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NORTH CAROLINA

PENDER COUNTY

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR TOPSAIL GREENS

Champion Home Communities, Inc., a Michigan corporation, herein called the Declarant, is the fee simple owner of certain real property located in Topsail Township, Pender County, North Carolina, as shown on a plat recorded in Map Book 12, Page 33, Pender County Registry (hereinafter known as "Topsail Greens"), and desires to create a residential community consisting of single-family residential dwellings and other types of residential facilities to be known as Topsail Greens;

W I T N E S S E T H :

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities, the desirability and attractiveness of the real property in Topsail Greens and for the continued maintenance and operation of the streets in the community and of such recreational facilities and common areas as may be provided for these purposes; certain covenants, conditions, easements, assessments, liens and restrictions governing the use and occupancy of Topsail Greens should be established and declared to be covenants running with the land, and that an agency be created to which may be delegated the powers and duties of maintaining the streets, recreational facilities, common areas and other amenities, enforcing the covenants and restrictions, and levying, collecting, and disbursing assessments;

WHEREAS, for each property subjected to the provisions of this Declaration, the provisions to which such property is subjected shall be applicable to each subdivided lot therein, each unit in any tract of land submitted to the provisions of the Unit Ownership Act (Chapter 47A of the North Carolina General Statutes) or to any similar act providing for condominium or unit ownership of property, and to such other divisions of land or interests therein, including interval ownership interests, as Declarant shall specify, and the terms "property" and "properties" as used herein shall be deemed to include all such interests.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that the property described herein, and any property that hereafter may, by subsequent documents executed and properly recorded in the office of the Pender County Register of Deeds, be made subject to this Declaration of Covenants, Conditions and Restrictions, are and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified. Every party hereafter acquiring any lot, or portion thereof, in the above-described properties, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such lot, shall accept such deed or contract subject to each and all of the covenants, restrictions and agreements contained within this Declaration, as well as any additions or amendments hereto, and also subject to the jurisdiction, rights and powers of the Declarant, the Association, as hereinafter specified, and their successors and assigns. Each grantee of any lot subject to this Declaration by accepting the deed or contract thereto, shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, the Association, and with the grantees and subsequent owners of the property within Topsail Greens, to keep, observe, comply with and perform the provisions of this Declaration.

DEFINITIONS

"Declarant" or "the Declarant" shall refer to Champion Home Communities, Inc. or its agents, successors and assigns.

"Lot" or "residential lot" shall mean a parcel of subdivided and platted land in Topsail Greens or any other property which has been subjected to the provisions of this Declaration and is shown upon a referenced recorded plat or plan.

"Association" shall refer to Topsail Greens Community Association, Inc., and its successors and assigns;

The Declaration of Covenants, Conditions, and Restrictions For Topsail Greens will be referred to as the "Declaration", and will be recorded in the Office of the Register of Deeds of Pender County, North Carolina, and may be incorporated by reference in deeds to residential property issued by the Declarant by reference to the Book and Page of recording in said Registry.

"Owner" shall mean and refer to the record owner, including the Declarant, whether one or more persons or other entities, of the fee simple title to any lot, unit or parcel which is part of Topsail Greens, or which may be made a part of Topsail Greens in the future, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

"Articles" and "Bylaws" shall refer to the Articles of Incorporation and the Bylaws, respectively, of the Association.

"Common Area" shall mean and refer to all areas within a platted area or subdivision of Topsail Greens not included within a residential lot or dwelling unit, and which is designated as Common Area on any duly recorded map of any portion of Topsail Greens, and all roads, as shown on said recorded map, and shall be subject to the use and enjoyment by all owners of properties in Topsail Greens. Every owner shall have a right and easement of use and enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association. "Limited Common Area" shall be common area, if any, which is reserved for the use of the owner of a certain lot or lots.

PART I

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL RESIDENTIAL AREAS

1. In order to insure proper design and location of improvements, no building, fence or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plat plan (showing the proposed location of such building or structure, drives and parking areas), landscaping plan, construction schedule and any other written plans and specifications shall have been approved in writing by Declarant. Refusal of approval of plans, location or specifications may be based by the Declarant upon any ground, including purely aesthetic conditions, which in the discretion of the Declarant shall be sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Declarant. One (1) copy of all plans and related data shall be furnished the Declarant for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Declarant of written demand for approval, the provisions of this paragraph shall be thereby waived. The right of approval reserved to the Declarant herein may be assigned to the Association, in the

sole discretion of the Declarant. Wherever this Declaration requires the written approval of the Declarant to do or refrain from doing any act with regard to this property, the provisions of this paragraph shall apply.

2. Only central air conditioning and/or heating systems shall be allowed in any residential unit. No window unit air conditioners shall be installed in any residential unit. The location of any central air conditioning and/or heating system must be approved in writing by the Declarant pursuant to the provisions of paragraph 1 of this Part I.

3. In order to protect the natural beauty of the land throughout Topsail Greens, written approval of the Declarant is hereby required for the removal, reduction, cutting down, excavation or lowering of trees as specified in paragraph 16 of this Part I. Written approval will be granted for the required cutting in plans and specifications approved pursuant to the provisions of paragraph 1 and 16 of this Part I.

4. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force location of dwellings both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the water and surrounding areas, preservation of important trees, etc., no specific setback lines are established by these covenants, except as may be set out on any recorded plats of any areas in Topsail Greens. In order to assure, however, that location of dwellings will be arranged where practical and appropriate so that the maximum amount of view and tree preservation will be considered for each dwelling, that the structures will be located with regard to the ecological constraints and topography of each individual lot, the location of large trees and similar considerations, the Declarant or its designee reserves the right to control absolutely the precise site and location of any house or dwelling or other structure upon all lots, including its relationship to streets, the height of all buildings, setting of all buildings, and their location one to another. Provided, however, that no structure shall be located in violation of any set back lines which may appear on any recorded plats, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site and location of buildings and driveways, etc., and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, or subsequent agreement, the Declarant shall approve automatically such location for a residence. Declarant shall distribute to each lot owner a list of suggested building standards which will be intended as a guideline for compliance with this Declaration.

5. The exterior and interior of all houses and other structures and landscaping must be completed within nine

(9) months after the construction of same shall be commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

6. All property subject to this Declaration shall be used for residential purposes exclusively.

7. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds, which condition would tend to substantially decrease the beauty of the neighborhood, or of Topsail Greens as a whole.

8. No noxious or offensive activity shall be carried on, in or upon any property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. No animals shall be kept, maintained or quartered in or on any property except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. Any pets shall at all times be kept properly fenced or on a leash when outside of a dwelling.

9. In order to implement effective insect, reptile and woods fire control, the Declarant reserves the right to enter upon any residential lot on which a residence has not been constructed or upon which no landscaping plan has been implemented (with prior written approval of the Declarant for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of Topsail Greens. The cost of this vegetation control shall be paid by the owner of the property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Declarant may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant or Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services, except as specifically provided herein.

10. In the event the owner desires to sell any property within Topsail Greens together with its improvements, if any, then said property shall be offered for sale to the Declarant at the same price at which the highest bona fide offer has been made for the property, and the said Declarant

shall have fifteen (15) days within which to exercise its option to purchase said property at this price; and should the Declarant fail or refuse, within fifteen (15) days after receipt of written notice of the price and terms, to exercise its option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject, however, to all covenants and limitations herein contained, at a price not lower than that at which it was offered to the Declarant.

In the event that an owner desires to sell his property pursuant to the terms of this paragraph, but no bonafide offer for the property having been made, the parties may establish the price at which the property is to be offered to the Declarant by means of appraisals of the property. The Owner and the Declarant shall each appoint an appraiser and the two appraisers shall appoint a third appraiser. The decision of the three appraisers shall establish the bonafide offer at which price the property shall be offered to the Declarant, as set out herein. Said right of first refusal excludes all mortgagees of any property within Topsail Greens

11. No commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained on any property, except with the written permission of the Declarant, or except as may be required by legal proceedings. Signs shall be in excellent condition when placed on a property and thereafter maintained in the same condition or replaced. Declarant may erect signs, either permanent or temporary, for Topsail Greens or any area or portion thereof for identification, sales information or other purposes. The size, location, graphic design, message, construction materials, and condition of any sign placed in Topsail Greens shall be subject to approval by the Declarant, either before or after having been placed, and the Declarant shall have the power to disapprove the display of any sign because of its failure to conform with these restrictions or standards otherwise established by the Declarant, in which event the builder or owner responsible for such sign shall have the option of permanently removing the offending sign, or replacing it with a sign satisfactory to the Declarant. Any person or entity having ownership or control of a sign in place shall be responsible for maintaining said sign in good physical condition. Failure to properly maintain a sign to standards established by the Declarant shall be sufficient reason for the Declarant to require permanent removal or replacement of the offending sign. If any person or entity owning or controlling a particular sign is notified by the Declarant that the sign does not conform with the requirements of this Declaration and the sign is not repaired, replaced, or otherwise brought to a level of quality deemed appropriate by the Declarant within ten (10) days after and including the date such notification is issued by the Declarant, the Declarant or

its designated representative may, but shall not be obligated to, enter the property and permanently remove the offending sign without incurring any cost or other liability.

12. The Declarant reserves unto itself a perpetual, alienable and releasable easement and right on, over, and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, meters, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities, on, in or over

(a) any property designated as common area or limited common area on any applicable plat of Topsail Greens,

(b) any other property described herein, not divided into lots as shown on any applicable plat of Topsail Greens,

(c) the rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot,

(d) such other easement areas as are shown on a recorded plat of the subject property, and

(e) Any areas shown as roads on a recorded plat of the subject property. Provided further, that the Declarant may cut drainways for surface water wherever and whenever such action may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety, and appearance. In the event of the subdivision or combination of one or more lots, the easements created hereby shall exist on the resulting lot(s) and may terminate and become void on the lots subdivided or combined. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

(f) The Declarant shall have a reasonable right of entry upon any lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project. The Declarant shall have the right to grant permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

(g) The Declarant reserves unto itself, its successors, assigns, invitees or licensees, an easement and right of ingress and egress in and over all roads as shown on any recorded map of Topsail Greens.

