

BK 119086255

STATE OF NORTH CAROLINA
COUNTY OF PENDER FILED

'97 FEB 7 PM 2 46

JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, N.C.

FOURTH AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS OF PHASE I AND
PHASE II OF THE HAMPSTEAD VILLAGE

THIS FOURTH AMENDED DECLARATION, made this 7 day of Feb., 1996, by the Owners of all Lots in the Hampstead Village pursuant to Section 4 Article XIII of the Amended, Second and Third Amended Declaration of Covenants, Conditions and Restrictions of Phase I and Phase II of the Hampstead Village, which are recorded in the office of the Register of Deeds for Pender County, North Carolina in Deed Book 627, Page 16, Deed Book 722 Page 264, and Deed Book 744 Page 471.

W I T N E S S E T H :

WHEREAS, the subdivision known as the Hampstead Village has been zoned by Pender County as "PD"; and,

WHEREAS, the original Declarant and/or its successor, and the other lot owners desire to amend the Declaration of Covenants, Conditions, and Restrictions to facilitate development of the Hampstead Village Subdivision and to correct past deficiencies in the covenants, conditions and restrictions.

NOW, THEREFORE, the Lot Owners do hereby rescind all previous covenants, conditions, and restrictions placed upon the Lots and Common Areas in Phase I and Phase II of the Hampstead Village, specifically including but not limited to those recorded in Deed Book 620, Page 186, Deed Book 627, Page 16, Deed Book 722, Page 264, and Deed Book 744, Page 471.

AND HEREBY DECLARE that all of the Lots and Common Areas of Phase I and Phase II of the Hampstead Village as shown on the plats recorded in Map Book 21, Page 14, Map Book 21 Page 50, Map Book 21, Page 79 shall be held, sold, land conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the property and be binding on all parties having any right, title, or interest in the Lots and Common Areas, any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. ASSOCIATION shall mean and refer to the Hampstead Village Association which shall be comprised of the

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC

owners of each Lot.

BK 119006256

The Association shall be governed by a three person Board of Governors who shall have the necessary power and authority to manage the affairs of the Association, employ agents and employees and determine their duties and compensation.

This Board of Governors shall be elected annually in December of each year at the Annual Meeting of Lot Owners by a majority vote of Lots in the Village, and shall serve and fill vacancies until their successors are elected by a majority vote of Lots in the Village. Beginning in December after the recording of these Amended Covenants, Conditions and Restrictions: one member shall be elected for one year; one member shall be elected for two years; and one member shall be elected for three years, and thereafter for one year terms or vacancy in said term.

Upon a written request of five Owners' of five (5) lots for a Special Meeting, any action of the Board of Governors may be rescinded, altered or amended by an affirmative vote of Sixty Percent (60%) of Lots in the Village, including replacement of one or all of the members of the Board of Governors. Such Special Meeting shall be scheduled within thirty (30) days of request with at least ten (10) days notice to all Lot Owners.

Section 2. OWNER shall mean the record fee simple owner of the Lot.

Section 3. PROPERTIES shall mean and refer to the Lots and Common Areas shown and described on the plats recorded in Map Book 21, Page 14, Map Book 21, Page 50, and Map Book 21, Page 79, Pender County Register of Deeds and which is known as the "Hampstead Village".

Section 4. COMMON AREA shall mean all real property owned by the Association for the common use and enjoyment of the Lot Owners. The Common Area presently owned by the Association is the land depicted as "Common Area" on the aforesaid plats of the Hampstead Village with the exception of those portions which have been conveyed by the Association to other parties. Common Area includes Lot 10.

Section 5. LOT shall mean and refer to Lots 1 through 23 inclusive and Lots 24A through 24J inclusive as shown upon the aforesaid plats.

ARTICLE II.

