

BYLAWS OF
VAN'S TOWNHOUSES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

ASSOCIATION MEMBERS

Section 1. ANNUAL MEETING OF MEMBERS. The annual meeting of the Members of the Association shall be held at the principal office of the Association, at an hour to be fixed by the president, on the first Saturday in May of each year for the purpose of electing members of the Executive Board or directors and for the transaction of such other business as may be brought before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding Saturday.

Section 2. SUBSTITUTE ANNUAL MEETING. If the annual meeting shall not be held on the day designated in these Bylaws, a substitute annual meeting at the principal office of the Association may be called in accordance with the provisions of Section 3 of this Article I. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 3. SPECIAL MEETINGS OF MEMBERS. Special meetings of the members may be held in the principal office of the corporation, or elsewhere by consent of the members, whenever called in writing by the President or any member of the Executive Board of the corporation or by members representing two-thirds (2/3) of the membership entitled to vote.

Section 4. NOTICE OF MEETING. Written or printed notices stating the time and place of meeting shall be mailed or delivered by the Secretary to each member of record at the member's last known address.

The notice of each meeting shall be mailed or delivered by the Secretary not less than ten days and not more than fifty days prior to the date set for such meeting and as to special meetings, the Notice shall indicate the purpose or purposes thereof.

Section 5. QUORUM. At any meeting of the members, two-thirds ($2/3$) of the members entitled to vote, present in person or represented by proxy, shall constitute a quorum of the membership for all purposes.

If a quorum is not present, the meeting may be recessed from time to time by announcement from the chair at the time such meeting was set and such shall be sufficient notice of the time and place of the recessed meeting. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 6. ORGANIZATION. The President, or, in his absence, the Vice President, shall preside over all meetings of members and the Secretary of the Association shall act as Secretary at all meetings of the members; provided, however, in the Secretary's absence the President may appoint a Secretary for the meeting of the members.

Section 7. VOTING. Each member of the Association, as defined in the Articles of Incorporation of said Association, shall be entitled to one vote on each matter submitted to a vote at a meeting of members. However, the Developer, as defined in the Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions shall be entitled to one (1) vote for each lot owned by the Developer until all of said lots have been sold by the Developer.

A simple majority of the votes cast at a meeting of members at which a quorum is present shall be the act of the members on that matter, unless the vote of a greater number is required by law or by the charter or other Bylaws of this Association. Cumulative voting shall not be allowed.

Section 8. VOTING BY PROXY. The vote allocated to a member may be cast pursuant to a dated written proxy signed by the member. A member may not revoke a proxy except by written notice delivered to the person presiding over a meeting of the Association. A proxy terminates one year after its date, unless it specifies a shorter term.

ARTICLE II

EXECUTIVE BOARD

(Board of Directors)

Section 1. NUMBERS AND TERM OF OFFICE. The affairs of the Association shall be managed by a Board of Directors hereinafter referred to as an Executive Board of Three (3) members, which shall be entitled to act on behalf of the Association, in all

routine, day to day operation of the Association. Said Executive Board shall consist of the President, Vice President and Secretary/Treasurer of the Association.

The term of office for each Executive Board member shall be until the successors to such offices shall have been duly elected and qualified as hereinafter stated. Corporate members, may elect individual candidates to said offices as hereinafter provided, including the Declarant and Developer.

Section 2. COMPENSATION. No Executive Board member shall receive compensation for any service he may render to the Association. However, with the prior approval of the Executive Board, any Executive Board member may be reimbursed for actual expenses incurred in the performance of his duties.

Section 3. ACTION WITHOUT MEETING. The Executive Board shall have the right to take any action in the absence of a meeting which they could take at a duly held meeting by obtaining the written consent of all of the Executive Board members to the action. Any action so approved shall be filed in the corporate books and records and shall have the same effect as though taken at a meeting of the Executive Board. ~~Executed~~

Section 4. MEETINGS. Meetings of the Executive Board shall be held quarterly without notice, at such place and hour, as may be fixed from time to time by resolution of the Board. Special meetings of the Executive Board may be called by any member of the Executive Board after not less than five (5) days notice to each Executive Board member.

