any interest thereon, shall be a debt of the member as well as a charge upon the Lot of said member constituting a continuing specific lien thereon as security for the payment of said obligations. The time and manner of perfecting said liens shall be as established by the Master Association from time to time.

The revenues payable to the Master Association shall be used exclusively for the purposes of promoting the recreation, health, safety, and welfare of the residents of the property, and in particular, for the improvement and

maintenance of common properties. Included, but not limited hereby, are the payment of taxes and insurance on common properties; repairs, replacements, and additions thereto; the cost of labor, equipment, and materials; the cost of management, maintenance, security, and supervision of common properties; the cost of maintenance of streets, drainage, or other community facilities; and such other purposes reasonably incident thereto.

5. Amount of Assessments.

a. Annual: The annual assessment shall be the assessment determined in accordance with the Original Declaration, which annual assessment is in the amount of \$200.00 for the fiscal year beginning May 1, 2001 and ending April 30, 2002.

b. Special: A special assessment may, from time to time, be levied by the Master Association at any regular or special meeting held in accordance with the by-laws, if two-thirds (2/3) of the total votes cast by members are in favor of such assessment, and if approved by a two-thirds (2/3) vote of the Board of Directors.

c. Services: Charges for services or facilities shall be assessed by the Hoard of Directors of the Master Association on a nonprofit basis. Such services/facilities include the boat storage yard on Highway 24.

6. Organization. The organization of the Master Association and its functioning shall be as established in its charter and by-laws.

b. Special: A special assessment may, from time to time, be levied by the Master Association at any regular or special meeting held in accordance with the by-laws, if two-thirds (2/3) of the total votes cast by members are in favor of such assessment, and if approved by a two-thirds (2/3) vote of the Board of Directors.

c. Services: Charges for services or facilities shall be assessed by the Board of Directors of the Master Association on a nonprofit basis. Such services/facilities include the boat storage yard on Highway 24.

6. Organization. The organization of the Master Association and its functioning shall be as established in its charter and by-laws.

7. Amendments. All amendments to Article III of the Original Declaration shall be binding on all members of the Master Association, including, without limitation, those Owners made members by this Declaration.

ARTICLE V

(Lot Use Restrictions)

1. Lot Use and Building Type. No Lot shall be used except for residential purposes. No building or structure shall be erected, altered or permitted to remain on any Lot other than a detached single family dwelling with an attached private garage for two cars. A two car garage is mandatory. Before commencing construction, the plans for such structures must be approved in accordance with Article VI herein. No outbuildings, temporary or otherwise, shall be allowed except for temporary toilets during construction as required by applicable law.

2. Dwelling Size. The enclosed floor heated area of the main structure, exclusive of porches and garages, (whether open or closed) shall not be less than 1400 square feet.

3. Building Location. No building or structure, as allowed by Section 1 above, shall be located 'on any lot nearer to the front, side or rear lot lines than the minimum building set-back areas shown or

described on the recorded plat of English Turn. For the purpose of this covenant, eaves and steps shall not be considered a part of the building, provided however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

4. Animals . Only domestic house pets are permitted upon any Lot. No pets may be kept, bred or maintained for any commercial purposes. All pets shall be on a leash when off the premises of any Lot and may not be allowed to roam the neighborhood. No dog houses, pet enclosures, cable runs, or similar pet accessories shall be permitted upon any Lot. Declarant specifically delegates to the Association the right and power to enact and enforce additional rules and regulations concerning the number, type, and manner of keeping domestic pets upon Lots as may be deemed appropriate by said Association.

5. Prohibition of Nuisance. No loud or boisterous conduct or noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. Recreational Equipment. No recreational equipment or vehicles, including boats, trailers, campers and other similar personal property (other than operational automobiles) may be parked on any Lot. No junk, wrecked or non-operational cars or vehicles shall be kept on any Lot at any time.

7. Clotheslines, Antennae, Etc. No outdoor clotheslines shall be allowed. Satellite dishes must be approved by the Architectural Control Committee to ensure that they are suitably located or screened from view from all sides. Only small dishes (approximately 18" diameter) shall be allowed. No exterior antennae shall be allowed.

