

EXHIBIT "A"

HARBOR POINTE RETREAT AT CYPRESS SHORES, BEAUFORT COUNTY, NC

ALLOWABLE IMPERVIOUS AREA BY LOT NUMBER

Old Lot #	Block	NEW LOT #	Impervious Sq. Ft.
1A	BLOCK A	1	4,600
2A		2	4,400
3A		3	4,400
4A		4	4,600
5A		5	4,600
6A		6	4,600
7A		7	4,600
8A		8	4,600
8A-A		8A	
9A		9	4,400
10A		10	4,800
11A		11	4,800
12A		12	4,800
13A		13	4,800
14A		14	4,800
15B	BLOCK B	15	4,400
16B		16	4,400
17B		17	4,400
18B		18	4,400
19B		19	4,400
20B		20	4,650
21B		21	4,800
22B		22	7,200
23C	BLOCK C	23	4,400
24C		24	4,800
25C		25	4,400
26C		26	4,400
Open Area		27	4,400
1D	BLOCK D	Pelican	9,663
2D		Sea Horse	9,663
3D		Sea Turtle	9,663
4D		Starfish	9,663
5D		Blue Crab	9,663

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NOW THEREFORE, the Declarant hereby declares that the real property described herein is and shall be held, transferred, sold and conveyed subject to the Covenants herein set forth, and that all of the property referenced above shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments, and liens relating to the use and occupancy thereof, which shall be construed as and constitute covenants running with the land which shall be binding on all parties acquiring any right, title or interest in any of such property and which shall inure to the benefit of each owner of any portion thereof.

The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of the Lots in favor of each and all other Lots; to create reciprocal rights between the respective Owners of all of the Lots; to create privity of contract and privity of estate between the Owners of the Lots, their heirs, successors and assigns, and to operate as covenants running with the land for the benefit of each and all other Lots and parcels in the Subdivision and their respective Owners, present and future.

DEFINITIONS

The following terms used in this Declaration are defined as follows:

- A) "Association" shall mean and refer to Cypress Shores Property Owners Association, Inc., as more fully defined herein below.
- B) "Buildout" shall mean and refer to the date upon which the first of the following events occur: (i) the date which there has been a Residential Unit constructed on each Lot contemplated to be in the community and each Lot in the Community has been conveyed to a Person for residential occupancy; or (ii) a date established by the Declarant, in its sole discretion as indicated by a written instrument filed of record in the Beaufort County Registry.
- C) "Common Area(s)" shall mean all real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.
- D) "Declarant" shall mean and refer to Evergreen Horizons, Inc., its successors and assigns.
- E) "Declarant Control Period" shall mean the period of time until 100% of the real property within the Subdivision as described above have been transferred to the Association and/or sold to Owners other than Builders.
- F) "Lot" shall mean means any one or more of the Lots or other tracts or parcels created within the Subdivision or added to the Subdivision. This definition shall specifically include the land adjacent to Lot 19 labeled "Open Space Area for Homeowners Association" which is hereby reclassified as Lot 27.

- G) "Owner" or "Lot Owner" shall mean and refer to any person, firm, corporation, other legal entity, or combination thereof, other than the Declarant, who or which holds fee simple title to any Lot.
- H) "Plat" shall mean the above referenced recorded map cabinet and any other recorded map cabinet showing any Lot or Lots within the Subdivision or any portion thereof, or any lands added to the Subdivision.
- I) "Quorum" shall mean and refer to 5% of Owners present at a called meeting of the Association until such time the requirements are proscribed by the By-Laws of the Association.
- J) "Residential Unit" shall mean and refer to a residential dwelling for one or more than one person, and if more than one person, persons related to each other by blood, marriage, or legal adoption, or in the alternative, a group of not more than four adult persons not so related who shall maintain a common household in such dwelling.
- K) "Subdivision," "Properties," "Cypress Shores on the Pamlico," or "Harbor Pointe Retreat at Cypress Shores" shall mean and refer to the real property described in Exhibit "A", and all additions to such property as may be brought within the jurisdiction of the Association with the exception of Lot 26.

