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Prepared by and mail to: L. Robert Coxe, III, Attorney at Law, 825 Gum Branch Square II, Suite 107-108, Jacksonville, NC 28540

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made and entered into this the 29 day of September, 19 99, JOHN KOENIG, INC., party of the first part (hereinafter referred to as "Developer"), and PROSPECTIVE PURCHASERS of lots in Williamsburg Plantation, parties of the second part (hereinafter referred to as "Owners");

**WITNESSETH:**

WHEREAS, Developer is the owner of all of that tract of real property located in Jacksonville Township, Onslow County, North Carolina, and more particularly described on Exhibit "A" which is recorded in Deed Book 1374, Page 467, Onslow County Registry; and

WHEREAS, Developer proposes to sell and convey certain lots in different residential subdivisions within the Development Area, which subdivisions, will be shown on separate records and plats as developed, and which shall be used for residential purposes, and Developer desires to develop said subdivisions into a well planned community; and

WHEREAS, Developers, prior to selling and conveying the residential lots in Williamsburg Plantation, desire to impose upon such lots certain mutual and beneficial restrictions, covenants and conditions and charges (hereinafter collectively referred to as "Restrictions") for the benefit and complement of all of the residential lots in the Development Area in order to promote the best interests and protect the investment of Developer and Owners.

NOW THEREFOR, Developer hereby declares that all numbered lots shown on the plat entitled Section I, HYDE PARK OF WILLIAMSBURG PLANTATION, recorded in Book 38, at Page 130, in the office of the Register of Deeds of Onslow County, North Carolina, and any additional property within the Development Area, which may be subsequently, subjected to this Declaration, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to this Declaration and to the following Restrictions. This declaration and the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part of parts thereof subject to this Declaration.

**ARTICLE I**  
**DEFINITIONS**

As used herein,

A. "Articles" means the Articles of Incorporation of Williamsburg Plantation Homeowners Association.

B. "Corporation" means Williamsburg Plantation Homeowners Association, a North Carolina nonprofit corporation. The "Board of Directors" or "Board" shall be the elected body governing the Corporation and managing the affairs of the Corporation.

C. "Bylaws" means the Bylaws of Williamsburg Plantation Homeowners Association.

D. "Community Use Areas" means all real and personal property, together with those areas within dedicated portions of the Development Area and the Subdivisions, which may be deeded to or acquired by the Corporation for the common enjoyment of the members of the Corporation, including but not limited to the roads in the Subdivision and the "green areas", or as set out on various plots Subdivision.

E. "Common Expenses" means and includes actual and estimated expenses of maintaining and operating the common area and operating the Corporation for general purposes, including any reasonable reserve, all as may be found to be necessary and appropriate

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by the Board of Directors pursuant to this Declaration, the Bylaws and the Articles of Incorporation of the Corporation.

F. "Dedication" means the act of committing a portion of the Development Area or any Subdivision to the purposes of this Declaration.

G. "Developer" means John Koenig and Margarete Koenig, their successors or assigns or any legal entity acquiring ownership of portions of the Development Area heretofore not dedicated with the intent and for the purpose of further development.

H. "Development Area" shall mean that property described in Exhibit "A" attached hereto.

I. "Lot" means a separately numbered tract of land lying within the Subdivision or other dedicated portion of the Development Area and which, according to the plat of that portion recorded at the dedication thereof, may be conveyed by the Developer and owned in fee by the Grantee thereof, and held for such residential uses as are consistent with this Declaration and the Restrictions covering the area wherein the tract is located. No tract of land shall become a "Lot" as the word is used herein until the area on which the same is located is "dedicated" by the recording of a plat of said subdivision. The Owner of all of a numbered Lot may combine such numbered Lot, part or parts of another such numbered Lot and the aggregate shall be considered as one Lot for the purpose of these Restrictions.

J. "Subdivision", at this point in time means Hyde Park of Williamsburg Plantation and any future residential subdivision developed by Developer in any portion of the Development Area known as Williamsburg Plantation, which residential subdivision has been dedicated pursuant to this Declaration.

ARTICLE II  
APPLICABILITY

These Restrictions shall apply to all subdivided numbered Lots shown on the aforesaid plat of Section I, Hyde Park of Williamsburg Plantation, as recorded in Book 38, Page 130, Onslow County Registry and any additional plats or maps of subdivision of the Development Area, (hereafter referred to as "Lot" or Lots"), which Lots are for residential purposes only. These Restrictions shall not be applicable to any unnumbered lots or lands designated on the plat as a "Reserved" or other lands of Developer, and Developer is withholding these parcels from these Restrictions pursuant to its general scheme of development, the absence of Restrictions thereupon being intended to allow Developer maximum flexibility in the determination of the development of such parcels.