13. No structure of a temporary character shall be placed upon any property at any time, provided, however, that this prohibition shall not apply to shelters used by the Declarant or any contractor during the construction of the main dwelling, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the property after completion of construction.

14. No fuel tanks or similar storage receptacle may be exposed to view.

15. No private water wells may be drilled or maintained on any property without the written consent of the Declarant.

16. No trees measuring three (3) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Declarant.

17. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself the right to replat any lot or lots shown on the plat of any area of Topsail Greens, in order to create a modified building lot or lots, and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights-of-way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records.

18. The Declarant expressly reserves to itself, notwithstanding any other provisions in this Declaration, the right to build any bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks or lagoons in Topsail Greens. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Declarant to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plat of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation of the Declarant.

19. The location, design, type of construction and color of mailboxes shall conform with standards established by the Declarant. No mailbox shall be fabricated, placed, or altered in any way without prior written approval from the Declarant.

20. The property within Topsail Greens is hereby declared to be a bird sanctuary and any hunting of any wild birds is prohibited.

21. No exposed exterior clothes lines of any type shall be installed.

22. All additions to driveways and parking areas shall be subject to the written approval of the Declarant.

23. All lots subject to this Declaration shall be used for residential purposes exclusively. No structure, except as herein provided, shall be erected, altered, placed or permitted to remain on any lot other than as specifically approved in writing by the Declarant. No tree houses or play houses shall be erected on any lot unless previously approved in writing by the Declarant.

24. Any camping trailer, recreational vehicle and/or similar equipment shall at all times be parked in a storage area to be provided and designated by the Declarant. Declarant assumes no responsibility or liability for damage or loss to any vehicles or equipment stored in such designated area pursuant to this provision, or to persons using said area. Declarant reserves the right to charge a reasonable fee for the storage of vehicles or equipment therein.

25. Each lot owner shall store garbage in a proper container with a lid in the storage area or in a screened area not visible from any road, in accordance with reasonable standards established by the Declarant. Owner shall place plastic garbage liners only at the curb on the morning of garbage pickup. Declarant shall provide garbage pickup at the owner's lot once each week. Owner shall be assessed by the Declarant a reasonable fee for said service.

26. Prior to the occupancy of a residence on any lot, proper and suitable provisions shall be made by the owner for the disposal of sewage.

27. All lots shall be maintained in accordance with standards and regulations established and enforced by the Declarant. The Declarant hereby reserves unto itself a perpetual, alienable and releasable easement and right on, over and under any and all lots or residential areas shown on any recorded plat of Topsail Greens for the purpose of creating, cultivating and maintaining landscaped yards in said areas. Declarant shall have the responsibility for the initial planning and planting after construction of a residence thereon, and basic lot maintenance of said landscaped yards solely in accordance with standards to be determined and enforced by the Declarant. Basic lot maintenance shall consist only of mowing lawns and maintaining mulched walkways and

parking areas. A reasonable fee shall be charged to all owners by the Declarant for the provision of such basic maintenance services. For the purpose of providing such basic lot maintenance services, Declarant shall be authorized to move any personal property of the owner and shall not be liable for any loss or damage to real or personal property of the owner, resulting from said basic lot maintenance activities. Owner shall be responsible for any necessary or desired maintenance or improvements in addition to that provided by the Declarant, including, but not limited to, watering, fertilizing, mulching, and re-seeding said areas.

28. The Declarant shall have the exclusive right to provide one or more central television antennas for the convenience of owners. The cost of said antennas may be included in annual or special assessments. The Declarant may regulate or prohibit the erection of any other television antennas within Topsail Greens. Declarant may convey these rights in the future to any public or private body, including the Association.

29. All firewood shall be neatly stacked and stored in the storage area or on a rack located in an inconspicuous place on the owner's property. The amount of firewood stored on the owner's property shall be kept to a minimum.

30. Only minor repairs to vehicles, such as changing spark plugs, fan belts, tires and batteries, shall be allowed on any lot, street, or any area within Topsail Greens. Vehicles may not be put on blocks for repairing, nor may major repairs, such as, but not limited to, oil changes, repairs of brakes, engines, mufflers, transmissions, etc., be done. No abandoned or unlicensed vehicles shall be allowed to remain on any property within Topsail Greens. Parking of vehicles shall be allowed only in designated parking areas. The Declarant may set reasonable speed limits and other traffic regulations applicable to the streets and vehicular areas of Topsail Greens.

31. Licensed motorcycles owned by an owner are permitted to and from the owner's lot only. Non-residents and guests are not allowed to enter the community on motorcycles. All vehicles and motorcycles must have quiet mufflers. The operation of mini-bikes, motorscooters, dirt bikes or go-carts is not permitted within Topsail Greens.

32. Golf Carts may be stored in an inconspicuous place on an owner's lot, with the prior express written permission of the Declarant.

33. No vegetable gardens shall be allowed without the prior express written consent of the Declarant.

34. Declarant shall maintain all Common Areas in Topsail Greens and hereby reserves an easement in and to all property in Topsail Greens for ingress and egress to and from said Common Areas for the purpose of maintenance of said Common Areas. Owners will be assessed maintenance fees for said purpose in accordance with the provisions of the Articles, Bylaws and this Declaration.