BUILDING AND USE RESTRICTIONS

1. Each Lot shall be used for permanent residential purposes only, and no manufacturing establishment, factory, public garage, sanitarium or hospital, motel, hotel, trailer park, apartment building, condominium, multi-family housing building, or any building of similar nature may be maintained on the same, and no unsanitary, offensive or unsightly conditions shall be allowed thereon. No house trailer, mobile home, travel trailer, manufactured home, enclosed garage or any type of temporary housing shall be placed or located upon any Lot as a permanent residence. No modular dwelling or other fully or partially pre-constructed dwelling may be placed on any Lot without the express prior written permission of the Declarant or if after the Declarant Control Period ends, the Association; provided, however, that camping is allowed for ten (10) days within a thirty (30) day period, provided that professional grade camping equipment is utilized and well maintained. No camper, tent, shed or temporary structure shall be permitted on the lot as a permanent residence; however, such structures can be used for recreational purposes and can only remain on the Lot for no more than ten (10) days a month unless stored in an enclosed garage. No storage building, enclosed garage or ancillary building of any kind may be constructed on any Lot until after primary residence is built.
 - A) Each principal residence constructed on any Lot shall consist of not less than 1,200 square feet of enclosed, finished, heated floor space. The landscaping and grassing of each Lot shall be completed within 1 year from the time any construction begins on any Lot. All exterior construction shall be completed within 1 year after it has commenced.

Further, maximum allowable impervious areas are incorporated as Exhibit "B" attached to this documents as a "Built Upon Table". Alteration of the drainage in the subdivision may not take place without the concurrence of the North Carolina Division of Water Quality.

2. No Lot may be re-subdivided, except by Declarant or if after the Declarant Control Period ends, the Association. Only one Single Family Dwelling may be constructed per Lot. No outbuildings of any kind may be constructed, except that for each Single-Family Dwelling constructed, a detached garage may be constructed, and one small storage building may be constructed as long as that matches the Single-Family Residence and does not exceed the Built Upon Area established for the individual Lot by the North Carolina Division of Water Quality.
3. No Lot may be combined, except by permission of Declarant or if after the Declarant Control Period ends, permission of the Association. Such Lots must be resurveyed and the survey must be recorded in the Register of Deeds Office for Beaufort County, North Carolina. Any Lot combined will only be assessed one HOA assessment.
4. All septic disposal systems shall be constructed and installed in accordance with the rules and regulations of authorities in Beaufort County, North Carolina, as from time to time amended, and no outside toilets shall be built upon any Lot except during active home construction.
5. No residence, building, or any other structure shall be built or maintained within ten (10) feet from any side property line, thirty-five (35) feet from any front or rear property line, or as specified on the above recorded survey, unless a variance is first obtained in writing from the Declarant or if after the Declarant Control Period ends, the Association. This restriction shall not apply with respect to the interior boundaries between Lots being improved as one unit. The Lot Owner, by acceptance of a Deed, also accepts the Storm water requirements of the North Carolina Division of Water. The front building line restriction shall not apply to Lot 27.
6. No Lot or any part thereof shall be used for a junk yard or for any unsightly or obnoxious purposes. No items of personal property of any kind, except for operating licensed noncommercial motor vehicles, may be kept or stored on any Lot outside the structures on the Lot. Activities which may tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any Lot, or in any driveway, garage, carport, or other place where such condition is visible from any road or from any other Lot. No derelict vehicles may be kept on any lot unless kept in an enclosed garage. No more than one boat trailer may be kept on the Lot at any time, unless in an enclosed garage. If a boat trailer is outside of the garage, it must be tagged and titled by the North Carolina Department of Transportation, be in working order, and not be unsightly.
8. All trash, garbage, and waste shall be kept in sanitary, closed receptacles. All garbage cans and similar receptacles shall be kept in an enclosed or screened area, so that the same will not be visible from other Lots in the Subdivision or roads in the Subdivision. No burning of garbage shall be done or permitted on any Lot in the Subdivision.