8. Outbuilding; Mobile and Modular Homes. No "non-house" structures of any type or character, including, but not limited to, trailers, recreational vehicles, ATV's, tents, shacks, utility sheds, garages, barns, and the like, shall be located upon any Lot, either temporarily or permanently. For purposes of this paragraph the term "trailers" shall include trailers, mobile homes, and what is commonly known as "double-wide" trailers or mobile homes. No detached structures of any kind, including but not limited to storage buildings, workshop, doghouse, shall be allowed on any Lot.

9. Signs. No sign or billboard of any kind shall be erected or allowed on any Lot other than a "For Sale" or "For Rent" sign not larger than two (2) feet by two (2) feet. Provided, however, this provision shall not prevent use by Declarant, or its assigns, of advertising signs which shall advertise the entire English, Turn project. The allowed "For Sale" and "For Rent" sign shall be removed upon completion of the sale or rent transaction.

10. Mailboxes/Newspaper boxes. Each Lot may have a single mailbox/newspaper pole or post that supports both boxes. The mailbox/newspaper box must be approved by the Architectural Control Committee as provided in Article V herein. All mailbox/newspaper box units shall be uniform throughout English Turn.

11. Driveways. Each Lot on which a dwelling unit is constructed shall have a paved driveway. For purposes of this paragraph the term "paved driveway" shall be deemed to mean a driveway of concrete only, and shall include parking space, on each Lot itself, for at least two automobiles.

12. Fuel Oil Tanks; Trash Receptacles. Any propane or fuel oil tanks shall be buried, placed in the basement of the dwelling house, or shall be enclosed in such manner that they will not be visible from off the Lot, and such that the structure within which the tank is housed blends harmoniously with the dwelling house. All trash cans shall, likewise, be enclosed or screened such that they cannot be viewed from off the Lot. Location and screening of tanks and trash cans must be approved by the Architectural Control Committee and may be otherwise regulated by the Association.

13. General Construction Standards. It is intended that the entire subdivision have a harmonious look, to the extent that each dwelling be similar in style to each other dwelling. Therefore, the following general standards shall apply:

- a. All dwellings shall have a front porch.
- b. All dwellings shall have an enclosed, attached two (2) car garage.
- c. Exterior colors shall be harmonious as determined by the Architectural Control Committee.
- d. All utilities shall be underground.
- e. There shall be no fences on any lots except as approved by the Architectural Control Committee for purposes of screening tanks, HVAC components, or trash cans.
- f. The Architectural Control Committee shall approve all landscaping on which residences are built. Any changes thereafter to any Lots including but not limited to additional clearing, planting of trees, shrubs, gardens or any other alterations shall require prior approval by the Architectural Control Committee as provided for in Article VI.

14. Sight Triangles. There are small cross-hatched "triangle" areas appearing on Lots 1, 8, 9, 14, and 15 at the corner of said Lots at street intersections. No construction, fence, building, or any other item or fixture of any sort may be placed within said areas, nor any plantings of shrubs, trees, or other forms of vegetation (except grass) - this for the purpose of assuring safety and unobstructed views of traffic for vehicles preparing to enter onto Lord Granville Drive and Brandywine Blvd. from Cannery Row and Cottage Row.

15. Special Use Rights Reserved by Declarant. Notwithstanding anything to the contrary contained in this Declaration, the Declarant hereby unilaterally reserves the following rights for such time as Declarant owns any portion of the Properties;

- a. The right to complete improvements indicated on plats and plans filed with the Declaration.
- b. The right to utilize any Lot in the subdivision as a model or models/sales facility for sale of Lots to which this Declaration applies.
- c. The right to convey the street right of ways appearing upon the recorded plat to the Master Association for purposes of maintenance.
- d. The right to assign any or all of Declarant's rights and obligations to third parties.
- e. The right to contract with any utility or service provider for the provision of utilities and services to the Properties (such as street lighting), and to delegate the responsibility for payment for such utilities and services to the Association.
- f. The right to create any easement upon any of the Properties not already sold and conveyed to third parties which becomes necessary to comply with any governmental or regulatory agency authority.