Section 5. QUORUM. A majority of the Executive Board members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Executive Board members present at a duly held meeting shall be regarded as the act of the Board.

Section 6. POWERS AND AUTHORITY OF THE EXECUTIVE BOARD. Subject to the provisions contained herein and applicable law, the Executive Board shall have the power and authority to exercise all of the rights and powers of the Association, including, but not limited to, the following powers:

(a) To adopt rules and regulations governing the use of the common area and facilities, the personal conduct of the members and their guests thereon, and establish penalties for the infraction thereof;

(b) To suspend the voting rights and right of use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association; and to suspend such rights, after notice and hearing, for infraction of published rules and regulations for a period of at least 60 days;

(c) To declare the office of a member of the Executive Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Executive Board;

(d) To employ a manager, an independent contractor, or other employees as is deemed necessary, and prescribed their duties; provided, that any contract for professional management

must contain a clause requiring not more than 90 days termination notice;

(e) To procure, maintain, and pay premiums on, insurance policy(s) and equitably assess the members for their pro rata portion of such expense;

(f) To impose and receive any payments, fees, or charges for the use, rental, or operation of the common areas or elements other than for service provided to members;

(g) To exercise all other powers that may be exercised in this state by legal entities of the same type as the Association;

(h) To exercise any other powers necessary and proper for the governance and operation of the Association; and

(i) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of North Carolina by law may now or hereafter have or exercise.

Section 7. DUTIES OF THE EXECUTIVE BOARD. It shall be the duty of the Executive Board to do the following:

(a) To cause the common elements to be maintained, repaired, and replaced as necessary, and to assess the members to recover the cost of the upkeep of the common elements;

(b) To keep a complete record of all its acts and corporate affairs and present a statement thereof to the members at the annual meeting, or at any special meeting when such statement is requested in writing by two-thirds (2/3) of the members;

(c) To supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(d) To fix the amount of the annual assessment at least three (3) months in advance of each annual assessment period based on the projected budget for the annual assessment period and pursuant to the provisions set forth in the Declaration of Covenants, Conditions and Restrictions;

(e) To send written notice of each assessment to every member at least thirty (30) days in advance of the due date for each annual assessment;

(f) To foreclose any unpaid assessments and liens resulting therefrom against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the member personally obligated to pay the same;

(g) To issue, or have issued, for a reasonable charge, a certificate setting forth whether or not any assessment has been paid; provided, however, that if a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment as to all parties except the member and lot owner as of the date of the assessment;

(h) To procure and maintain, at all times, adequate hazard insurance on the property owned by the Association and all property for which the Association has the duty to maintain, and sufficient liability insurance to adequately protect the Association as provided in the Declaration of Covenants, Conditions and Restrictions; and

(i) To cause all officers or employees, including officers and employees of professional management, having fiscal responsibilities to be bonded, as it may deem appropriate.

(j) To enforce the Declaration of Covenants, Conditions and Restrictions for Van's Townhouses Homeowners' Association, Inc..

ARTICLE III

OFFICERS

Section 1. OFFICERS. The Executive officers of this Association shall be a President, Vice President, and Secretary/Treasurer.

Section 2. ELECTION OF OFFICERS. Each office shall be elected from member-candidates nominated from the floor at the annual meeting of the Association. Election shall be by secret written ballot and by a majority of the votes entitled to be cast at such meeting provided that a quorum is present. Corporate members, including the Declarant and Developer, may elect individual candidates to said offices. Cumulative voting shall not be allowed. Each officer elected shall serve until the next annual election or until his successor shall have been elected and qualified.

Section 3. POWERS AND DUTIES OF THE EXECUTIVE OFFICERS.

(a) The President shall preside at all meetings of the Executive Board; he shall see that orders and resolutions of the Executive Board are carried out; he shall sign all leases, mortgages, deeds and other written instruments; and he shall co-sign all checks and promissory notes.