PROPERTY RIGHTS

Section 1. OWNER'S EASEMENTS OF ENJOYMENT: Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to

every Lot, subject to the following provisions:

- a. The right of the Association to suspend the voting rights and the right to use the recreational facilities in the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid after notice and demand, and failure to pay within 30 days.
- b. The right of the Association to dedicate or transfer fee simple title to all or any part of the Common Area to any Lot Owners, and 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 Owners of two-thirds (2/3) of the Lots has been recorded consenting to such.
- c. The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon.
- d. The right of the Association to equitably grant exclusive permits and/or easements over portions of the Common Area to Lot Owners for the location of parking areas, septic tank drain fields or other reasonable uses for the Lots.

Section 2. DELEGATION OF USE: Subject to Board of Governor's approval any Owner may delegate his right of enjoyment to the Common Area and facilities to members of his family, employees, business invitees, retail customers, tenants, and contract purchasers and their employees, business invitees and retail customers.

ARTICLE III.

MEMBERSHIP

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have one class of membership consisting of all Lot Owners. Regardless of the individual property interests in each Lot, each Lot shall be entitled to one vote in person or by written proxy.

ARTICLE IV.

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT: The Owners of all Lots, for each Lot owned within the Properties, hereby covenant, and each subsequent 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 to the Association:

- a. Monthly assessments or charges as hereinafter provided; and,
- b. Special assessments for capital improvements.

The monthly and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person/s who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS: The assessments made by the Association shall be used exclusively for the management expenses, the general improvements, care and maintenance of the Common Property and to provide water service to the Lots.

Section 3. MONTHLY ASSESSMENTS: Monthly assessments shall be made and/or changed by the Association in December of each year for the succeeding calendar year and shall not be changed except upon an affirmative vote of Sixty Percent (60%) of Lot Owners.

Section 4. UNIFORM RATE OF ASSESSMENT AND DATE OF COMMENCEMENT: All Lots are subject to monthly assessment regardless of whether they are undeveloped or improved. Assessments on improved lots shall take into consideration the frequency and use of the Common Area and the amount of water, trash service, lighting, signage and other amenities provided to the Lot. At no time shall the rate of difference (between the assessment for undeveloped lots and developed lots) be a greater percentage than it is at the time of the signing of these 4th amended set of covenants and restrictions. Annual increases in dues shall not exceed the rate of inflation.

Section 5. EFFECT OF NONPAYMENT AND REMEDIES OF THE ASSOCIATION: Late charges on monthly assessments outstanding shall be determined from time to time by the Board of Governors and become a lien upon the property.

The Board of Governors shall take all necessary action to collect outstanding past due assessments and late charges including attorney's fees and costs.

No Lot upon which any assessment is outstanding more than ninety (90) days shall be entitled to vote upon any matter of

consideration.

No outstanding assessment may be waived by the Board of Governors for purposes of voting but may be compromised to resolve and settle any matter of disagreement or litigation.

ARTICLE V.

ARCHITECTURAL CONTROL

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, height, materials, and location of the same shall have been submitted to and approved in relation to surrounding structures by the Board of Governors, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) 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.

ARTICLE VI.

EXTERIOR MAINTENANCE

Section 1. EXTERIOR MAINTENANCE OF LOTS AND BUILDING:
Each Owner shall provide the exterior maintenance on any building located upon his Lot, including but not limited to painting, repairing, replacing and caring for roofs, gutters, downspouts, or exterior building surfaces, decks, trees, shrubs, walks and other exterior improvements. Provided, however, the Association shall be responsible for maintaining the shrubs, trees and grass on undeveloped Lots. The Board of Governors of the Association shall establish the standards for exterior maintenance and shall have the authority to require compliance with the standards and enforcement thereof.

Section 2. EXTERIOR MAINTENANCE OF COMMON AREA: T h e
Association shall provide for all maintenance of the Common Area and all improvements thereon, except of those portions of the Common Area and improvements thereon for which a Lot Owner shall be liable for maintenance pursuant to any agreement or easement between the Lot Owner and the Association for use of such Common Area.

ARTICLE VII.

