

COVER SHEET

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Type of Document: Restrictive Covenants

Grantor: Point Haven IV at Olde Point Homeowner's Association, Inc.

Grantee: To Whom It May Concern

Return to: Patricia M. Homa, P.C., Attorney at Law, P. O. Box 1310, Hampstead,  
NC 28443

Prepared and Submitted By: Patricia M. Homa, P.C., Attorney at Law, P. O. Box  
1310, Hampstead, NC 28443

*Submitted electronically by Patricia M Homa, P.C., in compliance with NC  
statutes governing recordable documents and the terms of the Submitter MOU with  
the Pender County Register of Deeds.*

submitted electronically by "Patricia M. Homa, P.C."  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Pender county Register of Deeds.

STATE OF NORTH CAROLINA

COUNTY OF PENDER

**AMENDMENT OF DECLARATION OF RESTRICTIONS, COVENANTS AND  
CONDITIONS**

**POINT HAVEN  
SECTION IV  
AT OLDE POINT**

This AMENDMENT OF DECLARATOIN OF RESTRICTIONS,  
COVENANTS AND CONDITIONS, made and entered into this 19th day of April, 2016,  
by POINT HAVEN IV AT OLDE POINT HOMEOWNER'S ASSOCIATION, INC., a  
North Carolina not for profit Corporation operating in Pender County, North Carolina.

**WITNESSETH:**

WHEREAS, the Association and the Owners are owners of certain property in the  
Topsail Township, Pender County, North Carolina, which is more particularly described  
as follows:

Being all of Point Haven, Section 4, as is shown on a map thereof recorded in  
Map Book 25 at Page 103 in the Office of the Register of Deeds of Pender  
County, North Carolina, to which map reference is hereby made for a more  
particular description.

WHEREAS, the original developer, Elite Developers, Inc., executed and caused to be  
recorded in Book 0763 at Page 456 of the Pender County Registry a Declaration of  
Covenants, conditions and restrictions of Point Haven, Section 4, which was further  
amended in Book 2969 Page 231 of said Registry; and

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

WHEREAS the original developer of Point Haven at Olde Point, Section 4, is no longer involved in Point Haven at Olde Point, Section 4, other than its ownership of one lot in the subdivision, and all other lots have been sold to private owners; and

WHEREAS there is no successor to the original developer of Point Haven at Olde Point, Section 4; and

WHEREAS, the Association is the acting representative of its members who are lot owners and homeowners in Section 4 of Point Haven at Olde Point; and

WHEREAS, the Association now desires to restate the restrictive covenants by way of this document which is to be binding upon all ten (10) units comprising the Association and supercede and replace the prior Declaration recorded in Book 0763 Page 456 and its amendment so that all covenants and restrictions are contained in one document; and

WHEREAS, the Association has sought and obtained approval of the owners of the majority of the lots for amending said covenants and restrictions as outlined below; and

NOW, THEREFORE, the Association, by and through its authority as granted by the owners of the majority of the lots in Point Haven, Section 4, and for itself and its successors and assigns, does hereby amend the restrictions governing Point Haven, Section 4, by adopting the following restrictions and by withdrawing any and all prior restrictions in their entirety.

#### ARTICLE I DEFINITIONS

Section 1. Association shall mean and refer to POINT HAVEN IV AT OLDE POINT HOMEOWNER 'S ASSOCIATION, INC., its successors and assigns.

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

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

Section 4. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area owned by the Association is described as follows:

BEING all of that area shown and designated as Common Area on the map of POINT HAVEN, Section 4, as recorded in Map Book 25 at Page 103 of the Pender County Registry; the said Common Area being further described as being all of the areas shown on the aforesaid map of POINT HAVEN, Section 4, with the exception of the lots designated as lots 101, 103, 105, 107, 109, 111, 113, 115, 117 and 119.