9. No commercial breeding of any animal is permitted. No animals may be kept and maintained on any Lot, except that this restriction shall not prohibit the keeping of no more than five usual household pets such as dogs and cats, provided said usual household pets are at all times confined to the Owner's Lot or are allowed outside the Owner's lot only in the presence of the Owner. No animal may be maintained on any Lot if it makes such an amount of noise as to frequently or habitually disturb Owners of other Lots.
10. It shall be the responsibility of each Lot Owner to maintain a 12" or larger drain tile on any portion of his Lot where a driveway crosses or any other activity obstructs a drainage ditch. All soil disturbing activities, including without limitation, grading house sites, constructing driveways, and landscaping, regardless of their extent, must conform to prevailing laws and regulations regarding erosion control, both during construction and afterward, and must not impair the erosion control measures previously installed by the Declarant.
11. No commercial or business activities may be carried out on any Lot. This provision prohibits the use of any dwelling as a lodging business, but shall not otherwise prohibit the leasing or renting of any dwelling on any Lot for any length of time, and shall not prohibit in-home businesses or offices that do not invite the general public upon the premises. Lodging businesses may be allowed with Declarant approval, of which approval is in the sole discretion of the Declarant.
12. It shall be the responsibility of each Lot Owner to provide adequate parking space for motor vehicles on his or her Lot. Parking on the Subdivision roads or within the rights of way thereof is prohibited. All parking areas and driveways on all Lots must be surfaced completely, immediately upon installation, and thereafter maintained, with gravel, concrete, asphalt or other appropriate paving material. No unlicensed or inoperable vehicles may be maintained or kept on any Lot in the Subdivision, unless in an enclosed garage.
13. No fuel tanks or similar storage receptacles may be maintained on any Lot unless the same are installed within a building, are buried under ground, or are otherwise installed so that they are not visible from any place outside the Lot. Commercial wood harvesting is prohibited. Excavation and selling of surface or subsurface material is prohibited.
14. No permanent or temporary antennae of any land for television, radio, shortwave, or any other use may be erected, placed, maintained, or located upon any Lot without the express prior written permission of the Declarant, and any antennae approved by the Declarant must be installed, painted and maintained in such a way as may be from time to time provided by the Declarant. The provisions of this restriction specifically include dish and saucer type antennae larger than 18 inches in diameter. 18 inch dishes and under are specifically allowed.
15. No sign of any kind shall be displayed to the public view on any Lot, except a sign displaying the owner's name and/or the property address or Lot number, or a sign advertising the property for rent may be maintained. No "For Sale" signs shall be displayed on any Lot without the Declarant's written permission.

16. Open, grassy areas such as lawns and meadows shall be mowed at least two times per year by the Association. If a Lot Owner elects to not have the Association mow the grassy areas, then the maintenance of the Lot will be the responsibility of the Lot Owner and the Lot shall be kept in a clean, presentable, mowed condition.
17. No building constructed on any Lot shall have tar paper, asbestos, unfinished plywood or roughhewn irregular edged type siding. No building constructed on any Lot shall have visible concrete blocks, and any and all concrete blocks used in construction on any Lot shall be covered with stone, brick, stucco, wood or similar siding. No residence or garage constructed or placed on any Lot shall have metal siding. The residences or garage shall be covered with wood, stone, brick, hardieplank or other natural material.

APPROVAL OF PLANS AND CONSTRUCTION

18. The Architectural Committee shall be composed of the Officers of Evergreen Horizons, Inc. For purposes of these restrictions, the term Declarant or if after the Declarant Control Period ends, the Association and Architectural Committee may be used interchangeably. In all matters, a majority vote shall govern.
19. No improvements shall be erected, placed, altered or changed on any Lot in this subdivision until and unless the building plans, specifications and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistency of plan with existing residences on other Lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.
20. The Architectural Committee shall have the right to refuse to approve plans, specifications and/or plot plans, taking into consideration the suitability of the proposed building or other improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings and the effect it will have on other residences already constructed or approved for construction.
21. Prior to the commencement of any construction, each Lot Owner shall submit to the Architectural Committee, in duplicate, plans, specifications and drawings, which shall contain at a minimum:
 - A) Front, rear and side elevations;
 - B) Floor plan and proposed location of residence, walks, drives, garage, fences or other improvements;
 - C) The area of heated floor space;
 - D) Exterior building material to include manufacturer, color and texture;
 - E) Exterior trim color;
 - F) Estimated completion dates of all construction and improvements;
 - G) Special treatment required to alleviate problems anticipated due to changes in topography.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with Architectural Committee's approval or disapproval noted thereon.