USE RESTRICTIONS

Section 1. LOT USE: Lots shall only be used for

professional and/or commercial purposes. The upper floor or floors of a building used for commercial purposes may upon approval of the Pender County Planning Board and/or Board of Adjustment, and the approval of the Pender County Board of Health, be used for residential purposes. Only one building may be placed upon a Lot and not to exceed 2 1/2 stories in height. The Board of Governors with written approval of two-thirds (2/3) of Lot Owners may waive the professional/commercial limitation.

The Board of Governors may, and after notice to all Lot Owners, approve the combination of two (2) or more contiguous lots for improvements thereon of a single building and make assessments accordingly.

Section 2. 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 Shopping Village.

Section 3. TEMPORARY STRUCTURES: Without written approval of the Board of Governors, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a commercial facility or for any other purpose, either temporarily or permanently. Provided, however, construction trailers or buildings shall be allowed during construction of buildings on the Lots.

Section 4. VEHICLES: No commercial vehicles over 1/2 ton, delivery vehicle, camper, trailer, motor or mobile homes, or similar type vehicle, shall be permitted to remain on any Lot at any time, unless by consent of the Board of Governors of the Association. This does not apply to any delivery vehicle related to a business in the Village or to any delivery vehicle making deliveries to a Lot.

Section 5. ANIMAL: No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any building provided however, a commercial pet shop is permitted provided no animals are housed or kept outside of the building and the Association may keep such animals on the common areas for promotional purposes and to enhance the aesthetic appeal of the shopping village as a whole. These provisions do not apply to owners or tenants of residential units. Residential units shall not allow dogs to roam free on the Common Areas. However, the Association reserves the right to enforce these provisions as to residential units if, in its sole discretion, animals and/or pets are creating a nuisance.

Section 6. OUTSIDE ANTENNAS: No outside radio or television antennas shall be erected on any lot or building within the properties unless or until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 7. EXTERIOR LIGHTS: All light bulbs or other lights installed in any fixture located on the exterior of any building on any Lot shall be clear, white, or non-frost lights or bulbs, or of such other uniform type as established by the Association.

Section 8. PRODUCT DISPLAY: Without written approval of the Board of Governors, no product or merchandise shall be displayed outside of any building or in the windows of any buildings located upon Lots within the Properties.

Section 9. GARBAGE DISPOSAL AND COLLECTION: No garbage or waste receptacles shall be kept on the exterior of any building or any Lot without proper screening/landscaping except by written approval of the Board of Governors. Common garbage collection areas shall be established on the Common Area by the Association. The Association shall be responsible for the maintenance thereof.

Section 11. SIGNS: No signs of any kind or for any use or purpose whatsoever shall be displayed on any lot or the Common Area other than signs for the identification of the businesses, signs providing directions and signs providing general information; all of which are subject to the prior approval of the Association. Provided, however, that the Board of Governors of the Association shall have the authority to erect and maintain signs on the Common Area for advertising and promoting the Shopping Village as a whole.

ARTICLE VIII.

EASEMENTS

Section 1. Easements are reserved by the Association as necessary over and upon the Common Areas for the installation and maintenance of underground utilities and drainage facilities.

Section 2. The Association, acting through its officers, agents, servants, and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform the exterior maintenance called for in Article VI of this Declaration, if the Lot Owner fails to perform such maintenance after having been duly notified of the need for such and having been given a minimum of thirty (30) days from the date of such notice to perform such maintenance.

Section 3. With written approval of the Board of Governors, easements are also granted and reserved to Lot Owners over those portions of the Common Area 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. Subject to restrictions specified herein or easements previously granted, easements are granted to all Lot

Owners over and upon the Common Areas for access to Lots as required for the construction, re-construction, improvement and/or maintenance of any building located upon a Lot. Provided, however, the use of the Common Area for parking or drain-fields is subject to the restrictions set forth herein.

Section 5. Easements for ingress, egress and regress are reserved and granted to all Lot Owners over and upon the roads located in the Common Area for access to and from the Lots to and from U.S. Highway 17. Easements for ingress, egress and regress are also reserved and granted to all parties having any interest in the care, maintenance or use of the Leary Family Cemetery over the roads located in the Common Area to and from the Cemetery to and from U.S. Highway 17.