Section 5. Patio Home shall mean and refer to any of the ten numbered lots designated as 101, 103, 105, 107, 109, 111, 113, 115, 117 and 119, as shown on the plat of POINT HAVEN, Section 4, recorded as aforesaid in the Pender County Registry together with the structure or dwelling thereon which structure may be separately referred to as "Patio Home," "Patio Home Unit," "Unit," or "Villa."

Section 6. Declarant shall mean Point Haven IV at Olde Point Homeowner's Association, Inc., a not for profit Corporation operating in Pender County, North Carolina. The address of the Declarant is P. O. Box 147, Hampstead, NC 28443. After March 1, 1994, the Class B Membership of Elite Developers, Inc., ceased and the Class A Membership (Owners) took control of the Association.

Section 7. Declaration shall mean this instrument as it may be from time to time amended or supplemented.

Section 8. Eligible Mortgage Holder or Eligible Holders is defined as a holder of a first mortgage or lien on a unit who has requested notice of certain matters from the Association.

Section 9. Limited Common Area and Facilities shall mean and include those common areas and facilities which are reserved for the use of a certain unit or units to the exclusion of the units, as more specifically defined herein.

Section 10. Mortgagee shall mean a beneficiary under a mortgage of Deed of Trust.

Section 11. Membership shall mean and refer to the rights, privileges, benefits, duties and obligations, which shall be for the benefit of and burden each member of the Association.

Section 12. Member shall mean and refer to every person or entity which has a membership in the Association.

Section 13. Board of Directors shall mean the group of members of the Association elected as Directors of the Association for the purpose of managing the Property and business of the Association, also called the "Board."



Section 14. Quorum shall mean the presence of members or of proxies entitled to cast not less than sixty (60%) percent of all the votes of the membership. This equates to six (6) of ten (10) units represented in person or by proxy. A quorum must be present or represented at any meeting where the association members are to vote on any action.

## **ARTICLE II** **PROPERTY RIGHTS**

Section I. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment to the Common Area which shall belong to and shall pass with the title of every Lot subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated within the Common Area;
- b. The right of the Association to limit the number of guests of members;
- c. The right of the Association to suspend the voting rights and right of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- d. The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded in the Pender County Registry;
- e. The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulation may further restrict the use of the Common Area; and
- f. The right of the Association to charge any Member a fee for the non-compliance of any of its rules and regulations as delineated in this document. The Board of Directors may assign a fee up to a maximum of \$10/day. A higher daily fee may be established by a majority vote of the Association's members. The Board shall provide the Owner written notice of the violation and the Owner shall have a maximum of 30 days from notification to bring the violation into compliance. During that 30-day period the Owner shall have the right to appeal the fee to the Association Members. If the Owner fails to rectify the violation within the 30-day period, the fee shall begin to accrue and the Association has the right to correct the violation itself at the expense of the Owner.

Section 2. Delegation of Use. Any Owner may delegate the right of enjoyment to the Common Area and facilities to the members of their family, their tenants, or contract purchasers who reside on the property.

### ARTICLE III EASEMENTS

Section 1. Easements are reserved as necessary in the Common Area for installation and maintenance of underground utilities and drainage facilities.

Section 2. The Association, acting through its officers, agents, and servants, and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform its responsibilities called for in Article IX of this Declaration.

Section 3. Easements are reserved over those portions of the Common Area and facilities that may be necessary or required to accommodate overhanging eaves or other cantilevered construction which may encroach upon the Common Area or the air and light space above such Common Area.

Section 4. Each Lot and all Common Area and facilities are hereby subjected to an easement for the repair, maintenance, expansion, reduction, inspection, removal, relocation or other service of or to all gas, electricity, television, telephone, water, plumbing, sewer, utility, drainage, or other common areas and facilities, whether or not the cause of any or all of those activities originates on the unit in which the work must be performed.