ARTICLE III

A. A corporation named Williamsburg Plantation Homeowners Association has been or will be formed pursuant to the rules and requirements of the Nonprofit Corporation Act (Chapter 55A) of the General Statutes of North Carolina as an association of the Owners of Lots. Its purposes are to own, manage, maintain, and operate the community Use Areas and facilities located upon the Community Use Areas; to enforce restrictions contained herein; and to make and enforce rules and regulations governing the Owners' use and occupation of Lots.

B. Each Owner of each Lot within a Subdivision shall be a member of the Corporation. The Declarant, by this Declaration, and the Owners of individual Lots by their acceptance of individual deeds thereto, covenant and agree with respect to the corporation:

1. That for so long as each is an Owner of a Lot within a Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Corporation;

2. That each shall be subject to the rules and regulations of the Corporation in regards to ownership of a Lot; and

3. That any unpaid assessment, whether general or special, levied by the Corporation in accordance with these Restrictions, the Articles or the Bylaws shall be a lien upon the Lot upon which such assessment was levied, and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due.

C. Each membership in the Corporation shall relate to and have unity of interest with an individual Lot which may not be separated from ownership of said Lot.

D. The Corporation shall have one class of members who shall be all Owners. Each member shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such Persons shall be members and, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot.

ARTICLE IV  
MANAGEMENT AND ADMINISTRATION

The Community Expenses of a Subdivision include:

A. All amounts expended by the Corporation in operating, administering, managing, repairing, replacing and improving the Community Use Areas of a Subdivision; all amounts expended by the Corporation in insuring the Community Use Areas in a Subdivision; all amounts expended by the Corporation in legal, engineering, or architectural fees; all similar fees which may be incurred by the Corporation from time to time in performing the functions delegated to the Corporation by these Restrictions; and all amounts expended in any form by the Corporation in enforcing these Restrictions, the Articles or the Bylaws.

B. All amounts expended by the Corporation in carrying out any duty or act within its discretion as may be required or allowed by these Restrictions, the Articles or the Bylaws.

C. All amounts declared to be Community Expenses in the Bylaws or in these Restrictions.

D. All taxes and special assessments which may be levied from time to time by any governmental authority upon the Community Use Areas in a Subdivision.

ARTICLE VI  
ANNUAL GENERAL ASSESSMENT

A. The Declarant for each Lot owned, hereby covenants and each Owner of any Lot by acceptance of a deed for same (whether or not it shall be so-expressed in such deed) is deemed to covenant and agrees to pay to the Corporation annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person 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 a successor in title to a Lot unless expressly assumed by them but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.

B. Until June 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment shall be One Hundred Twenty and No/100 (\$120.00) Dollars per Lot.

1. From and after June of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased each year not more than ten percent (10%) above the assessment for the previous year without any vote of the membership.

2. From and after June 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased by an amount greater than ten percent (10%) of the assessment for the previous year provided the

proposed increase is approved by a vote of two-thirds (2/3) of the members who are voting in person or by a proxy at a meeting duly called for this purpose.

3. The Board of Directors may fix the annual general assessment at an amount not in excess of the maximum.

4. Once the annual general assessment has been set, notice of the annual general assessment shall be given to all members. After the initial notice of the assessment, the assessment shall become due and payable as provided by the Board of Directors

C. Written notice of any meeting called for the purpose of taking any action authorized under Paragraph 2(B) shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

D. The annual general assessments levied by the Corporation shall be used exclusively to maintain the entrance and right of ways and to improve, maintain and repair the Community use Areas, to pay the expenses of the Corporation, to pay the cost of lighting the Community Use Areas, to pay the cost of any insurance the Corporation determines to purchase and to promote the recreation, health, safety and welfare of the members and to pay taxes levied upon the Community Use Areas.

E. The Corporation shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Corporation as to the status of Assessments on a Lot is binding upon the Corporation as of the date of its issuance.

F. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien therefor.

ARTICLE VII  
SPECIAL ASSESSMENTS

Special assessments may be levied against Lots for such reasons as are provided in these Restrictions, the Articles or the Bylaws and on such terms as provided by the Board of Directors or the members. Either the Board of Directors or the members may levy and impose special assessments upon a majority vote. The purposes for which special assessments may be levied include, but are not limited to, providing funds to pay Community Expenses which exceed the general assessment fund then on hand to pay same and providing a contingency fund for capital improvements and extraordinary expenses. Furthermore, special assessments may be assessed against specific Lots. In the event the Owner of a Lot fails to comply with the provisions of Article 12 hereof, the Corporation may perform such task or remedy such matter and levy the cost of such performance against the Owner of such Lot and such Lot as a special assessment.