35. This Declaration provides the right of the Declarant to charge certain fees for the provision of certain services to owners. The owners' liability for the payment of said fees and the remedies of the Declarant for the collection of unpaid fees shall be the same as for any other fees and assessments provided by this Declaration and the Articles and Bylaws. All such service fees shall be determined by reference to the prevailing market price for similar services in the local area.

PART II

SPECIAL RESTRICTIONS AFFECTING ALL WATERFRONT AND WOODLAND AREAS

1. In order to preserve the natural appearance and scenic beauty of Topsail Greens and to provide a "cover" for animals which habitually move along the marsh edges, there is hereby established a construction and clearing restricted zone on all property fronting on waterways. That portion of any waterfront property located within fifty (50) feet of the average high water mark shall be preserved substantially in its present natural state except for moderate clearing for view and breeze. Construction of improvements and major clearing of trees and underbrush is hereby restricted except that as may be required for said golf course construction.

PART III

SPECIAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Declarant to maintain and enhance (or to convey, subject to these restrictions, to an Association) certain areas which the Declarant will specifically designate as "Open Space Areas", on plats hereafter filed of record in the Office of the Register of Deeds of Pender County, North Carolina by the Declarant. It is the further intent and purpose of these restrictions to protect the marshes, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wetlands, tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring residential areas adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreational opportunities, to preserve historical

sites and implement generally the Topsail Greens master plan for development. The Declarant shall have sole discretion concerning the designation of areas as Open Space Area.

2. It is expressly understood and agreed that no building, tent, boat, travel or camping trailer and other vehicles or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on a recorded subdivision plat as Open Space Area.

3. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Declarant and to the Association to make access trails or paths or boardwalks through said Open Space Areas for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Open Space Area designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the Open Space Area and use and enjoyment thereof.

4. The Declarant and the Association shall have the right to protect from erosion the land described as Open Space Area by planting trees, plants, and shrubs where and to the extent necessary. The right is likewise reserved to the Declarant and to the Association to take necessary steps to provide and insure adequate drainage ways, canals or lagoons in Open Space Areas, to cut fire breaks, remove diseased, dead, or dangerous trees and carry out other similar activities.

5. The Declarant reserves unto itself the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to locate wells, pumping stations and tanks within such Open Space Area. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

6. No trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Open Space Area.

7. The provisions of this Part in no way grant to the public or to the owners of any surrounding or adjacent land, the right to enter such Open Space Area without the express permission of the Declarant.

8. The Declarant expressly reserves to itself every reasonable use and enjoyment of said Open Space Areas, in a manner not inconsistent with the provisions of this Declaration.

9. It is expressly understood and agreed that the granting of this easement does in no way place a burden of affirmative action on the Declarant, that the Declarant is not bound to make any of the improvements noted herein, or extend to any lot owner any service of any kind, except as such may be undertaken at the expense of the Association.

PART IV

SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

1. "Golf Fairway Residential Lot" is defined as any of those residential lots of land located adjacent to any golf course within or adjacent to Topsail Greens.

2. That portion of any golf fairway residential lot within fifty (50) feet of the lot line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the Declarant. All individual golf fairway residential lot landscaping plans must be approved by Declarant before implementation.

3. There is reserved to the Declarant a "Golf Course Maintenance Easement Area" on each golf fairway residential lot. This reserved easement shall permit the Declarant, at its election, to go onto any golf fairway residential lot at any reasonable hour and maintain or landscape the golf course maintenance easement area. Such maintenance and landscaping may include regular removal of underbrush, trees less than three (3) inches in diameter, measured 2' above ground, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the golf course maintenance easement area. This golf course maintenance easement area shall be limited to the portion of such golf fairway residential lots within thirty (30) feet of the lot line bordering the golf course, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot; provided, however, that the above-described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Declarant a landscaping

plan for such lot by the owner thereof, or alternatively, a residence constructed on the lot.

4. Until such time as a residence is constructed on a golf course residential lot, the Declarant reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a golf course residential lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed thereon, such easement shall be limited to that portion of the lot included in the golf course maintenance easement area, and recovery of balls only, not play, shall be permitted in such Easement area. Golfers or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on a golf fairway residential lot, "Out of Bounds" markers may be placed on said lot at the expense of the Declarant.

5. Owners of golf fairway residential lots shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area.

6. No golf fairway residential lot shall have any fence or other obstruction in the area of the golf course maintenance easement area, unless approved in writing by the Declarant.

7. Declarant shall not be liable for any damage or injury to any golf fairway residential lot, or any person or property located thereon, resulting from or caused by any acts or omissions of any person or party using any golf course property located in or adjoining Topsail Greens.