Section 5. Each Lot and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, settling, and overhangs for all buildings as long as those encroachments exist. In the event that any patio home unit is partially or totally destroyed and then rebuilt, the owners of the patio home so affected agree that minor encroachments of parts of adjacent patio home units or Common Area due to construction shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

Section 6. Ingress and egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same from time to time may exist upon the Common Area and facilities, and for vehicular traffic over, through and across all streets as from time to time may be paved.

Section 7. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon the lots and Common Area in the performance of their duties.

Section 8. In case of any emergency originating in or threatening a unit or lot or the Common Area and facilities, regardless whether the unit or lot owner is present at the time of such emergency, the Board of Directors or any other person authorized by it, shall have the right to enter any unit for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the unit owners, and such right of entry shall be immediate.

Section 9. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or deed of trust or other evidence of obligation, to the easements and rights described in this declaration.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have one class of voting membership and all Owners are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

#### ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessment. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

- a. Annual assessments or charges; and
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest (10%/o), costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall pass to the successors in title.



Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Areas, and of the Patio Homes situated on the Properties.

Section 3. Annual Assessments.

- a. The annual assessment may be increased each year by the Association's Board of Directors not more than five percent (5%) of the assessment for the previous year without a vote of the membership.
- b. The annual assessment may be increased above five per cent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, purchase or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and

- Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance to the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all the votes, shall constitute a quorum. If the required quorum is not met at the first meeting, then the required quorum at a subsequent meeting shall be one-half (1/2) of the required quorum as defined in Article I, Section 14, at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting and the subsequent meeting shall have the same agenda.

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

Section 7. Date of Commencement of Annual Assessments and Due Dates.

The annual assessments provided for herein shall commence on January 1<sup>st</sup> of the calendar year following the annual membership meeting and approval of the annual budget.

Annual assessments are due to the Association on the 1<sup>st</sup> of each month.

Section 8. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose a lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Patio Home.

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

Section 10. Rights of Eligible Mortgage Holders. To the extent permitted by law, an eligible mortgage holder upon written request to the Association, identifying the name and address of the holder, will be entitled to timely written notice of:

- a. Any condemnation, loss or casualty loss which affects a material portion of the project or any Lots on which there is a mortgage held by such eligible mortgage holder;
- b. Any delinquency in payment of assessments or charges owed by an owner of the lot subject to a first mortgage held, by such Eligible Holder, which remains uncured for a period of sixty (60) days;
- c. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holder; and
- e. In addition to the foregoing rights, the Eligible Mortgage Holders shall be afforded the following rights subject to the extent permitted by law under the North Carolina General Statutes as they now exist or as amended:
  - (1) Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval at least fifty-one (51%) percent of the votes of the unit estates subject to Eligible Mortgage Holders; and

- (2) Unless otherwise provided in this Declaration, no reallocation of interest in the Common Area resulting from a partial condemnation or partial destruction of the project may be affected without the prior approval of Eligible Holders holding mortgages on all remaining unit estates whether existing whole or in part, and which have at least fifty (50%) percent of the votes of such remaining unit estates subject to Eligible Holders of mortgages.

## ARTICLE VI FIDELITY BONDS

Section 1 . General. The Association shall maintain blanket fidelity bonds for all officers, directors, employees and all other persons handling or responsible for funds of the Association. If the Association shall delegate some or all of the responsibility for the handling of its funds to a management agent, such fidelity bonds shall be maintained by such management agent for its offices, employees and agents handling or responsible for funds of or administered on behalf of the Association.

Section 2. Amount of Coverage. The total amount of fidelity bond coverage shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) month's aggregate assessments on all units plus reserve funds.

Section 3. Other Requirements. Fidelity bonds required herein must meet the following requirements:

- a. Fidelity bonds shall name the Association as obligee;
- b. The bonds shall contain waivers by the issuers of the bonds of all defense based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions;
- c. The premiums on all bonds required for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense; and
- d. The bonds shall provide that they may not be cancelled or subsequently modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association.

ARTICLE VII  
ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony and standardization of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. All Patio Homes will utilize the same external paint colors as established by the Board of Directors.