ARTICLE VIII  
LIEN FOR ASSESSMENTS

Any general or special assessments, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs and reasonable attorneys fees shall constitute a lien against the Lot upon which such assessments is levied. The corporation may record notice of the same in the Office

of the Clerk of Superior Court of Onslow County or file a suit to collect such delinquent assessments and charges. The Corporation may file Notice of Lis Pendens, bring an action at law against the Owner personally obligated to pay the same and/or bring an action to foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein.

ARTICLE IX  
COMPLIANCE WITH THIS DECLARATION, THE ARTICLES  
AND THE BYLAWS OF THE CORPORATION

In the case of failure of a Lot Owner to comply with the terms and provisions contained in the Declaration, the Article or the Bylaws of the Corporation, the following relief shall be available:

A. The Corporation, an aggrieved Lot Owner or Owners within a Subdivision on behalf of the Corporation, or any Lot Owner on Behalf of all the Lot Owners within a Subdivision shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.

B. The Corporation shall have the right to remedy the violation and assess the costs of remedying same against the offending Lot Owner as a special assessment.

C. If the violation is the nonpayment of any general or special assessment, the Corporation shall have the right to suspend the offending Owner's voting rights and the use by such Owner, his agents, employees and invitees of the Community Use Areas in a Subdivision for any period during which an assessment against the Lot remains unpaid.

D. The remedies provided by this Article are cumulative, and are in addition to any other remedies provided by law.

E. The failure of the Corporation or any person to enforce any restriction contained in these Restrictions, the Articles or the Bylaws shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

Prior to availing itself or the relief specified herein, the Corporation shall follow the hearing procedures as set forth in the Bylaws.

ARTICLE X  
PROPERTY RIGHTS OF OWNER, CROSS-EASEMENTS, AND  
EXCEPTIONS AND RESERVATIONS BY DECLARANT

A. Every Owner of a Lot within a Subdivision, as an appurtenance to such Lot, shall have a perpetual easement over and upon the Community Use Areas within a Subdivision for each and every purpose or use to which such community Use Areas were intended as determined by their type, or for which such Community Use Areas generally are used. Such easements shall be appurtenant to and shall pass with the title to every Lot located within a Subdivision, whether or not specifically included in a deed thereto, subject to the following provisions:

1. The Corporation shall have the right to make reasonable rules and regulations respecting the use of same.

2. The Corporation shall have the right to suspend the voting rights of a Lot Owner and his right to use the Community Use Areas within a Subdivision for any period during which any due assessment against such Owner's Lot remains unpaid as is provided in Article 9 hereof, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

3. The Corporation shall have the right to charge reasonable admission and other fees for the use of any recreation facility situated upon the Community Use Areas.

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B. The Corporation hereinafter may grant easements for utility purposes for the benefit of a Subdivision and the Lots now or hereafter located thereon over, under, along and through the Community Use Areas. Provided, however, that no such grant of easement shall have a material adverse effect on the use, enjoyment or value of any Lot.

C. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Community Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

D. Developer shall have the right, at its election, without the consent of any owner or owners, to bring within the coverage and operation of these Restrictions additional properties within the Development Area as may be developed in the future. The addition to property authorized hereby shall be made by filing of record in the Office of the Register of Deeds of Onslow County, North Carolina, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or appropriate in the sole judgment of the Developer to reflect the different character, if any, of the added properties and as are not inconsistent with the plan, intent and spirit of this Declaration.

This Declaration, and all matters relating thereto shall be governed and construed and interpreted in accordance with the laws of North Carolina except to the extent that such laws may be preempted by any law, regulations or rule of the United States or any agency thereof.

Invalidation of any one or more of the provisions of this Declaration shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

IN WITNESS WHEREOF, John Koenig Inc., has executed this Declaration of Covenants, Conditions and Restrictions the day and year first above written.

JOHN KOENIG, INC

BY: [Signature]  
President

ATTEST:

[Signature]  
Asst. Secretary (Corporate Seal)

NORTH CAROLINA

ONSLOW COUNTY

I, a Notary Public of the County and State aforesaid, certify that Elizabeth M. Martin, personally came before me this day and acknowledged that she is Asst. Secretary of JOHN KOENIG, INC., a North

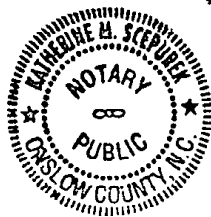
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Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal and attested by Elizabeth M. Martin as its Asst. Secretary.

Witness my hand and official stamp or seal this 5 day of October, 1999.

Katherine M. Scepurek  
Notary Public

My Commission Expires:  
10/20/2003



NORTH CAROLINA, ONSWLOW COUNTY  
The foregoing certificate(s) of Katherine M. Scepurek

Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office in Book 1582 Page 370 This 5th day of October 1999 A.D. at 5:50 P.M. of stock P. M. By Mitchell M. Thomas Register of Deeds, Onslow County