22. In the event that the Architectural Committee fails to approve or disapprove such plans within 60 days after they have been submitted to it, such approval will be automatic. The terms "building" or "improvements" shall be deemed to include the erection, placement or alteration of any wall, fence, driveways or parking area, or any such construction undertaken subsequent to initial construction.
23. The Architectural Committee is authorized to approve, waive or ratify in the construction or alteration of any building or improvement, any violations of the setback, location and size of improvements provisions of these restrictions if, in the opinion of the Architectural Committee, such shall be necessary to prevent undue hardship or for other cause.
24. All construction by any Owner shall be performed by a licensed contractor or licensed building contractor.
25. Once Construction is started, each Owner shall be responsible for insuring that such work proceeds at orderly and timely pace, and according to the approved plans, with no stoppage of work for more than 14 consecutive days to be condoned, acts of God excepted. All construction shall be complete, including all exterior finishing, landscaping, hardscaping, and driveways within 12 (twelve) months from beginning of construction.
26. The Declarant expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth herein to any assignee at Declarant's sole discretion.

EASEMENTS

27. Declarant reserves unto itself, its successors and assigns, and reserves and grants to the Association, to Tidelands EMC, Beaufort County Water Authority and to all other public or private utility companies, a perpetual, alienable, assignable and releasable easement and right of way to install and use electrical and telephone wires, cables, and conduits, sewer lines, septic systems, water mains, other suitable conduits and equipment for the transmission and discharge of electricity, telephone, gas, water, sewer, cable television and other public conveniences or utilities, including drainage and storm water discharge within all roadway easements in the Subdivision and within the five (5) foot wide strip immediately inside the boundary of each Lot; provided, in the event of the improvement of two (2) or more Lots as a unit, such easement shall not exist with respect to interior Lot lines unless use of such easement for such purposes has already begun. This reservation includes an easement and right of way to install and use sewer lines from Lot(s) to septic systems located on nearby Septic Lot(s).

By way of clarification and specific additional grant, the ten foot (10') wastewater easement referenced on the subdivision survey that extends down Maple Lane along the front boundary lines of Lots 15-19 is hereby specifically extended in the same ten foot (10') width beyond the point marked "End Wastewater Easement" and continuing along the remaining portion of the front boundary line of Lot 19 and along the front boundary line of the new Lot 27 as referenced herein.

By reservation of said easements, the Declarant does not obligate itself or the Association to provide any utility service to any Lot.

28. Declarant expressly reserves unto itself, its successors and assigns, the right to add additional lands to the Subdivision and/or remove lands from the Subdivision, and if the Declarant does add additional lands to the Subdivision and/or remove lands from the Subdivision, then the definitions contained hereinabove of "Subdivision" shall be deemed to include the lands so added and/or exclude the lands so removed and the definition contained hereinabove of "Lot" shall include all Lots created within said additional lands and/or exclude all Lots removed from said excluded lands. The right herein reserved to the Declarant, its successors and assigns, to add additional lands to the Subdivision and/or remove lands from the Subdivision may be exercised by it any number of times. Further, Declarant specifically reserves unto itself, its successors and assigns, the right to burden the Subdivision roads, easements and rights of way, by granting easements and rights of way over the same to serve and to be appurtenant to lands added to the Subdivision and lands lying outside the boundaries of the Subdivision. It is specifically the intent of the Declarant to reserve unto itself, its successors and assigns, the right to establish additional easements and rights of way over the Subdivision roads to serve any and all lands later added to the Subdivision and any and all Lots created therein, and to serve lands lying outside the boundaries of the Subdivision. This reservation shall continue until later of Buildout or the end of the Declarant Control Period.
29. Declarant reserves unto itself, its successors and assigns, and declares for the benefit of the Association, its successors and assigns, a perpetual easement for the erection, maintenance and repair of subdivision signs upon any Lot which adjoins any public road, and within each Subdivision easement, which easement shall include the right to erect, maintain and repair walls and lighting at the site of the sign and to landscape the area in the vicinity of the sign. This reservation shall continue until later of Buildout or the end of the Declarant Control Period.
30. No Owner or subsequent Owner of any Lot may grant an easement or right of way across the Lot for any reason or at any time to any person or entity other than the Declarant, its successors and assigns, unless the same shall first be approved in writing by the Declarant, its successors and assigns.

PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS

31. During the Declarant Control Period, Declarant will cause to be incorporated under the laws of the State of North Carolina a nonprofit corporation which shall be named "Cypress Shores Property Owners Association, Inc." (hereinafter, the "Association"), for the purpose of performing the activities and exercising the functions granted to the Association as set forth below:
- A) Every person who is a record Owner of a fee or undivided fee interest in any Lot which is subject to these covenants shall be a member of the Association and the Association will be governed by a Board of Directors, appointed by the Declarant or if after the Declarant Control Period ends, duly elected by the members.
 - B) There shall only be one class of membership and such membership shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any lot, and further no fractional vote shall be cast with respect to any lot.
 - C) Each Lot and each Lot Owner shall be subject to all duly adopted articles, by-laws, rules and regulations, and resolutions of the Association, as amended from time to time. The bylaws of the Association are incorporated by reference herein.
32. Assessments.
- A) The Association shall be entitled to collect dues on an annual basis, assessed against each Lot in an amount determined by the Board of Directors.
 - B) The Association shall annually, assess each Lot Owner for his share of the costs and expenses of the maintenance, repair and upkeep of the roads, other systems, facilities, amenities, and common areas, the maintenance responsibility for which is that of the Association. Payment of such assessments shall be due thirty (30) days after notice thereof is sent. If not paid within said thirty (30) day period, such assessments shall be deemed delinquent and shall commence bearing interest from such time at the rate of eighteen (18%) percent per annum or the maximum allowed by North Carolina law.
 - C) If any delinquent assessment is placed in the hands of any attorney for collection, there shall be added to the amount due all costs of collection, including all reasonable attorneys' fees as allowed by law.
 - D) Any assessment levied against any Lot which so becomes delinquent shall constitute a lien upon such Lot when filed of record in the office of Clerk of Superior Court for Beaufort County, North Carolina, in the manner provided by Article 2 of Chapter 44A, Statutory Liens on Real Property, of the North Carolina General Statutes, or its successor statute. The lien shall include the amount of all interest which accrues and continues to accrue upon the assessment, and shall include the aforementioned costs of collection and attorney's fees. The claim of lien shall be

filed in the name of the Association. The Association shall have the right to proceed in its own name in any court of competent jurisdiction. The claim of lien may be foreclosed in a like manner as a mortgage on real estate under the Power of Sale under Article 2A of Chapter 45 of the General Statutes.

- E) All assessments, interest, costs and attorney's fees shall be and constitute the personal joint and several obligations of each Lot Owner. The Association or any other Lot Owner may bring an action against the Lot Owners in default to seek a money judgment for the amount of the assessments, interests, costs of collection and attorney's fees.
- F) All Lots owned by the Declarant and/or an entity designated by Declarant owing said Lots, if any, are exempt from said assessment. Non-profit organizations (organized under 501(c) of the Internal Revenue Service) identified by Declarant are explicitly exempt from assessments. This exemption shall carry to all subsequent non-profit organizations who may hold title to any property, regardless if the Declarant has identified these entities, or not as long as the Declarant has identified and exempted the original entity. In no way shall any non-profit organization qualifying under this exemption be assessed regular assessments, special assessments, or any other requirement for contribution towards the Association. Any non-profit identified under this provision, including successors and assigns, shall follow all components of this covenant unless explicitly exempted by the Declarant.

