

TOPSAIL GREENS HOMEOWNERS ASSOCIATION, INC.

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL RESIDENTIAL AREAS

- 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 specification 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 of 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 of 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 will apply.
- Only central air conditioning and/or heating systems shall be allowed in any residential unit that faces the road. No window air conditioners shall be installed in any residential unit that faces the road. The locations 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 1.
- 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 1. 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 1.
- All property subject to this Declaration shall be used for residential purposes exclusively.
- 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.
- 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.
- 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 Declaration within ten (10) days after 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. Board of Directors interprets this to mean no signs in yards or on grass areas.

**” § 47F-3-121. American and State flags and political sign displays.**

Notwithstanding any provision in any declaration of covenants, no restriction on the use of land shall be construed to:

- (1) Regulate or prohibit the display of the flag of the United States or North Carolina, of a size no greater than four feet by six feet, which is displayed in accordance with or in a manner consistent with the patriotic customs set forth in 4 U.S.C. §§ 5-10, as amended, governing the display and use of the flag of the United States unless:
  - a. For restrictions registered prior to October 1, 2005, the restriction specifically uses the following terms:
    1. Flag of the United States of America;
    2. American flag;
    3. United States flag; or
    4. North Carolina flag.
  - b. For restrictions registered on or after October 1, 2005, the restriction shall be written on the first page of the instrument or conveyance in print that is in boldface type, capital letters, and no smaller than the largest print used elsewhere in the instrument or conveyance. The restriction shall be construed to regulate or prohibit the display of the United States or North Carolina flag only if the restriction specifically states: **"THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF THE UNITED STATES OF AMERICA OR STATE OF NORTH CAROLINA"**.

This subdivision shall apply to owners of property who display the flag of the United States or North Carolina on property owned exclusively by them and does not apply to common areas, easements, rights-of-way, or other areas owned by others.

- (2) Regulate or prohibit the indoor or outdoor display of a political sign by an association member on property owned exclusively by the member, unless:
  - a. For restrictions registered prior to October 1, 2005, the restriction specifically uses the term "political signs".
  - b. For restrictions registered on or after October 1, 2005, the restriction shall be written on the first page of the instrument or conveyance in print that is in boldface type, capital letters, and no smaller than the largest print used elsewhere in the instrument or conveyance. The restriction shall be construed to regulate or prohibit the display of political signs only if the restriction specifically states: **"THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS"**.

Even when display of a political sign is permitted under this subdivision, an association (i) may prohibit the display of political signs earlier than 45 days before the day of the election and later than seven days after an election day, and (ii) may regulate the size and number of political signs that may be placed on a member's property if the association's regulation is no more restrictive than any applicable city, town, or county ordinance that regulates the size and number of political signs on residential property. If the local government in which the property is located does not regulate the size and number of political signs on residential property, the association shall permit at least one political sign with the maximum dimensions of 24 inches by 24 inches on a member's property. For the purposes of this subdivision, "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot. This subdivision shall apply to owners of property who display political signs on property owned exclusively by them and does not apply to common areas, easements, rights-of-way, or other areas owned by others. (2005-422, s. 8; 2006-226, s. 15(b).)

- **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.**
  - **Any property designated as common area or limited common area on any applicable plat of Topsail Greens,**
  - **Any other property described herein, not divided into lots as shown on any applicable plat of Topsail Greens,**
  - **The rear ten (10) feet of each lot and ten (10) feet along one (1) side of each lot,**
  - **Such other easement areas as are shown on a recorded plat of the subject property, and**
  - **Any areas shown as roads on a recorded plat of the subject property. Provided further, that the Declarant may cut drain ways 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 easement 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.**

- **The Declarant shall have a reasonable right of entry upon any lot to make emergency repairs and to do other work reasonable 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 reasonable necessary or useful for the proper maintenance or operation of the project.**
- **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.**
- **No fuel tanks or similar storage receptacle may be exposed to view.**
- **No private water wells may be drilled or maintained on any property without the written consent of the Declarant.**
- **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.**
- **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 re-plot 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 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 re-platted 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.**
- **No exposed exterior clothes lines of any type shall be installed.**

“Article 3.

Deed Restrictions, Covenants, and Other Agreements Prohibiting Solar Collectors.

**§ 22B-20. Deed restrictions and other agreements prohibiting solar collectors.**

(a) The intent of the General Assembly is to protect the public health, safety, and welfare by encouraging the development and use of solar resources and by prohibiting deed restrictions, covenants, and other similar agreements that could have the ultimate effect of driving the costs of owning and maintaining a residence beyond the financial means of most owners.