PART V

ADDITIONS, LIMITATIONS, DURATION AND VIOLATION OF COVENANTS

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to, the successors and assigns, if any, of the Declarant for a period of twenty-five (25) years from the execution date of this Declaration except the special restrictions and covenants affecting Open Space Areas, and they shall differ in no particular save they shall run for a period of fifty (50) years from the date so specified and designated on the relevant and applicable plat, after which time, all said covenants shall be

automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent of such owner, the owner of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or the Association shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days' written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

3. Subject to the requirements of Part VI, paragraph 4, herein, in the absence of a petition by the owners as herein provided, the Declarant reserves the right to assign to the Association at any time in its sole discretion, all or any of its rights, privileges and obligations set out in these covenants, including, but not limited to, the right to approve (or disapprove) improvements proposed in Topsail Greens as specified in Part I herein. At any time after 75% of all lots in Topsail Greens are sold by Declarant, owners may petition the Declarant in writing for assignment of said rights, privileges and obligations as set out herein. Should a majority of the owners sign said written petition, the Declarant shall assign said rights, privileges and obligations to the Association within 30 days of service of the petition on the Declarant.

4. At any time prior to the assignment to the Association of the Declarant's rights, the Declarant reserves in each instance the right to add additional restrictive covenants or to limit the application of these covenants, provided that no limitations shall be made applicable only to a portion of the lots in a platted subdivision.

5. Declarant is presently the owner of the property described in Exhibit A attached hereto, of which the property shown in the plat of Topsail Greens is a part. Declarant reserves the right, without consent of any owner, to expand Topsail Greens by recording additional plats of other areas within the property described in Exhibit A showing, among other things, all lots, streets, and common areas within said platted area. Such additions may be made in order to extend the provisions of this Declaration to other real property to be developed as part of Topsail Greens and to bring such additional property within the jurisdiction of the Association, thereby subjecting such additions to assessment for their fair share of the Association's expenses. Such additions shall be made by filing of record one or more plats indicating those lots or units or parcels to be included and the filing of a Supplemental Declaration of Covenants, Conditions and Restrictions which shall identify the property to be included and shall incorporate this Declaration by reference. The development of any such expansion of Topsail Greens shall be substantially similar to, and consistent with, the present development of Topsail Greens, as shown on the plat referenced herein.

6. In the event of the expansion of Topsail Greens, as herein provided, the term Topsail Greens, as used herein, shall be deemed to mean and include the property described in said additional plats and Supplemental Declarations. In addition, all owners of lots in Topsail Greens, as shown on said plats and Supplemental Declarations, shall have all rights, privileges and responsibilities of lot owners as set out herein, including, but not limited to, membership in the Association.

PART VI

TOPSAIL GREENS COMMUNITY ASSOCIATION

1. The purposes for which the Topsail Greens Community Association, Inc. will be organized are:

a. To own, manage, maintain, and operate the roads, water and sewage treatment facilities, and such other amenities as may be conveyed to the Association for the benefit of owners of property included within Topsail Greens, and to exercise the rights and obligations of the Declarant, at such time as they may be assigned to the Association by the Declarant.

66-2-2

b. To advance and promote civic and community development in the area of Topsail Greens in whatever way possible.

c. To levy and collect assessments due and owing to the Association.

d. Generally to engage in any other lawful enterprise or activity and to do and perform all acts and things that may be deemed necessary or expedient for the proper and successful prosecution of the objects and purposes for which the Association is organized.

e. To engage in any lawful act or activity for which corporations may be organized under Chapter 55A of the General Statutes of North Carolina.

2. The Topsail Greens Community Association, Inc. shall be organized, managed, and administered in accordance with the Declaration, the Articles, the Bylaws, and any other rules, regulations, and resolutions adopted by said Association. Said Association shall have all the powers, authorities, rights, and obligations set out in said documents, with respect to, among other things and not limited to, acquisition, and administration of property by the Association, assessments of members, and any other matter necessary to carry out the purposes of the corporation.

3. Each owner shall be a member of the Association and shall be subject to such assessments as may be levied from time to time by the Association in accordance with its Articles and Bylaws. The owner or owners of each lot shall be entitled to vote as provided in the Bylaws.

4. Conveyance of control and management responsibilities to the Association shall take place no later than the earlier of five years following conveyance of the first Lot, or four months after 75% of the units in the entire project have been conveyed to unit purchasers. Until the conveyance of control and management responsibilities, as herein provided, Declarant shall be responsible for the construction, installation, repair and maintenance of all roads, water and sewer system and common areas as shown on the recorded plats of Topsail Greens.

5. After the management rights, responsibilities and control have been turned over to the Association by the Declarant, the Declarant shall surrender all remaining unexpended funds to the Association and shall make a full accounting to the Association for all sums spent and shall transfer to the Association all insurance policies then in effect on the units and common areas and facilities. At the first annual meeting, the Association shall establish an annual

budget and, if necessary, adjust the monthly assessment accordingly. The owner of each unit shall thereafter make all future payments directly to the Association for common expenses as provided in the Bylaws.

6. The Owners Association, prior to passage of control, is not bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than 90 days' notice to the other party.