Section 6. Each lot shall enjoy an encroachment of up to one foot upon any adjoining Lot. Each Lot shall enjoy an encroachment not to exceed three feet upon the common area. Encroachments of a size greater than described shall require removal on an easement from the adjoining Lot owner and/or the Association.

Encroachments of any size greater than those specified above shall require removal or an easement from the Lot Owner of the Lot encroached upon or from the Association for encroachment upon the Common Area.

Section 7. The property depicted as "Future Development" on the plat recorded in Map Book 21, Page 50 is hereby granted a perpetual easement for ingress, egress, regress and the maintenance and installation of utilities to and from U.S. Highway 17 to and from the property depicted as Future Development on the aforesaid plat.

Section 8. If any portion of the septic tank or drainfield servicing a specific Lot is located on another Lot, the Lot Owner of the Lot being serviced by the septic tank and/or drainfield shall relocate the septic tank and/or drain-field so that it does not encroach upon any other Lot upon the request of the other Lot Owner.

Section 9. It is envisioned that the Common Areas may be used for the placement of drain-fields to service the Lots in the subdivision. The Association shall attempt to assign and grant specific easements over portions of the Common Area for the construction and maintenance of drain-fields to service specific Lots. The allocation of the Common Area for the use of drain-fields shall be as equitable as possible. The granting of easements for establishing parking areas on the Common Area shall be done so as to preserve suitable common area for the installation of drainfields from adjacent Lots.

ARTICLE IX.

GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding, all restrictions, conditions, covenants, reservations, liens and charges hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained 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 not
8
affect any of the other provisions which shall remain in full force and effect.

Section 3. LOTS SUBJECT TO DECLARATION: All present and future owners, tenants and occupants of Lots and their employees and business invitees shall be subject to, and shall comply with the provisions of this Declaration, as 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 Lot 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 provision 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 the Register of Deeds of Pender County signed by no less than seventy-five percent (75%) of the Lot Owners.

Section 5. UTILITIES: The Association shall provide water service at or adjacent to all Lots for the use and benefit of the Lot Owners or their tenants.

IN WITNESS WHEREOF, the undersigned lot owners have hereunto set their hands and seals and caused this Amended Declaration to be effective on the day and year first written above.

Irwin Kaplan (SEAL)

IRWIN KAPLAN
OWNER OF LOT NO. 1, PHASE 1
OF THE HAMPSTEAD VILLAGE

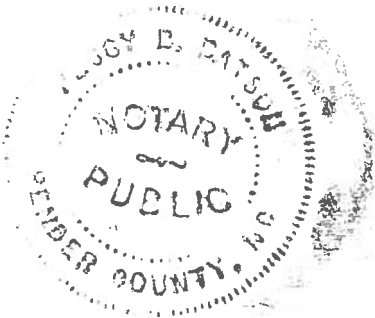
STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, PEGGY B BATSON, a Notary Public in and for
said County and State, do hereby certify that IRWIN KAPLAN
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 28 day
of June, 1996.

Peggy B Batson
Notary Public

My Commission Expires:
8-18-98



Billy R Lanier, Partner (SEAL)

MBL REAL ESTATE, a Partnership
BY: BILLY R. LANIER
OWNERS OF LOT 3, PHASE 1
OF THE HAMPSTEAD VILLAGE

STATE OF NORTH CAROLINA

COUNTY OF PENDER

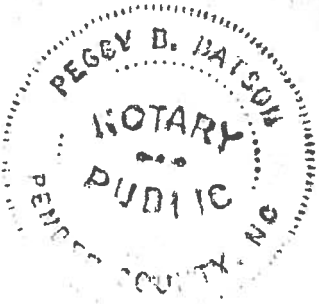
I, PEGGY B BATSON, a Notary Public, in and for said County and State, do hereby certify that BILLY R. LANIER, a partner in MBL REAL ESTATE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the partnership.