(b) The Vice President shall act in the place of the President in the event of his absence, or his inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Executive Board.

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Executive Board and of the members; keep the associate seal and affix it on all papers requiring said seal; serve notice of meetings of the Executive Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; prepare, execute, certify, and record amendments to the Declaration of Covenants, Conditions and Restrictions on behalf of the Association; and perform such other duties as required by the Executive Board.

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the Executive Board; sign all checks and promissory notes (such checks and promissory notes to be co-signed by the president) of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, with a copy to each member.

(e) The Secretary and Treasurer shall be one and the same person.

Section 4. ACTION WITHOUT MEETING. The Officers shall have the right to take any action in the absence of a meeting which they could take at a duly held meeting by obtaining the written consent of all of the Officer members to the action. Any action so approved shall be filed in the corporate books and records and shall have the same effect as though taken at a meeting of the officers.

ARTICLE IV

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or a mortgagee of any member. The Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

ARTICLE V

FORMS OF PROXY AND WAIVER

Section 1. FORMS OF PROXY. The following form of proxy shall be deemed sufficient, but any other form may be used which is sufficient in law;

Van's Townhouses Homeowners' Association, Inc.

Know all men by these presents that the undersigned member of Van's Townhouses Homeowners' Association, Inc. hereby constitutes and appoints _____ the attorney and proxy of the undersigned to annual and special meeting of he members of Van's Townhouses Homeowners' Association, Inc., at which I am

not present, until the secretary of the Association receives from me a letter revoking this proxy and for and on behalf of the undersigned to vote as the undersigned would be entitled to vote if personally present, hereby ratifying and confirming all that said attorney and proxy shall do in the premises, and giving and granting unto said attorney and proxy full power of substitution and revocation.

Dated: _____, 1988.

Member

Witness:

Section 2. FORM OF WAIVER OF NOTICE. The following form of waiver of notice shall be deemed sufficient, but any other form may be used which is sufficient in law:

Van's Townhouses Homeowners' Association, Inc.

We the undersigned (Executive Board or Association Members) of Van's Townhouses Homeowners' Association, Inc. do hereby severally waive notice of the time, place, and purpose of (the annual or a special) meeting of the (Executive Board or Association members) of the said association, and consent that same be held at _____ on the _____ day of _____, 1988 at _____ o'clock ____ M., and we do further consent to the transaction of any and all business of any nature that may come before the meeting.

Dated this _____ day of _____, 1988.

ARTICLE VI
GENERAL PROVISIONS

Section 1. AMENDMENTS. Except as otherwise provided herein or in the Declaration of Covenants, Conditions and Restrictions, these Bylaws may be amended or repealed and new bylaws may be adopted by the affirmative vote of a majority of the Executive Board then holding office at any regular or special meeting of the Executive Board, or at a regular or special meeting of the members at which a quorum is present, by a simple majority vote of the total votes entitled to be cast at such meeting.

Section 2. CORPORATE SEAL. A seal with the words "VAN'S TOWNHOUSES HOMEOWNERS' ASSOCIATION, INC." on the outer circle and the date "1988" within the circle, shall be the common corporate seal of the Association and shall be in the custody of the secretary.

CERTIFICATION

I, the undersigned, do hereby certify: That I am the duly elected and acting Secretary of VAN'S TOWNHOUSES HOMEOWNERS' ASSOCIATION, INC., a North Carolina corporation; and

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by the Executive Board thereof, held on the 27th day of July, 1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 27th day of July, 1988.


Secretary

ARTICLES OF INCORPORATION
OF

VAN'S TOWNHOUSES HOMEOWNERS' ASSOCIATION, INC.

I, the undersigned, being a natural person of full age, do make and acknowledge these Articles of Incorporation for the purpose of creating a nonprofit corporation under the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Nonprofit Corporation Act," and the several amendments thereto, and I do hereby set forth:

ARTICLE I

The name of the corporation is VAN'S TOWNHOUSES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE II

The purposes for which this corporation is organized are:

(a) To maintain the driveway and parking areas and common services of every kind and nature required or desired within the residential townhouse development known as Van's Townhouses, Kill Devil Hills, North Carolina.