7. Conveyance of control and management responsibilities to the Association shall be at no cost to the Association, and shall include, but not be limited to, conveyance of the rights, privileges and obligations of the Declarant as set out herein and in the Articles and Bylaws, and conveyance of all right, title and interest in and to all access roads to each court as shown in the recorded plat, all common areas, and limited common areas, the water and sewer system and any related easements, except that title to the road shown on any recorded plat as "Topsail Greens Drive" shall not be conveyed by the Declarant, but shall be retained by the Declarant, which shall retain all responsibility and authority for maintenance and repair of said road. The water and sewer system as referred to herein shall include the area entitled "Waste Water Treatment Plant" on the plat referred to herein, the area described in Exhibit B attached hereto where Well Site No. 1 is located, the area, to be determined, where Well Site No. 2 is to be located, and all rights, privileges, easements, tenements and appurtenances thereunto belonging.

8. In the event of a taking by eminent domain (or condemnation or a conveyance in lieu of condemnation) of part or all of the common areas and facilities, the award of such taking shall be payable to the Association, which may represent the owners named in the proceedings. Said award shall be utilized to the extent possible for the repair, restoration, replacement, or improvement of the remaining common areas and facilities, if only part are taken. Any funds not utilized (in the case of a partial taking) shall be applied in payment of common expenses otherwise assessable. In the event of a taking of all or part of a lot, the award shall be made payable to the owner of such lot and his mortgagee, if any, as their interests may appear.

PART VII
ASSESSMENTS

1. Every owner, whether or not it shall be so expressed in any deed or other conveyance, by acceptance of a deed or other conveyance for a lot herein, is deemed to covenant and agree to pay:

- (a) Annual assessments or charges,
- (b) Special assessments for capital improvements,
- (c) Any other fees and special assessments as may be fixed from time to time in accordance with this Declaration and the Articles and By-laws of the Association, the terms of which are incorporated herein by reference.

2. The annual, and special assessments and fees, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, determined as provided herein and in the Articles and By-laws of the Association, shall be a charge on the land and shall be a continuing lien upon the lot and improvements against which each such fee or assessment is made. Each such fee or assessment, together with such interest and costs of collection, including reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the lot at the time the assessment fell due. The personal obligation of an owner for delinquent fees or assessments shall not pass to his successors in title unless expressly assumed by them.

3. No assessment of any kind shall be assessed against a lot prior to the completion of construction of the initial residence and issuance of a certificate of occupancy to the owner of said lot.

4. The assessments and fees levied by the Association shall be used for the purpose of promoting the beautification of the property, the recreation, health, safety, and welfare of the owners, the enforcement of these covenants and the rules of the Association and, in particular, for the improvement and maintenance of the Common Areas, sewer and water services, roadways and other amenities, providing the services and facilities devoted to this purpose and related to the use and enjoyment of said amenities, and for any other purposes set out in the Declaration, Articles and Bylaws. Nothing herein shall mean that assessments may not be used for the maintenance and beautification of areas within the subdivision but which are not part of the Common Areas, such as entrance signs, access easements crossing private property,

median strips within street rights-of-way or the interior of cul-de-sacs. The Association shall establish a reserve fund out of these regular assessments for the purposes set forth herein.

5. The basic annual assessment shall be determined by the Association, effective January 1 of each year, without a vote of the membership, based upon adoption of annual budget for expenditures for authorized purposes, including reasonable reserves for major repairs, replacements and working capital. Such assessments shall be in an amount to be fixed from year to year by the Association, which may establish different rates from year to year as it may deem necessary and may establish different rates for various general classifications of lots according to the size, use or location of said lots. The Association may levy additional assessments if necessary to meet the needs of the entire Topsail Greens or a portion thereof. Owner may be required to prepay a portion of the first year's annual assessment upon closing of the purchase of said property from Declarant.

6. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any new construction, acquisition of land, buildings or equipment, construction of capital improvements or unexpected repair or replacement of capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto; provided that any such assessments for capital improvements shall be adopted by a two-thirds (2/3) affirmative vote of members, voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the time, place and purpose of the meeting. A working capital fund is required for the initial months of the project's operation equal to at least two months' assessments for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in an account for the use and benefit of the Association. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

7. Any assessments or fees which are not paid when due shall be delinquent. If the assessments or fees are not paid within thirty (30) days after the due date, the assessment or fee shall bear interest from the date of delinquency at the higher of the prevailing prime lending rate at North Carolina banks or twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his property.

8. The lien of the assessments provided for herein on any lot shall be subordinate to the lien of any mortgage or mortgages on such Lot, Unit or other Assessable Property. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

9. Declarant reserves the right to subject the real property in Topsail Greens to a contract with Carolina Power & Light Company for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power & Light Company by each Owner.

DECLARANT

By: *[Handwritten Signature]*

(CORPORATE SEAL)

ATTEST: *[Handwritten Signature]*
Secretary

THE UNDERSIGNED, as Trustee and Mortgagee, under a certain Deed of Trust and Security Agreement from Champion Home Communities, Inc., to S. John Lakanen, Trustee and National Bank of Detroit, dated this 23rd day of October, 1985, recorded the 16th day of October, 1985, in Book 658, Page 272, Pender County Registry, do hereby join in this document for the purpose of subordinating the lien of said Deed of Trust and Security Agreement to the terms of this Declaration.