Witness my hand and official stamp or seal this the 28 day of June, 1996.

Peggy B Batson
Notary Public

My Commission Expires:

8-18-98



Paul S. Grimsley (SEAL)
PAUL S. GRIMSLEY
OWNER OF LOT 4, PHASE 1
OF THE HAMPSTEAD VILLAGE

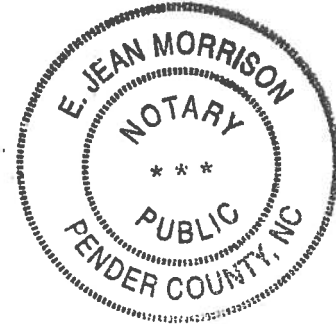
STATE OF NORTH CAROLINA
COUNTY OF Pender

I, E. Jean Morrison, a Notary Public, in and for said County and State, do hereby certify that PAUL S. GRIMSLEY, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 23 day of July, 1996.

E. Jean Morrison
Notary Public

My Commission Expires:
4/20/98



Peggy B. Batson (SEAL)
PEGGY B. BATSON

Ray Batson (SEAL)
RAY BATSON
OWNERS OF LOT NO. 6, PHASE 1
OF THE HAMPSTEAD VILLAGE

STATE OF NORTH CAROLINA

COUNTY OF Pender

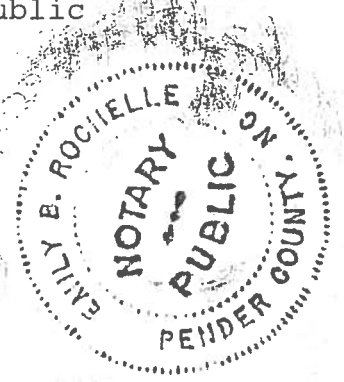
I, Emily B. Rochelle, a Notary Public, in and for said County and State, do hereby certify that PEGGY B. BATSON and husband, RAY BATSON, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 2 day of July, 1996.

Emily B. Rochelle
Notary Public

My Commission Expires:

10-4-98



Joseph E. Gay (SEAL)
JOSEPH E. GAY

Darlene Gay (SEAL)
DARLENE GAY
OWNERS OF LOT 7, PHASE 1
OF THE HAMPSTEAD VILLAGE

STATE OF NORTH CAROLINA

COUNTY OF PENDER

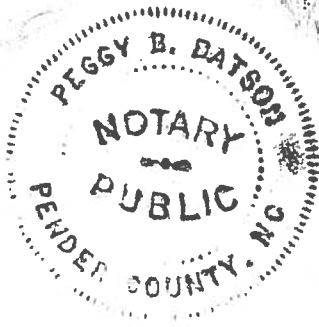
I, PEGGY B BATSON, a Notary Public, in and for said County and State, do hereby certify that JOSEPH E. GAY and wife, DARLENE GAY, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 11 day of June, 1996.

Peggy B Batson
Notary Public

My Commission Expires:

8-18-98



FIRST CITIZENS BANK AND TRUST COMPANY

BY: Gary L Williams
SR. VICE PRESIDENT
OWNERS OF LOT 8, PHASE 1 OF THE
HAMPSTEAD VILLAGE



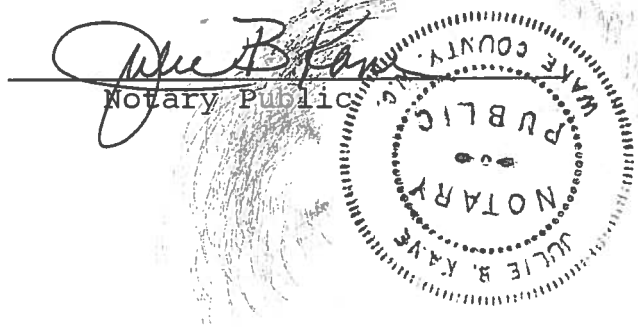
Thomas B. Morris
ASST. SECRETARY

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Julie B. Kane, a Notary Public, of the said County and State, do hereby certify that Thomas B. Morris personally appeared before me this day and acknowledged that he is the Secretary of FIRST CITIZENS BANK AND TRUST COMPANY, a corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by Gary L. Williams, its Sr. Vice President, sealed with its corporate seal and attested by Thomas B. Morris, as its Assistant Secretary; and that the instrument is the act and deed of said corporation.