(b) To enforce any and all covenants, restrictions and agreements applicable to the common areas in the development and particularly the Declaration of Easements and Restrictions that is recorded in Book 572 at Page 57 in the Office of the Dare County Register of Deeds, as well as any restrictions or easements which may hereafter be recorded in the Dare Registry;

(c) To have any and all powers, rights and privileges which a non-profit corporation organized under the laws of North Carolina as contained in Chapter 55A of the General Statutes of North Carolina, by law may now or hereafter exercise.

ARTICLE III

The corporation shall have members, as provided in the by-laws.

ARTICLE IV

Except for the initial Board of Directors whose names are set forth in these Articles of Incorporation, the Board of

Directors shall be elected or appointed as provided in the by-laws.

ARTICLE V

The address of the initial registered office of the corporation is 9 Mile Post, Highway 158 Bypass, Kill Devil Hills, Dare County, North Carolina 27948, and the name of the initial registered agent at such address is Evangelos Alexopoulos.

ARTICLE VI

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the persons who are to serve as directors until the first meeting of the corporation or until their successors are elected and qualified are:

<u>NAME</u>	<u>ADDRESS:</u>
Evangelos Alexopoulos	9 Mile Post, Highway 158 Bypass Kill Devil Hills, NC 27948
Nerantzia Vlahos	P. O. Box 187 Kill Devil Hills, NC 27948
Linda B. Lee	P. O. Box 2949 Kill Devil Hills, NC 27948

ARTICLE VII

The corporation shall have all the powers granted corporations under the laws of the State of North Carolina. However, notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in the subsection of Section 501 (c) of the Internal Revenue Code of 1954 under which the corporation chooses to qualify for exemption, as the same now exists, or as it may be amended from time to time.

ARTICLE VIII

In the event of the dissolution of the Association, no member shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the Association from any source, after the payment of all debts and obligations of the Association, shall be used or distributed exclusively for the purposes

within the intendment of Section 501 (c) of the Internal Revenue Code as the same now exists or as it may be amended from time to time.

ARTICLE IX

The name and address of the incorporator is:

NAME	ADDRESS
Evangelos Alexopoulos	9 Mile Post, Highway 158 Bypass Dare County Kill Devil Hills, NC 27948

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 5th day of July, 1988.

Evangelos Alexopoulos (SEAL)
Evangelos Alexopoulos

NORTH CAROLINA

COUNTY OF PERQUIMANS

I, a Notary Public, of the County and State aforesaid, certify that Evangelos Alexopoulos personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this the 5th day of July, 1988.

Mary Ann Long
Notary Public

(NOTARY SEAL)

My commission expires: 11-27-92

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NORTH CAROLINA

DARE COUNTY

Prepared by: J. Fred Riley, Attorney at Law

DORRIS A. FRY
REGISTER OF DEEDS
DARE COUNTY, N.C.DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS and RESTRICTIONS

WHEREAS, EVANGELOS ALEXOPOULOS and wife, ASPASIA ALEXOPOULOS, (hereinafter referred to as "The Developer") are the holders of the legal title to all of the parcels of real estate hereinafter described, located in Atlantic Township, Dare County, North Carolina; and

WHEREAS, certain of the said parcels of real estate as hereinafter more particularly described are intended as dwelling sites, said parcels so intended being hereinafter referred to as "dwelling parcels" upon which The Developer intends to erect so-called "townhouses", each townhouse being a single family private residence erected on a separate dwelling parcel. Said townhouses are to be constructed in groups, such that each group shall constitute a more or less continuous structure with party walls straddling the boundaries between the dwelling parcels, all as depicted on the plat attached hereto and made a part hereof and identified as "Exhibit 1" hereof; and