ARTICLE VI

(Architectural Control Committee)

There currently exists a standing Architectural Control Committee of the Master Association. However, except as hereinafter described, the Lots to which this Declaration applies shall not be governed by said

standing Architectural Control Committee, but shall be governed by the Architectural Control Committee created and described below.

1. General. There is hereby created an Architectural Control Committee (hereinafter, the "Committee") for English Turn. Said Committee shall consist of three (3) members.

The members of the Committee shall be appointed by Declarant until such time as all Lots in English Turn are conveyed by Declarant, or until such earlier time as Declarant shall elect to transfer appointment rights to the Association. Such transfer shall be accomplished by written notice of same to the Association from Declarant. Upon such notice, or upon the conveyance by Declarant of the last Lot to be conveyed by Declarant, the Association Board of Directors shall appoint the members of the Architectural Control Committee.

No building, fence or wall, sign, or other structure shall be commenced, or erected or maintained upon a portion of the Properties, nor shall any addition, change, or alteration (including repainting or residing) to any exterior be made until the plans and specifications showing the nature, kind, height, materials, color, and locations of the same shall have first been submitted to and approved in writing by the Committee.

2. Plans. It shall not be required that house plans be prepared by a registered architect licensed to practice in the State of North Carolina. All plans presented to the Architectural Control Committee must, however, be of professional quality, must be complete, and must fairly depict the exterior appearance and site plan for the proposed improvements. All plans and specifications must be submitted to the Architectural Control Committee at least ten (10) days prior to application for a building permit. The submissions shall show by plot plans, elevations, and perspective sketches all proposed improvements including locations, architectural features and landscaping. In the event said Committee fails to respond, in writing, on a proper submission, within thirty (30) days after sufficient plans have been submitted to it, this Article will be deemed to have been fully complied with, and the plans shall be deemed approved.

3. Approval. The Committee will review and shall approve the plans and specifications if the proposed improvements meet all of the requirements of this Declaration, if in its opinion, the exterior appearance of the property will be visibly compatible and harmonious with other development in the subdivision. Architectural style and materials must be, in the opinion of the Committee, professionally and aesthetically acceptable, and harmonious with those of other dwellings. Notification of approval or disapproval shall be in writing.

By acceptance of a Deed, purchasers agree that the actions of the Committee are in the best interest of all Owners within the subdivision and that they will abide by the decisions of the Committee. Declarant, the Committee, or other Owners may seek injunctions to compel compliance with Committee decisions, or damages resulting from failure to act in accordance with directions of the Committee.

4. Site Standards. All Owners agree to leave all vegetation, trees, brooks, creeks, hillsides, springs, water courses, and ravines in as near their natural state as is compatible with good building and land use practices, to the end that an attractive exterior lot appearance will be evident at each building site, and in keeping with surrounding properties. The locations of buildings and parking areas be made such that the overall wooded nature of the subdivision shall be preserved and land left undisturbed. All site plans must show existing elevations and tree covers so that the Architectural Control Committee may determine if this provision has been adequately considered when plans are submitted for approval under Section 2 above.

5. Appeal. Any Owner submitting plans, as required by this Declaration, to the Architectural Control Committee, shall be entitled to appeal to the Board of Directors of the Association any adverse ruling. In order to avail himself of this right of appeal, the aggrieved party must notify the Board of

Directors, in writing, requesting a hearing, said notification to be given to the Board of Directors within seven (7) days after his receipt of written notification of the adverse decision. The Association shall schedule the hearing within fourteen (14) days after receipt of said notice, shall give to the aggrieved Owner written notice of the date of said hearing, and shall give the Owner the right to appear and personally state his case. The decision of the Board of Directors of the Association shall be controlling in all such matters, and all Owners hereby agree to be bound by such decision. The board shall overturn a decision of the Committee only if a finding is made that the decision of the Committee was arbitrary, and without rational basis.

ARTICLE VII

(Utilities)

Declarant covenants that either public or private water and sewer services will be available to purchasers of lots in English Turn. All users of such services agree to pay rates established by the proper authorities for the use of such services.

ARTICLE VIII

(English Turn Owners Association, Inc.)