(b) Except as provided in subsection (d) of this section, any deed restriction, covenant, or similar binding agreement that runs with the land that would prohibit, or have the effect of prohibiting, the installation of a solar collector that gathers solar radiation as a substitute for traditional energy for water heating, active space heating and cooling, passive heating, or generating electricity for a residential property on land subject to the deed restriction, covenant, or agreement is void and unenforceable. As used in this section, the term "residential property" means property where the predominant use is for residential purposes. The term "residential property" does not include any condominium created under Chapter 47A or 47C of the General Statutes located in a multi-story building containing units having horizontal boundaries described in the declaration. As used in this section, the term "declaration" has the same meaning as in G.S. 47A-3 or G.S. 47C-1-103, depending on the chapter of the General Statutes under which the condominium was created.

(c) This section does not prohibit a deed restriction, covenant, or similar binding agreement that runs with the land that would regulate the location or screening of solar collectors as described in subsection (b) of this section, provided the deed restriction, covenant, or similar binding agreement does not have the effect of preventing the reasonable use of a solar collector for a residential property. If an owners' association is responsible for exterior maintenance of a structure containing individual residences, a deed restriction, covenant, or similar binding agreement that runs with the land may provide that (i) the title owner of the residence shall be responsible for all damages caused by the installation, existence, or removal of solar collectors; (ii) the title owner of the residence shall hold harmless and indemnify the owners' association for any damages caused by the installation, existence, or removal of solar collectors; and (iii) the owners' association shall not be responsible for maintenance, repair, replacement, or removal of solar collectors unless expressly agreed in a written agreement that is recorded in the office of the register of deeds in the county or counties in which the property is situated. As used in this section, "owners' association" has the same meaning as in G.S. 47F-1-103.

(d) This section does not prohibit a deed restriction, covenant, or similar binding agreement that runs with the land that would prohibit the location of solar collectors as described in subsection (b) of this section that are visible by a person on the ground:

- (1) On the facade of a structure that faces areas open to common or public access;
- (2) On a roof surface that slopes downward toward the same areas open to common or public access that the façade of the structure faces; or
- (3) Within the area set off by a line running across the façade of the structure extending to the property boundaries on either side of the façade, and those areas of common or public access faced by the structure.

(e) In any civil action arising under this section, the court may award costs and reasonable attorneys' fees to the prevailing party. (2007-279, s. 3; 2009-553, s. 3.)

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

- 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.

- 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.

“Section 4. Parking Rights: The Corporation shall regulate the parking of vehicles, boats, trailers and other such items in Topsail Greens Community pursuant to the Declaration and these Bylaws. No vehicles, boats, trailers or other similar types of equipment shall be parked within the traffic lane of any street. RV's and boats may be parked in driveways for a period of **48 hours** in a seven (7) day period. Overnight parking on grass and/or on common areas is not allowed. Hourly (Part-time parking) on such areas may be permitted for specific purposes. A storage area is provided for boats, boat trailers & RV's.”

- 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 Declarant a reasonable fee for said service.

- 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 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 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.

- 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.

- 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, re pairs 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.

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

- No Vegetable gardens shall be allowed without the prior express written consent of the Declarant.

#### Violations Fines and Procedures:

**1<sup>st</sup> Letter** – Warning letter of violation – give 30 days to correct violation and give notice for hearing (next board meeting)  
Board meetings are held on the 3<sup>rd</sup> Tuesday of every month.

**2<sup>nd</sup> Letter** – Fine of \$50 after the first 30 days. \$50 added to the fine every 15 days the violation still exists. The Board also reserves the right to suspend services as an alternative or additional remedy for violation management.

Fines will be capped at 90 days. After 90 days, the board has the authority to enter your property and correct the violation at the homeowners cost.

**PLEASE RETURN THIS PAGE ONLY**

Owner/Tenant Attestation Statement  
Topsail Greens Homeowners Association

Rules and Regulations; Summary of Covenants

The Covenants are intended to familiarize Homeowners with the various private restrictions in Topsail Greens Homeowners Association. Please review the Covenants provided to you and sign the agreement below that states that you understand the rules and regulations and agree to abide by them as written and recorded in Pender County, NC.

**I (we) have read the *Summary of covenants & Bylaws* and agree to all the conditions above, and I (we) agree to abide by the Topsail Greens Homeowners Association Covenants and Bylaws.**

- Owner**
- Tenant**

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

Please mail to the address below or email to [hampsteadhoa@gmail.com](mailto:hampsteadhoa@gmail.com)

Atlantic Shores Management  
C/O Topsail Greens Homeowners Association  
P.O. Box 964  
Hampstead, NC 28443