Witness my hand and official stamp or seal, this 11th day of June, 1996.



My Commission Expires:

September 24, 1996

James M. Carl (SEAL)
JAMES M. CARL

Susan W. Carl (SEAL)
SUSAN W. CARL
OWNERS OF LOTS 9, 12, 13, 15,
16, 17, 18, 19, 20, 21, 22, 23,
24A-H,
PHASE 1 and 2 OF THE HAMPSTEAD
VILLAGE

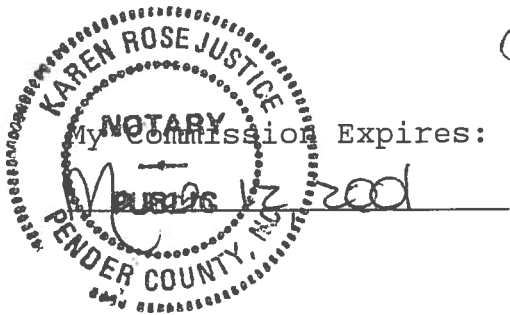
STATE OF NORTH CAROLINA

COUNTY OF PENDER

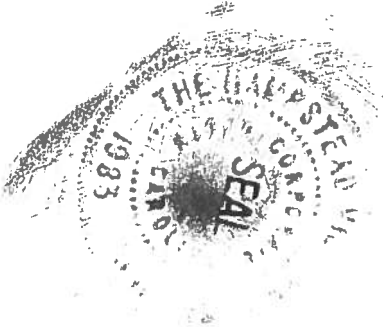
I, Karen Rose Justice, a Notary Public, in and for said County and State, do hereby certify that JAMES M. CARL and wife, SUSAN W. CARL, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 25th day of July, 1996.

Karen Rose Justice
Notary Public



OK 119096271



HAMPSTEAD VILLAGE ASSOCIATION, INC.

BY: Irwin H. Kaplan
PRESIDENT
OWNERS OF LOT 10, PHASE 1 OF THE
HAMPSTEAD VILLAGE

ATTEST:

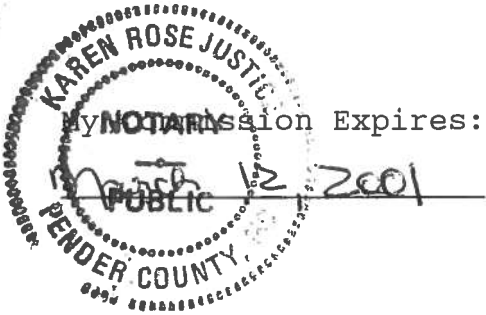
Marianne R. White
SECRETARY

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, KAREN ROSE JUSTICE, a Notary Public in and for said County and State, do hereby certify that MARIANNA R. WHITE personally appeared before me this day and acknowledged that She is the Secretary of HAMPSTEAD VILLAGE ASSOCIATION, INC. a corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by IRWIN H. KAPLAN, its President, sealed with its corporate seal and attested by MARIANNA R. WHITE, as its Secretary; and that the instrument is the act and deed of said corporation.

Witness my hand and official stamp or seal this the 24th day of July, 1996.

Karen Rose Justice
Notary Public



BK 11906272

Arthur W. White, Jr. (SEAL)
ARTHUR W. WHITE, JR.