Declarant has caused or will cause to be created a non-profit corporation named English Turn Owners Association, Inc. (herein, the "Association"), which Association shall be governed pursuant to this Article, its by-laws, and the Planned Community Act.

1. Membership. Every person having any fee ownership of a Lot in English Turn shall be a member of the Association, excluding only persons holding such interest as security for performance of an obligation. Lessees, regardless of length of term of lease, shall not be members. The Association shall have two classes of voting membership:

a. Class A Members: Class A Members shall be all those Owners as defined in Article I of this Declaration, with the exception of the Declarant. When more than one Owner holds an interest in any Lot, all Owners of such Lot shall be Members.

b. Class B Member: The Class B Member shall be the Declarant. However, Declarant's membership status shall expire at such time as it conveys the last Lot it owns in English Turn. Further, in the event Declarant owns no more than one Lot in English Turn and has not sold said Lot for at least six (6) months, its membership status shall automatically convert to Class A, with voting rights as set forth below.

2. Voting Rights. Members shall be entitled to vote at all annual and special meetings of the general membership on matters required by the by-laws of the Association, this Declaration, or any applicable statute to be voted upon. While all Owners, other than Declarant, shall be Class A Members, there shall be only one vote per Lot entitled to be cast at meetings of the Association by such Owners. In cases where two people are owners (such as husband and wife, parent and child, or brother and sister), a unanimous vote of the two will be required; and in the case of three or more people (such as heirs), a simple majority shall be required. In the event that only one of multiple Owners of a Lot attends a meeting of the Association at which a vote is taken, or votes in some other fashion by approved proxy or otherwise, such vote for the Lot so represented will be presumed to be and recorded as the vote made and entered for that Lot, with the approval of all, or a majority of, the Lot Owners.

The Class B Member, the Declarant, shall have twenty-three (23) votes per Lot, subject to the limitation on Declarant's membership status as stated in subparagraph 1 b. above.

3. Suspension of Voting Rights. The right of any Member to cast a vote for a Lot may be suspended by the Association for a substantial violation of the Association's rules and regulations, or of this Declaration.

4. Assessments. The owner of each Lot on which is located a Constructed Living Unit in English Turn is obligated to pay to the Association, for each Lot owned by it, the following:

a. Annual charges or assessments which, for the first fiscal year beginning on January 1, 2002, are in the amount of \$960.00 per Lot, payable in monthly installments of \$80.00, due and payable on the first day of each month, commencing on the first day of the month immediately following the month in which a certificate of occupancy is issued for that Lot. The Board of Directors for the Association shall have the right to increase the annual charges/assessments by an amount not exceeding ten percent (10%) of the amount for the previous fiscal year. Any increase above that amount shall require approval of not less than 66 2/3rds percent of the vote of membership voting in person or by proxy at an annual meeting or at a special meeting called for that purpose.

b. Special assessments for extra-ordinary repair/restoration of all easements and Common Areas appearing on the recorded plat of English Turn, including the right of ways of English Turn, if said right of ways are not conveyed by Declarant to the Master Association for maintenance. If only the paved portion of said street right of ways are conveyed to the Master Association by Declarant, then such special assessments shall apply to the shoulders and street lighting located within the remaining portion of said right of ways.

c. Each Lot on which is located a Constructed Living Unit shall pay the same assessment amount, whether annual or special. The annual assessment amount for each separate Lot shall be determined by the Board of Directors, subject to approval by membership as noted in subparagraph (a), above.

5. Use of Assessments. Assessments made by the Association shall be used to meet its obligation for street right of way maintenance (if not conveyed to the Master Association); street lighting; all drainage and other easements; for landscape maintenance to Lots as provided below; for maintenance of the Common Areas; and for all reasonable and necessary costs and expenses of administering its purposes and owning its Common Areas, such as taxes and insurance.

6. Obligation for Assessments: Lien for Assessments. All assessments, including interest thereon (at the rate of 18% per annum) shall be the joint and several obligation of the Owners of each Lot at the time the assessment is made. Annual assessments shall be deemed made on the first day of the fiscal year. Special assessments shall be deemed made on the date the special assessment is approved by the membership. Non-payment of an assessment within thirty (30) days of its due date shall give rise to the right of the Association to file a lien against the Lot against which such assessment applies, and to enforce said lien, pursuant to section 47F-3-116 of the Planned Community Act. The liens provided for herein shall have priority and be otherwise governed in accordance with such section.

