

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
BARNES BLUFF SUBDIVISION

FILED FOR REGISTRATION
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This Declaration was made the 23RD day of SEPTEMBER, 1998,
by BARNES BLUFF ASSOCIATES, L.L.C., a North Carolina Limited
Liability Company, hereinafter referred to as "Developer";

W I T N E S S E T H :

Whereas, Developer is the owner of certain real property in Brunswick County, North Carolina, known as Barnes Bluff Subdivision, which is shown on certain maps thereof recorded in the Office of the Register of Deeds of Brunswick County, North Carolina, in Map Cabinet 20 Pages 77 and 78, and Map Cabinet 20 Page 277 to which maps reference is hereby made for a more particular description (the "Subdivision").

Now, therefore, Developer hereby declares that the Subdivision described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

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Section 1. Additional Property shall mean and refer to any lands which may be hereafter be annexed to and made a part of Barnes Bluff subdivision by the Developer, pursuant to Article X hereof.

Section 2. Association shall mean and refer to Barnes Bluff HOA, Inc., a North Carolina non-profit corporation now or soon to be formed, its successors and assigns.

Section 3. Assessments shall mean the Assessments defined in Article VII hereof.

Section 4. Board of Directors or Board shall mean the board of directors of the Association.

Section 5. By-Laws shall mean the by-laws of the Association, as the same may be amended from time to time.

Section 6. Common Area shall mean and refer to that part of the Common Property designated by the Association from time to time for use by the Members and such other persons as the Association may from time to time permit.

Section 7. Common Property shall mean and refer to all real estate and interests in real estate owned by the Association, and any recreational facilities, pools, tennis courts, or other improvements constructed on or under such real estate or interests in real estate.

Section 8. Developer shall mean and refer to Barnes Bluff Associates, L.L.C., its successors and assigns.

Section 9. Declaration shall mean this instrument as it may be from time to time amended or supplemented.

Section 10. Lot(s) shall mean and refer to any numbered lot shown upon the map(s) of the Subdivision recorded in Map Cabinet 20 Pages 77 and 78 and Map Cabinet 20 Page 277, of the

REC Patricia Mulligan
TOTAL 2829
RECORDED 2830 AM
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Brunswick County Registry and any numbered lot shown on any map or maps of any Additional Property recorded in said Registry.

Section 11. Member(s) shall mean and refer to the Member(s) of the Association.

Section 12. Membership shall mean and refer to the rights, privileges, benefits, duties and obligations, which shall inure to the benefit of and burden each Member of the Association.

Section 13. Owner(s) is defined in the articles of incorporation of the Association, to-wit: all persons owning a freehold estate in one or more Lots, either alone or with other(s). "Persons" and its singular, include all entities capable of owning a freehold estate in land. Owner(s) does not include persons who do not own a freehold estate in a Lot, including, but not limited to, persons holding or owning interests as security for repayment of indebtedness.

Section 14. Subdivision shall mean Barnes Bluff Subdivision, as shown on the maps above referenced recorded in their Brunswick County Registry and any Additional Property.

ARTICLE II.

COMMON PROPERTY

Section 1. Property Rights. The use, occupation, and possession of the Common Property shall be in accordance with rules and regulations adopted by the Association, as the same may be amended from time to time. No Owner shall have any right or easement to use, occupy, or possess any part of the Common Property, except pursuant to such rules and regulations.

Section 2. Management and Control. The Common Property shall be managed and controlled exclusively by the Association. All maintenance, repairs, modifications, or replacement of any part of the Common Property shall be performed only by the Association, or its designee, except that an Owner may landscape and maintain easements owned by others on his Lot as permitted by rules and regulations adopted by the Association from time to time, and the Board may permit the Developer or its agents to maintain and operate a sales office in or on any part of the Common Property, for and at such time or times as the Board may deem appropriate.

ARTICLE III.

EASEMENTS; STREET LIGHTING; ACCESS TO LOTS

Section 1. Easements. Perpetual, alienable easements for the installation and maintenance of drainage facilities and underground utilities (including, but not limited to, water, telephone, electric, and sewer lines and facilities) are reserved to the Developer, its successors and assigns, in, under, and over the Subdivision and the Common Property, which shall be easements appurtenant, running with the land. Said easements shall inure to the benefit of the Developer, its successors and assigns.