Marianna White (SEAL)
MARIANNA WHITE
OWNERS OF LOT 24I, PHASE 2
OF THE HAMPSTEAD VILLAGE

STATE OF NORTH CAROLINA

COUNTY OF PENDER

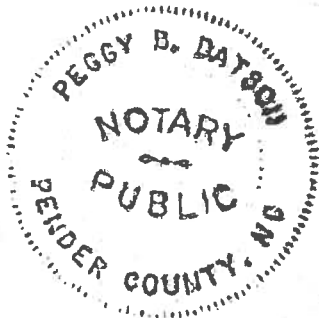
I, PEGGY B BATSON, a Notary Public, in and for said County and State, do hereby certify that ARTHUR W. WHITE, JR. and wife, MARIANNA WHITE, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 12 day of June, 1996.

Peggy B Batson
Notary Public

My Commission Expires:

8-18-98



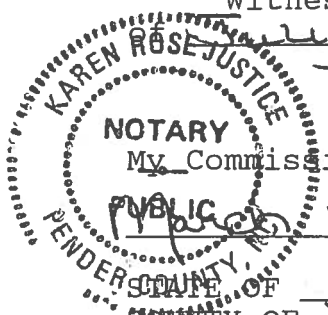
Robert W. Kilroy (SEAL)
ROBERT W. KILROY,

Robert G. Kilroy (SEAL)
ROBERT G. KILROY, BY AND THROUGH
HIS ATTORNEY IN FACT, ROBERT W.
KILROY, Book 746 at Page 621 of
the Pender County Registry
OWNERS OF LOT 24J, PHASE 2,
OF THE HAMPSTEAD VILLAGE

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, KAREN ROSE JUSTICE, a Notary Public, in and for
said County and State do hereby certify that ROBERT W. KILROY,
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official stamp or seal this the 24th day
July, 1996.



Karen Rose Justice
Notary Public

My Commission Expires:

12, 2001

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, KAREN ROSE JUSTICE, a Notary Public, in and for
said County and State, do hereby certify that ROBERT W. KILROY,
attorney in fact for ROBERT G. KILROY, personally appeared before
me this day, and being by me duly sworn, says that he executed the
foregoing and annexed instrument for and in behalf of the said
ROBERT G. KILROY, and that his authority to execute and acknowledge
said instrument is contained in an instrument duly executed,
acknowledged, and recorded in the office of the Register of Deeds
in the County of Pender, State of North Carolina, on the 9th day of
January, 1990, and that this instrument was executed under and by
virtue of the authority given by said instrument granting him power
of attorney.

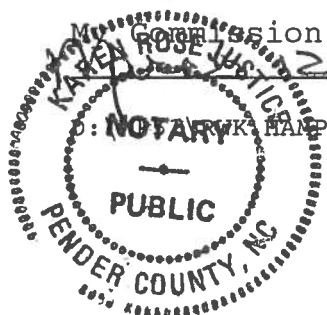
I do further certify that the said ROBERT W. KILROY
acknowledged the due execution of the foregoing and annexed
instrument for the purposes therein expressed for and in behalf of
the said ROBERT G. KILROY.

Witness my hand and official seal, this the 24th day of July
July, 1996.

Karen Rose Justice
Notary Public

My Commission Expires:

12, 2001



BK 1198 PG 274

The foregoing Certificate (s) of

Pragny B. Bataon & Jean Morrison, Emily B.
Rochelle, Julie B. Kane + Karen Rose-Justice

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

JOYCE SWICEGOOD REGISTER OF DEEDS FOR PENDER COUNTY.

By Loretta Pierce Deputy/~~Assistant~~ Register of Deeds.

Signs + Village

PROPOSED SIGN ORDINANCE FOR PLANNED DEVELOPMENT SHOPPING CENTERS

INFORMATION SIGNS

One free standing **INFORMATION SIGN** may be located at each building and shall not exceed 4 sq feet. Style, design, height and interior lighting must be approved by the Hampstead Village Merchants Board of Directors. (These signs are to be located at or near the door of each business. Customers can identify a business from the sign on the building while traveling Hwy 17 but when they enter the shopping center they are then looking at the back side of the building and might not know which business is which without further identification.)

BUILDING SIGNS

One **BUILDING SIGN** may be located on each building. It may be placed on any side of the building but not on the roof. This sign shall not exceed 1% of the total square footage of the main building. However, the Hampstead Village Merchants Association Board of Directors has the right to make special exceptions for buildings less than 1,000 sq ft. Style, design, height and interior lighting must be approved by the Hampstead Village Merchants Board of Directors.