7. Organization of Association. The organization and operation of the Association shall be as provided in this Declaration, the corporate charter, and by-laws.

8. Limited Duty of Association to Maintain Landscape of Lots: Duty to Maintain Streets and Street Lighting. The Association shall maintain the lawns and shrubbery upon the Lots. It shall have no responsibility for maintenance of flowers or flowering plants, and shall have no responsibility for the removal of trees which become diseased, dead, or for any other reason. This obligation includes, but is not limited by, regular lawn mowing, weed eradication and prevention, seasonal fertilizing, seasonal shrub pruning, and seasonal mulching (mulching in front yards only). The Association shall have no

responsibility to replace any aspect of the landscape of any Lot. The Declarant hereby assigns to the Association any and all warranties given by the seller of any aspect of the original landscaping of a Lot.

To the extent the streets are not conveyed to the Master Association for maintenance as provided herein, the Association shall maintain and keep repaired or replaced, as necessary, the street right of ways and all components and collateral aspects thereof, such as storm drains and piping. Further, it shall maintain, repair, or replace as necessary, all street lighting.

ARTICLE IX

(Duration)

These covenants are to run with the land and shall be binding on all parties and all persons, including Declarant and all persons claiming under them for a period of twenty-five (25) years from the date of recording of these covenants, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change these covenants in whole or in part.

ARTICLE X

(Amendment to Declaration)

This Declaration may be amended by vote of 66 2/3rds percent of membership voting in person or by proxy at an annual meeting or a special meeting called for that purpose. The amendment must be signed by the President and Secretary of the Association and recorded in the Carteret County Registry to become effective.

ARTICLE XI

(Enforcement)

Enforcement of this Declaration shall be by any proceeding in law or equity against any person violating or attempting to violate any provision hereof, whether to restrain a violation or to recover damages, and against the land to enforce any lien created by this Declaration, and failure by the Association or any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any provision of this Declaration by judgment or court order shall in no wise affect any other provision, and the same shall remain in full force and effect. The right of enforcement of these covenants is hereby decreed to be vested in any Owner, or Declarant, or the Association, except that enforcement by the Association shall not apply to architectural control matters unless such function shall have been transferred to the Association's Architectural Control Committee by Declarant. To the extent permitted by the Planned Community Act, the Association shall be entitled to recover its reasonable attorney fees incurred in connection with any lawsuit brought by it to enforce the covenants, conditions, restrictions, and obligation for payment of assessments contained herein.

ARTICLE XII

(Interpretation)

This Declaration shall be interpreted in the spirit of reasonableness and, in the absence of authoritative court decisions, the interpretations placed thereon by Declarant shall prevail.

ARTICLE XIII

(Stormwater Management)

In accordance with Declarant's development permits, the following stormwater management restrictions shall apply to all Lots subject to this Declaration:

1. The allowable built-upon area per Lot is 4,338 square feet for Lots 1 through 23, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, but not including wood decking, or the water surface of swimming pools.
2. The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the North Carolina Division of Water Quality.
3. Filling in, piping or altering any vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is prohibited by any persons.
4. Lots within CAMA's Area of Environmental Concern may have the permitted built upon area reduced due to CAMA jurisdiction within the AEC.
5. Filing in, piping or altering any designated curb outlet swale associated with the development is prohibited by any persons.

ARTICLE XIV

(Conveyance of Common Areas and Easements to Association by Declarant)

On or before the date the Declarant sells and conveys the last Lot owned by it upon which is build a Completed Living Unit, Declarant shall execute a conveyance of all of the Common Areas and easement rights of English Turn to the Association, and Association shall accept said conveyance and thereafter manage and maintain the same at its sole responsibility and expense pursuant to this Declaration and the Planned Community Act.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in its corporate name by its corporate officers, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

GOLF & SHORE PROPERTIES, INC.