Section 2. Street Lighting. The Developer reserves unto itself, its successors and assigns, the right to subject the Subdivision and the Common Property to a contract with Carolina Power and Light Company for the installation of street lighting, which contract may require a continuing monthly payment to Carolina Power and Light Company by each resident customer for street lighting service.

Section 3. Access to Lots. The Association shall have the right to go onto any Lot at reasonable times for the purpose of maintaining, repairing and replacing any drainage facilities and

underground utilities located on such Lot; and a right of entry and easement is hereby reserved and granted to the Association for such purposes. The Association shall repair and restore any landscaping disturbed by such activities as required by rules and regulations adopted by the Association from time to time.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

Membership in the Association, and the voting rights of the Members, shall be as set forth in the Articles of Incorporation of the Association and the By-Laws.

ARTICLE V.

MANAGEMENT AND CONTROL

1. The Association shall be managed and controlled by the Board in accordance with the Articles of Incorporation of the Association and the By-Laws.

2. Until such time as ninety percent (90%) of the Lots in the Subdivision, and ninety percent (90%) of the lots in each tract of Additional Property added to the Subdivision, have been sold and conveyed by the Developer, but in any event no longer than December 31, 2015, the Developer shall have the right to appoint all of the persons who shall serve as members of each Board of Directors of the Association.

ARTICLE VI.

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed for the Owner's Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association Annual and Special Assessments (collectively the "Assessments").

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

Section 2. Purpose of Assessments. The Assessments levied by the Association may be used for any or all of the following purposes--operation, maintenance and improvement of the Common Property and any drainage or utility easements within the Subdivision; landscaping and/or fencing of easements reserved over Lots; enforcing this Declaration; paying taxes and any insurance premiums on or for the Common Property and any drainage or utility easements within the Subdivision, legal and accounting fees and governmental charges; establishing working capital; and in addition, doing any other things necessary or desirable to further the above purposes, as set forth in the budget or amended budget adopted by the Board.

Section 3. Annual Assessments. Annual Assessments shall be in an amount to be fixed from year to year by the Board which may establish different rates from year to year as it may deem necessary for the purposes set forth in Section 2 above. The amount of the Annual Assessment against each Lot for any given year shall be fixed prior to January 1 of such year; provided, however,

that the first Annual Assessment shall be set prior to the conveyance of the first Lot to an Owner and written notice to the Owners to be subjected thereto shall be delivered to the Owners at or prior to the closing of their Lots. Written notice of each Annual Assessment thereafter shall be sent to every Owner subject thereto. The due date shall be established by the Board and the Board shall have the authority to allow the assessments to be paid in pro rata installments. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Annual Assessment may be increased each year not more than five percent (5%) above the Annual Assessment for the previous year without a vote of the Members.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Annual Assessment may be increased above five percent (5%) only by a vote of the Owners of two-thirds (2/3rds) of the Lots, voting in person or by proxy at a meeting duly called for such purpose.

C. The Board may increase the amount of the Annual Assessment to Four Hundred Fifty Dollars (\$450.00) per Lot notwithstanding the provisions of subparagraphs A and B above, and thereafter the limitations set forth in said subsections shall apply to an annual increase.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year equally against the Lots, a Special Assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property or any drainage or utility easement in the Subdivision, whether owned by the Association or not, including fixtures and personal property related thereto, provided that any such assessment shall be approved by vote of the Owners of two-thirds (2/3rds) of the Lots voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum For Any Action Required to be Approved by the Members Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action by the Members authorized under Section 3 and 4 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 Owners or of proxies entitled to cast the votes for sixty percent (60%) of all of the Lots shall constitute a quorum. If a quorum is not present at such meeting, the meeting may be adjourned for lack of a quorum, until a date specified in the motion to adjourn for lack of a quorum, on which date a second meeting shall be held. The required quorum at such second meeting shall be one-half (1/2) of the required quorum at the first meeting. No such second meeting shall be held more than sixty (60) days following the first meeting.

Section 6. Uniform Rate of Assessment. The Assessments must be fixed at the same amount for each Lot and may be collected on a monthly basis. Provided, however, in the event that maintenance, repair or replacement of any part of the Common Property is caused through the willful, or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance, replacement, or repairs, shall be added to and become a part of the Assessment to which such Owner's Lot is subject.

Section 7. Commencement of Assessments. Assessments for each Lot shall commence upon the date of acceptance by an Owner of a deed from the Developer. If such date assessments commence is not on January 1, the assessment for the Lot for such first year shall prorated. The Developer shall not be required to pay Assessments.