ROAD SIGNS ON HIGHWAY 17

Businesses located on Highway may have one free standing sign located on their property visible from Highway 17. The size of these signs must conform to the Pender County Sign Ordinance. Style, design, height and interior lighting must be approved by the Hampstead Village Merchants Board of Directors.

MULTI TENANT BUILDING SIGNS

For buildings with more than one tenant: In leu of a sign for each business, the building may erect one free standing directory sign not to exceed 32 sq ft. Under these circumstances the **BUILDING SIGN** display only the name of the Building. Style, design, height and interior lighting must be approved by the Hampstead Village Merchants Board of Directors.

MAIN ENTRANCE SIGN

The Hampstead Village Merchants Association will erect a main entrance sign for the purpose of displaying the signs of businesses located inside the village. The completed sign will be an interior lighted sign 10'4" wide by 30' high (approx 290 sq ft) and will eventually display the signs of 24 businesses (each business will have a sign on both sides). The original structure will be 10'4" wide by 21' high (approx 170 sq ft) and will display 12 business signs (each business will have a sign on both sides). (See attached drawings and details). Highway businesses may locate a sign on the main entrance sign until there are enough interior businesses to fill the spaces available

DIRECTIONAL AND INFORMATION SIGNS

Signs may be erected inside the shopping center on traffic islands and on common property to inform drivers of directions, speed limit, stop signs, etc.

governing SIGNAGE, LANDSCAPING AND DRIVEWAYS AND SIDEWALKS. Each member of the association had been asked to review the proposed changes and communicate their concerns back to the Board of Governor's. Several changes were purposed and incorporated into this final letter dated 5/28/99.

The membership at this meeting ,12/21/99, were asked to make any further recommendations and vote on this as an amendment to the covenants. The only change made had to do with regulations on signage. That paragraph now reads: New language is underlined.

All signs freestanding or attached to buildings shall conform with the Pender County code and must be approved by the Architectural Review Committee. The Board of Governors shall approve or make recommendations regarding sign request no later than thirty (30) days after the request had been received. All signs shall be made of wood and painted blue with gold lettering to match the entrance sign colors. Existing, pre approved signs, are permitted to remain. When these signs need to be repainted or replaced, they must conform to this ordinance. State or National Franchise signage approved by the Board of Governors shall be excluded from this sign regulation.

After making these changes the Association unanimously approved this document on a motion by Jeff Howell that was seconded by Lee Piver.

New Business:

Jim Carl mentioned that a gingerbread replica of the village is on display at First Citizens Bank. This was a project of the 5th grade students at North Topsail Elementary School. It was agreed that the Association send a thank you note to the school on behalf of all the merchants.

Adjourn:

There being no further business to come before the Association the meeting was adjourned at 9:35 am.

Respectfully Submitted:

Carolyn Justice Business Manage

TO: Hampstead Village Association Members
FROM: Carolyn Justice
DATE: 7/15/04
SUBJECT: Special Meeting : Septic Use On Common Areas
RE: Under Article II - Property Rights, Section - 1 - Article - d.

By unanimous vote the Board of Governors, at a special meeting convened on July 13, 2004 agreed to amend and correct Article II- Property Rights, Section 1, Article d. (To be added at end of Section 1d as follows.

"In the event it becomes necessary for a lot owner to exercise their option and right to utilize adjoining common area for septic purposes, the following will be that owners obligation. He must maintain, repair and if necessary replace septic system. It shall be a permanent responsibility for said lot owner."

Please initial by your name, the yes for approval or no for disapproval. If approved by 60% of the association members, it will become a permanent part of our Bylaws and Covenants for the Hampstead Village Shopping Center as of August 1, 2004.

list owners to app. y/n

Jim East w/o distributing memos

all members to vote + be notarized

ASAP - don't
get his permit
w/o. / this -