ARTICLE VIII  
USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be used for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family Patio Home dwelling. Any building erected, altered, placed or permitted to remain on any lot shall be subject to the provisions of Article VII of this Declaration of Covenants relating to architectural control. No business employing persons other than the lot owner may be conducted in a residence. No activity may be carried on that will attract unreasonable vehicular traffic.

Section 2. Co-Ownership of Patio Homes is not prohibited.

Section 3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 4. Junk Vehicles. No inoperable vehicle or vehicle without current registration and insurance will be permitted on the premises. The Board of Directors shall have the right to have such vehicles towed away at the owner's expense.

Section 5. Recreational Vehicles. No boat, motor boat, camper, trailer, motor or mobile home, or similar type vehicle shall be permitted to remain on any Lot, or in parking spaces, at any time, unless by consent of the Board of Directors.

Section 6. Commercial Vehicles. No commercial or similar type vehicle (e.g. vans, trucks, motorized equipment used for business purposes) shall be permitted to remain on the Properties at any time, unless prior written consent is provided by the Board of Directors.

Section 7. Temporary Structures. No structures of a temporary character are allowed on a lot, including, but not limited to, a trailer, tent, shack, garage, barn, or other out-building.

Section 8. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling, except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, and provided further that they are not allowed to run free and are at all times properly leashed and personally escorted. When escorting their pets, owners shall ensure that pet waste is picked up and disposed of properly to ensure sanitary conditions and maintain the beauty of the neighborhood.

Section 9. Renting of Patio Homes. Each Owner shall have the absolute right to enter into direct rental, lease or sales arrangement with renters, lessees and purchasers which shall be consistent with the Declaration of the Association and such other regulations as may from time to time be promulgated by the Association and/or the Board of Directors.

- a. All Owners must provide a copy of the Declaration of Covenants to their tenants and require tenant compliance in their leases.
- b. All Owners shall provide copies of executed leases to the Association's property management company or the Board of Directors.
- c. For purposes of all rentals of units not occupied by Owners, the minimum period of rental for said rental shall be six (6) months and any period of rental shorter than that shall require specific Board of Directors approval or shall not be permissible.

Section 10. Outside Antennas. No outside radio or television antennas shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the Board of Directors.

Section 11. Gas Logs. Gas logs may be purchased for use by unit owners. Gas logs must be installed by a licensed contractor. Gas tanks must be placed underground and a minimum of three (3) feet from any window.

Section 12. Awnings. Retractable awnings may be installed over patios, subject to approval by the Board of Directors.

Section 13. Vehicle Repairs. No repairs to any vehicle may be made in driveways, streets, or yards; only in garages and not visible from the street. No inoperable or imrrmobile vehicle, whether or not containing current registrations, shall be permitted to remain in any driveway or on any street.

Section 14. Trash Pickup. Trash may not be put out for pickup any earlier than the night before the scheduled pickup. All trash receptacles shall be removed to an out-of-sight location by the end of the day of pickup.

Section 15. Driveways. Driveways are not to be painted and shall remain natural concrete.

Section 16. Pond Fishing. Fishing from the pond in the Common Area is prohibited. The Association shall post and maintain signs in the Common Area advising fishing from the pond is prohibited.

Section 17. Display of the Flag of the United States of America or the State of North Carolina. The size of either flag shall be a size no greater than four (4) feet by six (6) feet, which is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C., Paragraphs 5 – 10, as amended governing the display and use of the flag of the United States. This shall apply to owners of property who display the flag of the United States or North Carolina on property owned exclusively by them and does not apply to the common area, easements, rights-of-way, or areas owned by others. No ground flagpoles are permitted except in the common area.