WHEREAS, certain of said parcels of real estate, as more particularly described hereafter, are intended as parking sites and driveways, opening on the public streets known as Martin Street and Wrightsville Avenue, said parking sites and driveways (hereinafter sometimes referred to as "Common Areas") to be utilized for the benefit and convenience of the owners of said dwelling parcels, it being the present intention of The Developer to convey title to said parcels of real estate upon which is situated said parking sites and driveways, to Van's Townhouses Homeowners' Association, Inc. (hereinafter referred to as "Property Owners Association"), composed of the owners of the dwelling

parcels known as Van's Townhouses and Van's Townhouses 11, and

WHEREAS, said parcels of real estate are identified and
described as follows:

DWELLING PARCELS:

Those certain parcels identified as Unit Numbers 1-10, inclusive, with address of 1206 S. Wrightsville Avenue, Kill Devil Hills, NC, as shown on Plat entitled in part, "Survey of Van's Townhouses II," prepared by Quible and Associates, P. C., under date of 9-30-80, revised 10-4-88.

COMMON AREAS:

Beginning at a point situated on the Western right of way line of Wrightsville Avenue at the Southeast corner of the property known as "Van's Townhouses" as shown in Plat Cabinet C, Slide 48E in the Dare County Registry, and running thence from said point of beginning South 50 deg. 50 min. West 47.26 feet to a point, cornering; thence South 39 deg. 10 min. East 41 feet to a point, cornering; thence South 50 deg. 50 min. West 94.8 feet to a point, thence South 51 deg. 28 min. 38 sec. West 14.52 feet to a point, cornering; thence South 39 deg. 10 min. East 24 feet, to a point, cornering; thence North 50 deg. 50 min. East 90 feet to a point, cornering; thence South 39 deg. 10 min. East 41 feet to a point, cornering; thence North 50 deg. 50 min. East 28.43 feet to an iron pipe at the Western right of way line of Wrightsville Avenue; thence along the Western right of way line of Wrightsville Avenue North 19 deg. 21 min. 00 sec. West 112.50 feet to the point of beginning.

AND WHEREAS, The Developer intends to sell and will sell, convey, and mortgage some or all of the parcels so improved, and desires and intends that the several purchasers, owners, mortgagees thereof, and all persons acquiring any interest therein now or hereafter shall at all times enjoy the benefits of and shall hold their said individual parcels subject to the rights, easements, burdens, uses and privileges hereinafter set forth.

NOW, THEREFORE, The Developer does hereby declare that the following rights, easements, covenants, burdens, uses, and privileges shall and do exist at all times hereafter among the several owners, purchasers or mortgagees of the said parcels of real estate in this instrument described, in the manner and to the extent herein set forth, and that the Declarations contained herein shall be binding upon and inure to the benefit of each and every such parcel in this instrument described:

1. All dividing walls which straddle portions of the boundary lines between dwelling parcels and all walls which serve two or more townhouses shall at all times be considered party walls. The cost of maintenance, repair or replacement of said party walls shall be borne equally by the owners of the townhouses served thereby.

2. The owner or owners of each townhouse shall be

responsible for the maintenance, repair or replacement of that portion of the common roof and gutter system, if any, as is located or installed upon or attached to each townhouse.

3. Easements for ingress, and egress and for the installation, use, maintenance, repair and replacement of public utilities including sewer, gas, electricity, telephone and water lines for the use of the dwelling parcels herein designated and described are hereby created over, under and across the following described real estate:

The area constituting the driveway and parking areas, hereinabove described as "Common Areas".

Said easements shall be used in common by the present and future owners, occupants and mortgagees of, and all persons now or hereafter acquiring any interest in the respective parcels hereinbefore described.

4. Any and all other facilities of any kind presently existing or hereafter installed or designed for the common use of any two or more dwelling parcels, shall be perpetually used in common by such dwelling parcel owners or occupants.

5. Other than the structures contemplated and intended to be erected or constructed upon the said several dwelling or parking parcels herein described and designated, or identical structures erected in replacement thereof, no exterior structures, entrances or additions or additional buildings or additional fences shall be built upon any portion of the hereinabove described parcels. All outside painting and decorating of said several dwelling parcels shall conform in scheme and quality to the outside painting and decorating of all other dwelling parcels.