INFRASTRUCTURE MAINTENANCE AND REPAIR

33. Subdivision Roads

- A) The roads in Harbor Pointe Retreat at Cypress Shores are private roads and the maintenance and upkeep of said roads shall be the responsibility of the Association. Only the Declarant shall have the authority to name or change the name of roads in the Subdivision. The Declarant shall have the right to convey real property to the Association, or provide easements as necessary, for use as common areas for the Association and all Lot Owners. The Association shall have as its primary function the obligation to maintain and repair the roadways in the Subdivision and to maintain, repair and take other necessary actions to maintain the entrance, ditches, drainage, storm water discharge structures, or other in the Subdivision as are assigned to the Association or as are conveyed by the Declarant to the Association. Each Lot shall be assessed at \$450.00 per year for the maintenance, repair and upkeep of the roadways and other items maintained by the Association. The Association shall have such other and further powers as may be adopted and set forth in its by-laws as may now be in existence or may be adopted in the future, provided the Association may not supersede its limitation as to the number of Lots for which it may assess the Declarant. No representation or warranty is made concerning the construction of these

roadways so as to be included in the State Secondary Road system, or that the State of North Carolina will eventually assume maintenance of these roadways.

- B) If any person damages the Subdivision roads or common properties for any reason, that person shall be responsible for paying to repair the same to the original condition. Any damage done by a Lot Owner, his or her guest(s), invitee(s), licensee(s) or contractor(s), subcontractor(s), employee(s), or other working under the direction of a Lot Owner shall be the responsibility of the Lot Owner and the Lot Owner is obligated to repair any damage done.
- C) The Declarant shall not have any responsibility to maintain the Subdivision roads except in the manner of any other Lot Owner.

34. Storm Water Management.

The Declarant, until such time as the Declarant control period ends, will be responsible for the maintenance of any storm water management swales, channels, and check dams and to see that each Owner installs and maintains his driveway culvert in accordance with this Declaration. Such maintenance shall include the removal of sediments within the swales and channels, re-stabilization of the swales and channels at all times in such a way that it does not become an eyesore or disturb the desired drainage patterns in the swale system. Furthermore, each Lot in the subdivision is conveyed subject to the provisions of North Carolina Storm Water Runoff Rules and incorporated herein by reference. The Storm Water Rules limits the maximum square feet of built-upon area for each Lot.

The following covenants are intended to ensure ongoing compliance with State Storm Water Management, they are as follows:

- A) The following covenants are intended to ensure ongoing compliance with State Storm Water Management Permit Number SW7081110 (formally known as SW7071004), as issued by the Division of Water Quality under NCAC 2H.1000
- B) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Storm Water Management Permit.
- C) These covenants are to run with the land and be binding on all persons and parties claiming under them.
- D) The covenants pertaining to storm water may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- E) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
- F) The maximum built-upon area per lot is as shown on Exhibit "A" to the permit. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge

of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

- G) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
- H) Each lot will maintain a 50' wide vegetated buffer between all impervious areas and surface waters.
- I) All roof drains shall terminate at least 50' from the mean high water mark.
- J) A portion of this lot has been determined to meet the requirements for designation as a wetland, stream or protected stream buffer. Any subsequent fill or alteration of this area shall conform to the requirements of the state rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of this provision is to prevent additional wetland, stream or buffer filling or draining, so the property owner should not assume that a future application for filling or draining would be approved. The property owner shall report the name of the subdivision in any application pertaining to said rules. This covenant is intended to ensure continued compliance with all rules adopted by the State of North Carolina and therefore the State of North Carolina may enforce benefits. This covenant is to run with the land and shall be binding on all Parties and all persons claiming under them.