Section 18. Display of Political Signs. Even when display of a political sign is permitted the Association may prohibit the display of political signs earlier than 30 days before the day of election and no later than 7 days after an election and may regulate the size and number of political signs that may be placed on an owner's property if the Association's regulation is not more restrictive than any city, town, county ordinance that regulates the size and number of political signs on an owner's property. If the local government in which the property is located does not regulate the size and number of political signs on owner's property, the Association shall permit at least one political sign with the maximum dimensions of two (2) square feet on an owner's property. For the

purpose of this document "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot. This shall apply to owners of property who display political signs on property owned exclusively by them and does not apply to the common area, easements or rights-of-way.

Section 19. Extended Vehicular Parking. No extended vehicular parking on any road, including the easement or shoulder, is permitted in Pointe Haven, Section 4, unless approved by the Board of Directors. .

Section 20. Advertising Signs. No advertising signs or billboards shall be erected on any lot displayed to the public except that one sign in the front of the lot not more than two (2) square feet may be used to advertise the property for sale or for rent. During construction of a new residence or remodeling of an existing residence, a sign of not more than two square feet may be installed showing the contractor's name, address and telephone number.

Section 21 . Unclean, Unsightly, Unkempt Conditions. It shall be the responsibility of each resident owner to prevent the development of any unclean, unsightly or unkempt condition of buildings or grounds, which would tend to substantially decrease the beauty or value of the neighborhood as a whole. The Association reserves the right and after a written warning to hire a professional landscaper to correct the deficiencies at the resident owner's expense, to include any additional expenses to the Association.

Section 22. Right to Collect Interest Fees, and Additional Expenses, Including Legal Fees. The Association reserves the right to collect interest fees and/or any additional expenses, including legal fees, on any violation of the lot/resident owner(s) impose on the Association. Under the North Carolina Planned Community Act, effective January 1, 1999, the Court may award reasonable attorney's fees to the prevailing party.

Section 23. Installments. The Association through the Board of Directors may agree to allow payment of an outstanding balance in installments. Reasonable administrative fees and costs for accepting and processing installments may be added to the outstanding balance and included in an installment payment schedule.

Section 24. Restrictions to Run With the Land. All restrictions herein shall run with the land and shall be binding on all parties owning lots, now or hereafter.

Section 25. Invalidation of One Restriction. Invalidation of any one of these restrictions by Judgment or court order shall have no effect on any of the other restrictions herein.

ARTICLE IX  
ASSOCIATION AND OWNER RESPONSIBILITIES

Section 1. Exterior maintenance of the Units is the responsibility of the individual homeowners. Units shall be maintained in a manner consistent with the standards of the neighborhood.

Section 2. Repair and/or replacement of roofs will be the responsibility of individual homeowners. The color and type of roof shingles shall be determined by the Board of Directors to insure standardization.

Section 3. Exterior painting of the Units shall be the responsibility of individual homeowners. All homes shall be painted using standard colors as determined by the Board of Directors, and which are in harmony with units of other local Associations.

Section 4. The Association shall provide maintenance of the pond and landscaping maintenance of the Common Areas and each Lot. The extent of such landscaping maintenance shall be determined by the Board of Directors and may include lawn cutting, edging, blowing, weed and feed treatments, shrub pruning and pine straw installation.

Section 5. The Association shall be responsible for the repair and maintenance of the irrigation system, including the pump and well, serving the Common Area and all ten (10) Units in the Association, regardless of the system's water source. Any discretionary changes or alterations to the existing irrigation system by individual Members (e.g. adding, removing, or relocation heads, valves, piping) must be approved by the Board, but are not the responsibility of the Association to fund.

Section 6. The Association shall be responsible for providing weekly trash pickup service to each Unit, subject to the Association's annual budget approval of this item.

Section 7. Maintenance and repair of the roads within the Association's Common Area, is the responsibility of the Association.

ARTICLE X  
INSURANCE

Section I. The Board of Directors on behalf of the Association, as a common expense, shall at all times keep the property, if any, of the Association insured against loss or damage by fire or other hazards.



Section 2. The Association shall carry liability insurance, including, but not limited to, directors' liability and public liability insurance, in amounts and terms deemed appropriate by the Board of Directors. The Board of Directors shall have the sole authority to deal with the insurer regarding policy renewal and the settlement of claims. Such insurance shall be obtained without prejudice to the right of each member to insure their own personal property for their own benefit at their own expense.