6. All easements herein described are easements appurtenant, running with the land, and they shall at all times inure to the benefit of and be binding on the undersigned, their grantees and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect.

7. For the purpose of maintaining the driveway and parking parcels and common services of every kind and nature required or desired within the premises for the general use and benefit of all townhouse owners, each and every dwelling parcel owner, in accepting a deed or contract for any dwelling parcel in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Property Owners Association. Membership in the association shall be appurtenant to and may not be separated from ownership of a dwelling parcel. Each owner of a dwelling parcel shall be entitled to one vote for each dwelling parcel owned. When any dwelling parcel is owned as a tenancy in common, or as a tenancy by the entirety, or any other form of multiple ownership, said tenants or owners shall determine between or among themselves how the vote to which they are entitled shall be cast. In addition to such assessments as shall be required by the Property Owners Association, each parcel owner shall be required to pay the sum of \$22.00 per month per parcel to the Developer, representing said parcel owner's pro rata share of the sewer and waste water treatment charges imposed by Outer Banks Beach Club, Inc. pursuant to agreement with Developer dated January 15, 1988. In the event such charges are increased or reduced pursuant to the terms of said agreement, each parcel owner shall be required to pay his pro rata share of such increase, or shall be entitled to a pro rata reduction of such decrease.

8. Until the Declarant has sold all of the dwelling

parcels in the development, neither the association, nor any of the individual owners, nor their respective uses of the Common Areas, shall interfere with the completion of contemplated improvements and the sale of other dwelling parcels. The Declarant may make use of the unsold dwelling parcels and Common Areas as may facilitate completion of the construction thereof and sale, including, but not limited to, maintaining a sales office, maintaining model dwellings, showing the property, and displaying advertising signs. Any action or vote of the association which attempts to restrict or inhibit the rights of the Declarant as stated herein shall be void and of no effect.

9. The Declarant may retain the legal title to the Common Areas until such time as he has completed improvements thereon and until such time as, in the opinion of the Declarant, the association shall be able to maintain the same. Notwithstanding any provision herein, the Declarant hereby covenants for himself, his heirs, successors and assigns, that he shall convey the common areas to the association, free and clear of all encumbrances and liens, except those created by or made pursuant to this declaration, when Declarant has sold the last dwelling parcel or by three (3) years after date of this declaration, whichever first occurs. However, Declarant may, in his sole discretion, convey the common areas or any portion thereof at any time prior to the above times.

10. The association shall be entitled to make reasonable rules and regulations as it may elect with respect to the parking of vehicles. No campers, trailers, motorcycles, recreational vehicles, off-the-road vehicles, or similar vehicles may be parked, stored or kept on a dwelling parcel or within the parking area except as may be provided by such reasonable rules and regulations of the association. No commercial vehicles will be allowed to be parked overnight on any dwelling parcel or in the common areas.

11. All dwelling parcels shall be used for residential purposes only. Except to the extent that Declarant may maintain sales offices, models or construction offices on one or more lots or dwelling parcels until all dwelling parcels in the properties have been sold, no commercial or other use shall be permitted except residential use.

12. No noxious or offensive activity shall be conducted on any lot or in any dwelling, and nothing shall be done thereof or therein which may be or may become an annoyance or nuisance to the neighborhood.

13. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purposes and provided that no such pet is allowed to run at large.

14. In the event of a violation or breach of restrictions contained herein by any Owner of a dwelling parcel, or agent of such Owner, the Owners of other dwelling parcels or any one of them, jointly or severally, shall have the right to proceed in a legal action to compel compliance with the terms of these restrictions and any reasonable Rules and Regulations made pursuant to these Restrictions. In addition to the foregoing, the Declarant or the Association, or both, shall have the right to proceed in a legal action to compel compliance with the terms hereof or to prevent the violation or breach of these Restrictions or the Rules and Regulations made pursuant thereto. In addition, the Declarant or the Association, or both, shall have the right, whenever there exists a condition in violation of these Restrictions