NATIONAL BANK OF DETROIT

By: [Signature]
its 1st Vice President

(CORPORATE SEAL)

ATTEST:

By: William G. Bigelow
William G. Bigelow

[Signature]
S. John Lakanen, Trustee

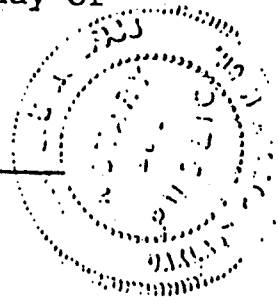
STATE OF MICHIGAN

COUNTY OF Oakland

I, Michele A. Buss, a Notary Public of the State and County aforesaid, certify that Rodney A. Knight personally came before me this day and acknowledged that he is secretary of Champion Home Communities, Inc., a Michigan corporation with its principal office in Rosier County, Michigan, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal, and attested by himself as its secretary.

WITNESS my hand and official seal this 18th day of October, 1985.

Michele A. Buss
Notary Public



My commission expires:

MICHELE A. RUSS
Notary Public, Oakland County, MI
My Commission Expires Nov. 4, 1987

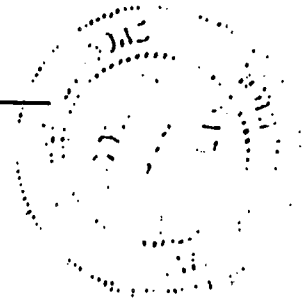
STATE OF MICHIGAN

COUNTY OF WAYNE

I, SHARON LYNN DORÉ, a Notary Public of the State and County aforesaid, certify that S. John Lakanen personally came before me this day and acknowledged that he is 2nd Vice President secretary of National Bank of Detroit, a banking corporation with its principal office in Wayne County, Michigan, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its president, sealed with its corporate seal, and attested by himself as its secretary.

WITNESS my hand and official seal this 24th day of October, 1985.

Sharon Lynn Doré
Notary Public



My commission expires:

SHARON LYNN DORÉ
Notary Public, Wayne County, MI
My Commission Expires June 27, 1988

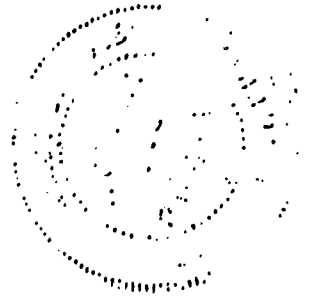
STATE OF MICHIGAN

COUNTY OF WAYNE

I, SHARON LYNN DORÉ, a Notary Public in and for the State and County aforesaid, do certify that S. John Lakanen, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 24th day of October, 1985.

Sharon Lynn Doré
Notary Public



My commission expires:

SHARON LYNN DORÉ
Notary Public, Wayne County, MI
My Commission Expires June 27, 1988

STATE OF NORTH CAROLINA
COUNTY OF PENDER

The foregoing certificate of Michelle G. Ross and Sharon Lynn Ovi, Notary Public, is certified to be correct.

This the 14th day of January, 1986.

REGISTER OF DEEDS OF PENDER COUNTY

By: Judith Seachey, Asst.
Deputy

Filed for registration on the 14th Day of January 1986 At 10 O'clock A. M. and registered in the office of the Register of Deeds for Pender County in Book No. 66-3 Page 212

Hugh Overstreet, Jr.
Register of Deeds for
PENDER COUNTY

EXHIBIT A

Tract One: Being all of that tract of land shown as Tract No. 1 on a map entitled Survey for Champion Home Communities, Inc., which said map is recorded in Map Book 21 on Page 47 of the Pender County Registry, and being described as follows: BEGINNING at an iron stake buried at the intersection of the center of Jones Road with the Eastern right-of-way line of U. S. Highway No. 17, and runs thence as follows:

1. With the center of Jones Road South 37 degrees 34 minutes East 819.40 feet to an iron stake; thence
2. Continuing with Jones Road South 40 degrees 11 minutes East 3,841.60 feet to a concrete monument on the southern side of Jones Road; thence
3. Crossing Jones Road North 60 degrees 40 minutes East 191.82 feet to a concrete monument; thence
4. With the northern margin of Jones Road South 40 degrees 56 minutes East 4,127.92 feet to the northwestern right-of-way line of S. R. 1563; thence
5. With the said right-of-way line South 44 degrees 53 minutes West 735.70 feet to an iron stake in the old Baucom line; thence
6. With the Baucom line North 40 degrees 31 minutes West 5,032.72 feet to an iron stake; thence
7. Continuing with the Baucom line South 49 degrees 40 minutes West 1,261.15 feet to an old iron stake; thence
8. With the Batson old line North 40 degrees 21 minutes West 2,140.63 feet to an old iron stake; thence
9. With an old line North 40 degrees 31 minutes West 1,567.72 feet to an old iron stake on the eastern right-of-way line of U. S. Highway No. 17; thence
10. With the said right of way line North 45 degrees 10 minutes East 1,839.46 feet to the beginning.

EXCEPTING, however, from the foregoing parcel of land all of lots 1 through 29 together with Lot 4-A, lots 171 and 172 as shown upon a map as recorded in Map Book 21, Page 47 of the Pender County Registry to which reference is hereby made for a more perfect and accurate description.