Section 3. The Association shall carry the following additional coverage: Loss of Income and Extra Expenses, Employee Dishonesty, Money and Securities, and Crime.

## **ARTICLE XI** **BOARD OF DIRECTORS**

Section 1. The affairs of this Association shall be managed by a Board of Directors, consisting of from three (3) to five (5) members who shall be elected for a twelve (12) month term at each annual meeting of the membership. The Board is responsible for insuring compliance with all the rules and regulations contained in this covenant.

Section 2. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the members of the Association and serve for the remaining term of the predecessor.

Section 3. No director shall receive compensation for any services he or she may render to the Association. A director, however, may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 4. Meetings of the Board shall be held when called by the President of the Association, or by any two directors, not less than three (3) days notice of each director. The office of any director may be declared vacant in the event such member shall be absent from three (3) consecutive Board meetings.

Section 5. A majority of the Board shall constitute a quorum for the transaction of business and maintaining records of its acts and corporate affairs. Every act or decision done or made by a majority of the directors present, or represented by a proxy, shall be regarded as an act of the Board.

Section 6. The Board may employ a manager, independent contractor, or any such employee to assist in managing the business of the Association.

Section 7. Duties:

- (a) The President shall preside at all meetings of the Board; shall see that rules, resolutions, and responsibilities of the Board are carried out; shall sign all documents and written instruments on behalf of the Association; and may assign duties to the other directors as appropriate.
- (b) The Vice President shall act in the place and stead of the President in the absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; mail minutes within thirty (30) days; serve notice of meetings of the Board and of the members; keep current records showing the members of the Association together with their addresses, and shall perform other duties as required by the Board.
- (d) The Treasurer shall monitor the Association's bank accounts; shall insure that all financial records are maintained accurately, including all accounts for each homeowner/lot owner; and shall prepare an annual budget and a statement of income and expenditures at the Association's annual meeting and deliver a copy of each to its members.
- (e) The Treasurer shall be responsible for coordinating with mortgage holders, potential mortgage holders, and those individuals working with them to perform title inspections with regard to reporting any fees or assessments due by the homeowner/lot owner and any current or potential liens on the property.

ARTICLE XII  
ANNUAL MEMBERSHIP MEETING

The annual meeting of the members shall be held in November of each calendar year. The Board will notify members of the annual meeting a minimum of thirty (30) days prior to the annual meeting date. The purpose of the annual meeting is to vote on the following year's budget as presented by the Board, to elect/re-elect Board members, to review old and new business as requested by the Members, and to vote on action agenda items.

ARTICLE XIII  
GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in not affect any other provisions.

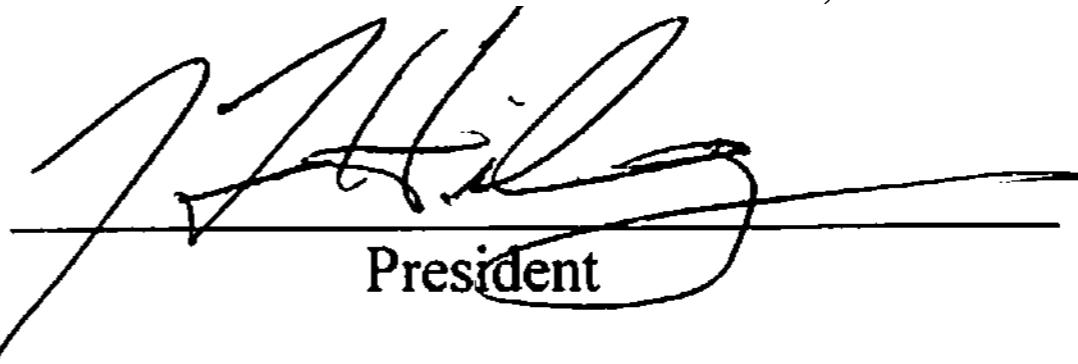
Section 3. Patio Homes Subject to Declaration. All present and future owners, tenants and occupants of Patio Homes and their guests or invitees, shall be subject to, and shall comply with the provisions of this Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Patio Home shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 4. Amendment of Declaration. The covenants and restrictions of this Declaration may be amended by an instrument duly recorded in the Office of Register of Deeds of Pender County signed by not less than sixty (60%) percent of the Lot Owners; provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvement, as herein provided, or affect any lien for the payment thereof established herein.