35. Boat Slips

- A) Boat slips located in the common shall be appurtenant to the ownership of the applicable Lot and shall only be assigned as provided below.
 - i. Once entered into between the Association and the Lot Owner, the relevant Boat slip shall not be separated from the ownership of the Lot to which it is appurtenant but rather, shall run with the title to such Lot unless and until such Boat slip is assigned by the Lot Owner to another Lot Owner or the Association.
 - ii. However, at no time shall the Boat slip be transferred, sold or assigned to any person who is not an Owner as defined by Article I, Section 1 (G) of this Declaration.
 - iii. Common Area boat slips located in the marina are private and Cypress Shores Property Owners Association will have the duty to repair, replace and maintain these boat slips. The Declarant shall have the sole authority to enact rules of the common area boat slips and the Association, its members and guests, are bound by any rules established. The boat slip maintenance fee is \$250 per year per boat slip.

ENFORCEMENT AND AMENDMENT OF THE COVENANTS

36. Enforcement.

- A) In the event of a violation or breach of any of these restrictive covenants by a Lot Owner, the Association shall have the right to assess a penalty of \$25.00 per violation, per day if the violation or breach of said restrictive covenants is not mitigated after 14-days' notice to the Lot Owner. Payment of such assessments shall be due thirty (30) days after notice thereof is sent. If not paid within said thirty (30) day period, such assessments shall be deemed delinquent and shall commence bearing interest from such time at the rate of eighteen (18%) percent per annum or the maximum allowed by North Carolina law.
- B) Any assessment levied against any Lot pursuant to Section 35 of this Declaration shall constitute a lien upon such Lot when filed of record in the office of Clerk of Superior Court for Beaufort County, North Carolina, in the manner provided by Article 2 of Chapter 44A, Statutory Liens on Real Property, of the North Carolina General Statutes, or its successor statute. The lien shall include the amount of all interest which accrues and continues to accrue upon the assessment, and shall include the aforementioned costs of collection and attorney's fees. The claim of lien shall be filed in the name of the Association.
- C) The Association shall have the power to enter a lot to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates these restrictive covenants. All costs of self-help or of otherwise enforcing these restrictive covenants, including reasonable attorney's fees, shall be assessed against the violating Owner.
- D) In the event that a violation or breach of any of these restrictive covenants by a Lot Owner, in the judgement of the Association, requires the involvement of an attorney for purpose of enforcing these restrictive covenants, the offending Lot Owner shall be responsible for all costs of enforcement, including all reasonable attorneys' fees as allowed by law.
- E) In the event of a violation or breach of any of these restrictive covenants by a Lot Owner continues, it shall be lawful for the Association or any Lot Owner to prosecute any proceeding at law or in equity to compel compliance by said Lot Owner with the terms of these restrictive covenants

37. Amendments.

- A) By Declarant. In addition to the specific amendment rights granted elsewhere in this Declaration, during the Declarant Control Period, the Declarant may unilaterally amend this Declaration for any purpose. Declarant may also unilaterally remove any requirement herein as to any Unit. Thereafter, the Declarant may unilaterally amend

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this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable government statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on the Units; or to satisfy the requirements of any local, state, or federal governmental agency.

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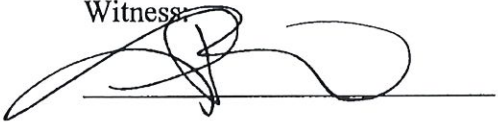
- B) After the later of either Buildout or the end of the Declarant Control Period, this Declaration may be amended by means of a duly recorded amendment signed by the Owners of two-thirds (2/3) of the Lots subject to this Declaration. This Declaration may also be amended by the Association by a two-thirds (2/3) majority vote of its members at a duly called members meeting at which a quorum is present, and in such event the appropriate officers of the Association shall record the proper amendment.

Signatures on following page(s)

1927PG121

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set its hands and seals this 13th day of April, 2017.

Witness:


Evergreen Horizons, Inc.
By: Charles B. Payne, President

Notary/Witness:




STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF MECKLENBURG

I, Michelle Bluhm, a Notary Public of the County and State aforesaid, certify that the above-named Charles B. Payne, authorized agent of Evergreen Horizons, Inc., personally appeared before me this day and acknowledged the execution of the foregoing Declaration of Restrictive Covenants.

Witness my hand and official stamp this 13th day of April, 2017.


Notary Public for North Carolina

My commission expires: October 2, 2021