Section 8. Effect of Nonpayment of Assessments And Remedies Of The Association. Any Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date of the highest rate allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Property or abandonment of his Lot. All unpaid installment payments of Assessments shall become immediately due and payable if an Owner fails to pay any installment within the time permitted.

Section 9. Subordination Of The Lien To Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure 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 thereof.

ARTICLE VII.

ARCHITECTURAL CONTROL/CONSTRUCTION

Section 1. Developer's Rights. All rights, duties and responsibilities conferred by this Article shall be exercised and performed by the Developer or its designee, so long as the Developer owns any Lot within the Subdivision. When the Developer no longer owns any Lot within the Subdivision, all such rights, duties and responsibilities shall be exercised and performed by the Association, which may delegate the same to an Architectural Control Committee appointed by the Board.

Section 2. Building and Site Improvements. No structure (including but not limited to dwellings, walls, fences, garages, and outbuildings) shall be commenced, erected, placed, or maintained upon any Lot, nor shall any exterior addition to or change in or alteration therein (including painting or repainting of exterior surfaces) be made until the plans and specifications showing the nature, kind, shape, heights, materials, colors and location of the same shall have been submitted in writing and approved in writing as to harmony of external design and location in relation to surrounding structures and topography. If such written plans and specifications are not approved or disapproved in writing within thirty (30) days after the same have been submitted, approval under this Article will not be required and this Article will be deemed to have been fully complied with. Approval or disapproval of any such plans, location or specifications may be based upon any ground, including purely aesthetic and environmental considerations, that may in the sole and uncontrolled discretion of the Developer, the Association, or Architectural Control Committee, as the case may be, be deemed sufficient. One copy of all such plans, specifications, and related data shall be furnished to the Developer, the Association, or Architectural Control Committee, as the case may be, to retain for its records. Neither the Developer, the Association, nor the Architectural Control Committee shall be responsible for any structural or other defects in plans and specifications submitted to it or any structure erected according to such plans and specifications.

Section 3. Approval of Plans. No house plans will be approved unless the proposed house shall have a minimum of Two Thousand Two Hundred (2200) square feet of enclosed, heated dwelling area for Lots 1 through 20, inclusive, and a minimum of Two Thousand Five Hundred (2500) square feet of enclosed, heated dwelling area for Lots 21 through 32, inclusive. The term "enclosed, heated dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling which is heated by a common heating system; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas.

Section 4. Setbacks. Since the establishment of inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines shall be established by this Declaration. In order to assure, however, that the foregoing considerations are given maximum effect, the site and location of any house or dwelling or other structure upon any lot shall be controlled by and must be approved absolutely by the Developer, the Association, or the Architectural Control Committee, as the case may be; provided, however, that no dwelling shall be constructed closer than ten (10) feet to an adjoining property line.

Section 5. Completion. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder, due to strikes, fires, national emergency or natural emergency or natural calamities.

Section 6. Single Family Residences. No structure shall be erected, altered, placed or permitted to remain on any Lot, except one single family dwelling not to exceed two and a half stories in height, unless the Developer, the Association, or the Architectural Control Committee, as the case may be, approves in writing a structure of more than two and one-half stories, and one or more small accessory buildings (which may include a detached private garage, or guest facilities) provided the use of such dwelling or accessory building does not in the opinion of the Developer, the Association, or Architectural Control Committee overcrowd the site, and provided further, that such buildings are not used for any activity normally conducted as a business.

Section 7. Utility Services, Mail Boxes, Fences, Etc. All utility service lines and facilities, fuel tanks, clothes lines and wood piles are to be enclosed within a wall or plant screen of a type and size approved by the Developer, the Association or the Architectural Control Committee, so as to preclude the same from causing an unsightly view from any street within the subdivision, or from any other residence within the subdivision. All mail and newspaper boxes shall be uniform in design. Design for mail and newspaper boxes shall be furnished by Developer, the Association, or the Architectural Control Committee. No fences shall at any time be placed or permitted to remain on any lot without approval of the Developer, Association or Architectural Control Committee.

Section 8. Off Street Parking. Off street parking for not less than four (4) passenger automobiles must be provided on each Lot prior to the occupancy of any dwelling constructed on said Lot which parking areas and the driveways thereto shall be constructed of concrete, brick, asphalt, or turf stone, or any other material approved by Developer, the Association or Architectural Control Committee.