Section 5. Effect of this Declaration. This Amendment of Declaration shall supercede the Original Declaration of Covenants, Conditions and Restrictions dated November 29, 1990, recorded in Book 0763 page 456 of the Pender County Registry and as amended on May 3, 2006, and recorded in Book 2969 page 23 1 of the Pender County Registry.

IN WITNESS WHEREOF, the Point Haven IV at Olde Point Homeowner's Association, Inc., has caused this Declaration to be signed in its corporate name by its President and attested by its Secretary and sealed with its corporate seal, all on the day and year first above written. This document has been reviewed by Patricia M. Homa, Attorney at Law.

POINT HAVEN IV AT OLDE POINT HOMEOWNER'S ASSOCIATION, INC.

By:   
President

John L. Hilgeman  
Printed Name

Attested by:

  
Secretary

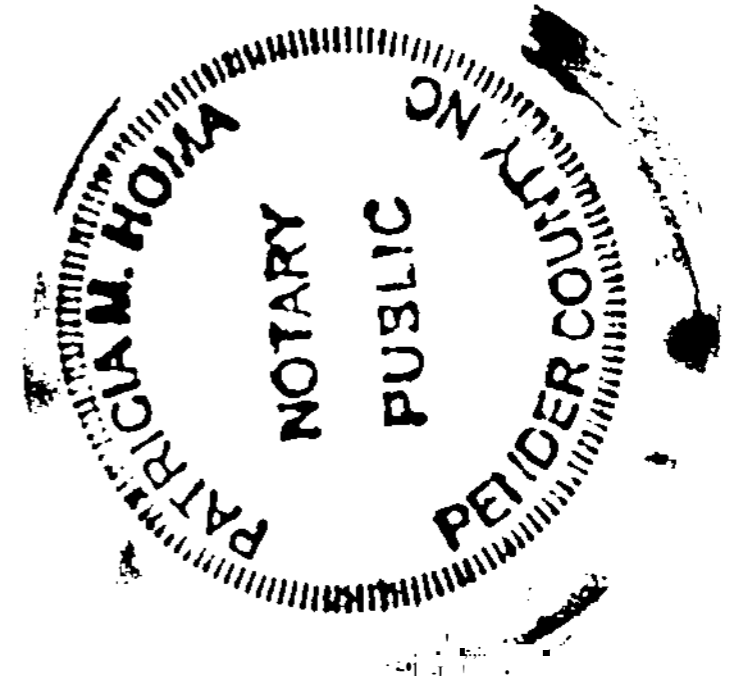
Charlotte M.  
Wilmer Printed  
Name

STATE OF NORTH CAROLINA

County of Mendocino

I, Patricia M. Homa, a Notary Public in the State of North Carolina, do hereby certify that I have personally known and know the undersigned to be the duly authorized signatory of the above and subscribed and attested to the foregoing instrument by its Secretary, JOHN HAVIN IV (A-C) of JOINT HOME OWNERS ASSOCIATION, INC., a North Carolina Corporation, that the instrument is a true and correct copy of the original instrument as the same appears in the records of the Corporation, the foregoing instrument is signed in its name by its Secretary, and attested by its Secretary, Witness my hand and official seal this 19<sup>th</sup> day of April, 2016.

*Patricia M Homa*  
 \_\_\_\_\_  
 Notary Public



My Commission expires: 10/12/2018