The above parcel of land designated as Tract One contains 213.95 acres, more or less, after the excepted area has been excepted therefrom. The above parcel of land designated as Tract One includes a roadway transversing the excepted lots therefrom but the grantee herein accepts title to said roadway subject to the dedication thereof to the use of the general public in accordance with the laws of the State of North Carolina.

The conveyance of the lands contained in Tract One above is subject to the existing right-of-way of a power line presently located on said property.

Tract Two: BEING all of that tract of land shown as Tract No. 2, on a map entitled Survey for Champion Home Communities, Inc., which said map is recorded in Map Book 21, on Page 47 of the Pender County Registry, and being described as follows: BEGINNING at an iron stake at the intersection of the southern right-of-way line of Jones Road with the eastern right-of-way line of S. R. No. 1563, and runs thence as follows:

1. With the southern right-of-way line of Jones Road South 40 degrees 56 minutes East 1,671.54 feet to the western right-of-way line of Plantation Road; thence
2. With the western right-of-way line of Plantation Road South 82 degrees 54 minutes West 1,644.00 feet to the northern right-of-way line of Cole Drive; thence
3. With the northern right-of-way line of Cole Drive North 40 degrees 23 minutes West 1,606.38 feet to the eastern right-of-way line of S. R. No. 1563; thence
4. With the eastern right-of-way line of S. R. No. 1563 as it curves, chords of which are as follows: North 75 degrees 33 minutes East 117.11 feet, North 68 degrees 28 minutes East 100.00 feet, North 60 degrees 46 minutes East 109.40 feet; North 56 degrees 42 minutes East 100.00 feet, North 51 degrees 23 minutes East 115.00 feet to the end of the curve; thence
5. Continuing with the eastern right-of-way line of S. R. No. 1563 North 44 degrees 53 minutes East 1,106.63 feet to the beginning.

EXCEPTING, however, from the foregoing parcel of land all of lots 173, 174, 175, 263, 262, 261, 257, 256, 255, 254, 253, 252, 251, 250, 249, 248, 247, 246, 176, 177, 178, 179, 180, 181, 210, 211, 212 and 213 as all appear upon a map as recorded in Map Book 21, Page 47 of the Pender County Registry to which reference is hereby made for a more perfect and accurate description.

The conveyance of the lands described in Tract Two above contains 42.62 acres, more or less, after the excepted lots have been deducted therefrom. The conveyance of the lands designated as Tract Two above conveys title to a certain roadway which accommodates various lots as referred to on said map in Book 21, page 47, but such roadways as referred are subject to dedication to the use of the general public.

EXHIBIT B

Proposed Well Site #1, Topsail Greens

BEGINNING at the southwest corner of property of Champion Home Communities, Inc., as shown on a map recorded in Book 21, Page 47, Pender County Registry, in the southern right-of-way of U.S. Highway #17; thence north 39 degrees, 34 minutes, 20 seconds east, 178.45 feet along the southern right-of-way of U.S. Highway #17; thence with a curve to the right having a radius of 20.00 feet, an arc length of 37.57 feet and a delta of 90 degrees, 27 minutes, 12 seconds; thence south 49 degrees, 58 minutes, 28 seconds east, 93.28 feet; thence with a curve to the right having a radius of 968.85 feet, an arc length of 122.21 feet, and a delta of 07 degrees, 13 minutes, 37 seconds; thence south 35 degrees, 32 minutes, 19 seconds west, 208.75 feet; thence north 46 degrees, 07 minutes, 39 seconds west, 250.64 feet to the point of beginning, containing 49,798.62 square feet (1.143 acres), as shown on a survey of said property by Hobbs and Associates dated November 11, 1985.

Proposed Waterline Easement

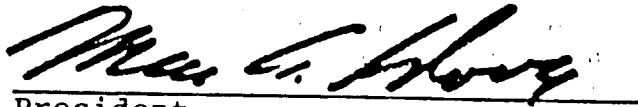
BEGINNING in the southeast radius of Topsail Greens Drive right-of-way, at the entrance into Topsail Greens from U.S. Highway #17, as shown on a map recorded in Book 22, Page 33, Pender County Registry, said point being the center of a 10-foot waterline easement as shown on said map; the centerline of said 10-foot easement continuing south 39 degrees, 34 minutes, 20 seconds west, 697.33 feet; thence south 41 degrees, 01 minutes, 18 seconds east, 72.28 feet; thence south 24 degrees, 42 minutes, 57 seconds east, 230.78 feet; thence south 42 degrees, 31 minutes, 26 seconds west, 87.95 feet; thence south 47 degrees, 58 minutes, 38 seconds west, 69.99 feet. A portion of the above-described 10-foot easement is shown on a map recorded in Map Book 22, Page 33, Pender County Registry. The remaining portion of said waterline easement is shown on a survey of said property by Hobbs and Associates dated November 11, 1985.

R E S O L U T I O N

Be it resolved that the Bylaws of Topsail Greens Community Association, Inc., dated December 17, 1985, a copy of which is attached hereto have been approved and adopted by the Board of Directors of Topsail Greens Community Association, Inc., this the 20th day of December, 1985.

TOPSAIL GREENS COMMUNITY
ASSOCIATION, INC.

By:



President

Marc A. Glova