Section 9. Driveways. Driveways are to be constructed in accordance with North Carolina Department of Transportation standards.

Section 10. Wells. Without the Developer's express written approval, no wells may be constructed or used on any Lot, except for the purpose of irrigating exterior plantings. A well may be used to provide water for household or other uses, provided such use is consented to in advance in writing by the public utility entitled to provide water service to the Lot, and such use does not violate any other provisions of this Declaration.

Section 11. Sodding and Irrigation of Front Lawns. All front lawns on Lots on which a residence exists shall be sodded and adequately watered by an underground-pipe sprinkler irrigation system.

Section 12. Alterations to the Common Property. No person shall undertake, cause, or allow any construction in, on or under any part of the Common Property, or undertake, cause, or allow any alteration to be made any part of the Common Property, except at the direction or with the express written consent of the Association.

ARTICLE VIII.

USE RESTRICTIONS

Section 1. Land Use And Building Type. No Lot shall be used for any purpose except for residential purposes. All Lots are restricted for construction of single family dwellings only. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article VIII of this Declaration relating to architectural control. Provided, however, the Developer or its agents may maintain and operate a sales office on any Lot owned or leased by the Developer for and at such time or times as the Developer may deem appropriate.

Section 2. Nuisances. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing or any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or other nature as may diminish or destroy the enjoyment of other Lots by the Owners thereof. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on the Owner's Lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

Section 3. Lot Maintenance. In the event that any Owner shall fail or refuse to keep his Lot free from weeds, underbrush, refuse piles, unsightly growth or objects, or shall fail to keep his front lawn sodded and irrigated in accordance with Section 11, Article VIII, then, after thirty (30) days notice from the Architectural Control Committee or the Association, the Association or its designee may enter upon the Lot and remove such weeds, underbrush refuse piles, unsightly growth or objects, or cause such lawn to be sodded and irrigated, at the expense of the Owner. Such entrance shall not be deemed a trespass, and in the event of such removal or correction a lien shall arise and be created in favor of the Association for the full amount of the cost thereof, including collection costs, and such amounts shall be due and payable within thirty (30) days after the Owner is billed therefor. Such lien shall be enforceable by court proceedings as provided by law for enforcement of liens.

Section 4. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot any time as a residence either temporarily or permanently without the written consent of the Association or the Architectural Control Committee; provided, however, that this shall not prevent the Developer, its designees

or assigns from maintaining a construction or sales trailer or office on any Lot until the construction of dwellings on all Lots is completed.

Section 5. Recreational Vehicles. No boat, motor boat, camper, trailer, motor or mobile home, or similar type vehicle, shall be parked, placed or permitted to remain on any Lot in such manner that the same is visible from the street.

Section 6. Animals. 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 that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free, are at all times kept properly leashed or under the control of their owner and do not become a nuisance to the neighborhood.

Section 7. TV Satellite Dishes and Outside Antennas. No TV satellite signal receiving dishes will be permitted on any Lot and no outside radio or television antennas shall be erected on any Lot or dwelling unit unless and until permission for the same has been granted in writing by the Association or the Architectural Control Committee.

Section 8. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot shall be clear, white or non-frost lights or bulbs.

Section 9. Inoperable Vehicles; Tractor Trailers; Vehicle Repairs. No inoperable or immobile vehicle, no vehicle without current registration and insurance, and no tractor-trailers will be permitted on any Lot or street in the Subdivision. The Association shall have the right to have all such vehicles towed at the owner's expense. No repairs to any vehicle may be made in driveways, but shall be made only in garages and shall not be visible from the street.

Section 10. Signs. No sign(s) may be placed or maintained on any Lot or street except one for sale sign, which shall not exceed two feet by three feet in size, street and traffic control signs approved by the Association or the appropriate governmental authority, and signs placed or maintained by the Developer or its agents.

Section 11. Subdividing. No Lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Association. However, the Developer hereby expressly reserves unto itself, its successors and assigns, the right to re-plate any two (2) or more Lots shown on the map of the Subdivision in order to create one or more modified Lots; to recombine one or more Lots to create a larger Lot; to eliminate Lots from this Declaration, or any parts of Lots, that are not otherwise buildable or are needed for access or are needed for use as private roads or access areas, and to take such steps as are reasonably necessary to make such re-platted Lots suitable and fit as a building site or access area or roadway, said steps to include, but not to be limited to the relocation of streets, easements, and rights-of-way to conform to the new boundaries of the said re-platted Lots.