and the Rules and Regulations adopted pursuant thereto, to enter upon such property where the violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation the Owner has not corrected said violation. Any person entitled to file a legal action for the violation of these Restrictions and the Rules and Regulations adopted pursuant thereto shall be entitled to recover reasonable attorney's fees as permitted by law as a part of such action. Any entry and abatement or removal of a violating condition shall not be deemed a trespass or other tort. The failure to enforce any rights, reservations, or Restrictions contained in this Declaration or in the Rules and Regulations adopted pursuant thereto, however long continued, shall not be deemed a waiver of the right to enforce these covenants or abate a violating condition.

15. The Common Elements and Areas shall be, and they are hereby declared to be subject to a perpetual non-exclusive easement created hereby in favor of all of the Owners for their use and for the use of their families, guests, invitees, and licensees, and for all proper and normal purposes, for ingress and egress to and from the several dwelling parcels, and for the furnishing of services and facilities for which the same are reasonably intended. In addition, this easement shall run in favor of the Declarant and the Association. This easement may be used for ingress and egress for the providing of electric power, telephone, television, sewer, security, water, lighting and other utility services and facilities. Said easement may be used for construction, operation and maintenance of all utility lines, pipes, treatment and other facilities associated therewith. The Declarant, for itself, its successors and assigns, and the Association herein described, reserves the right to impose upon the Common Areas henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary and proper for, the Owners.

16. Upon taking title to a dwelling parcel, the Owner shall have in effect, a fully paid fire and extended coverage insurance policy for Homeowners' Insurance upon the residential dwelling unit thereon, and the Owner shall furnish evidence of the insurance as well as the payment of the premium to the Association within ten (10) days of the title transfer date. Said insurance shall be in the amount of the highest percent of the insurable replacement cost of the residential unit which can be reasonably obtained, and said insurance (or its substitute therefor) shall be maintained in force for so long as said dwelling parcel is owned.

Aug. 24. 2009 4:11PM R FREEDOM HOUSE in the respective deeds of cNo. 6434.ncP. 11r
in any mortgage or deed of trust or other evidence of
obligations, to the easements and covenants herein described
shall be sufficient to create and reserve such easements and
covenants to the respective grantees, mortgagees or trustees
of said parcels as fully and completely as though said
easements and covenants were fully recited and set forth in
their entirety in such documents.

18. The covenants and restrictions of this Declaration
shall run with and bind the land for a term of twenty (20)
years from the date this Declaration is recorded after which
time they shall be automatically extended for successive
periods of ten (10) years unless modified by a majority vote
of the Owners entitled to vote. This Declaration may be
amended during the first twenty (20) year period by an
instrument signed by a simple majority of the Association
Members, unless a higher percentage is expressly specified
elsewhere herein or in the Bylaws of the Association. Any

amendment must be properly recorded in the Dare County Registry before becoming effective.

19. Whenever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

20. This instrument shall be construed under and in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set his hand and seal this the 18 day of October, 1988.

Evangelos Alexopoulos (SEAL)
Evangelos Alexopoulos

Aspasia Alexopoulos (SEAL)
Aspasia Alexopoulos

NORTH CAROLINA

COUNTY OF PASQUETANK

I, a Notary Public, of the County and State aforesaid, certify that Evangelos Alexopoulos and wife, Aspasia Alexopoulos personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and seal this the 18th day of Oct., 1988.

[Signature]
Notary Public

(NOTARY SEAL)

My commission expires: 2-20-89

Aug. 24. 2009 4:11PM FREEDOM HOUSE

No. 6434 P. 13

NORTH CAROLINA
COUNTY OF DARE

The foregoing certificates of J. D. S. P. 1/84
a Notary Public of Roanoke Co., NC and
_____ a Notary Public of _____
are certified to be correct. This
instrument and this certificate are duly registered at the date and time in the Book and Page
shown on the first page hereof.

DORRIS A. FRY, REGISTER OF DEEDS

By Norma Jean Wade Assistant Register of Deeds