ARTICLE IX.

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Developer may, from time to time, without the assent of any other entity, annex to and make a part of the Subdivision any other real property which Developer now owns or which Developer may hereafter acquire or develop (the Additional Property), upon such terms and conditions and subject to such

covenants and restrictions, as the Developer, in its sole discretion, shall deem reasonable and appropriate.

Section 2. Each such annexation of Additional Property shall become effective upon the recording of an amendment to this Declaration, duly executed by the Developer, specifically describing the Additional Property annexed to the subdivision, and setting forth the terms and conditions upon which such Additional Property is annexed to the Subdivision and the covenants and restrictions to which such Additional Property shall be subject.

ARTICLE X.

GENERAL PROVISIONS

Section 1. Enforcement. The Developer, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Enforcement Of Storm Water Runoff Regulations. The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its storm water runoff regulations as the same may be amended from time to time. The Built Upon Area for each Lot shall not exceed four thousand six hundred (4,600) square feet, unless and until the State of North Carolina shall revise its storm water runoff regulations to permit a greater Built Upon Area for such Lot. For purposes of this section, "Built Upon Area" shall mean that portion of each Lot that is covered by impervious or partially impervious cover, including building, pavement, recreational facilities, etc., but not including decking. Any Owner may, in accordance with applicable government regulations, borrow from another Owner any Built Upon Area which is not being utilized by the other Owner, without the approval of any Owner(s) not involved in such transaction, the Developer, or the Association.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 4. Lots Subject to Declaration; Extension. All present and future Owners, tenants, and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of this Declaration, as amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration are accepted and ratified by such Owner, tenant or occupant. The covenants and restrictions of this Declaration shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot, as though such provisions were made a part of each and every deed of conveyance or lease, for a term of ten (10) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years, unless by vote of Owners of not less than three fourths (3/4ths) of the Lots this Declaration has been amended to provide otherwise.

Section 5. Amendment of Declaration. Except as provided elsewhere herein, the covenants and restrictions of this Declaration may be amended only by an instrument duly recorded in the Office of the Register of Deeds of New Hanover County executed by the duly authorized officers of the Association upon the vote of the Owners of not less than three fourths (3/4ths) of the Lots. In no event may this Declaration be amended so as to deprive the

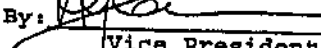
Developer of any rights herein granted or reserved unto Developer, unless the Developer consents to such amendment in writing.



Section 6. Amendment by the Developer. The Developer may amend any part or all of this Declaration without the consent of any other entity, from time to time, by executing, acknowledging, and recording an amendment in the office of the Register of Deeds of New Hanover County, which amendment shall be applicable only to Lots conveyed by the Developer subsequent to the recording of such amendment.

Section 7. Transfer of Developer's Rights. The Developer may assign any or all of its rights, privileges, and powers under this Declaration to one or more entities, including, but not limited to, the Association. All of the Developer's rights, privileges and powers under this Declaration, unless otherwise assigned, shall inure to the benefit of its successors by merger, or a transferee of all or substantially all of the assets of the Developer.

IN WITNESS WHEREOF, BARNES BLUFF ASSOCIATES, L.L.C., the Developer herein, has caused this Declaration to be executed in its name by its duly authorized Member-Managers, the day and year first above written.

BARNES BLUFF ASSOCIATES, L.L.C.,
By: Wilmington Holding Corp.
Member-Manager

By: 
Vice President

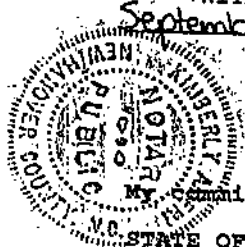


Assistant Secretary
(CORPORATE SEAL)

By:  (SEAL)
EDWIN L. BURNETT, III
Member-Manager

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that Haydee Hendrix personally came before me this day and acknowledged that he (or she) is the Assistant Secretary of Wilmington Holding Corp., a North Carolina corporation, which corporation is a Member-Manager of BARNES BLUFF ASSOCIATES, L.L.C., a North Carolina Limited Liability Company, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal and attested by herself) as its Assistant Secretary, on behalf of and as the act and deed of the said BARNES BLUFF ASSOCIATES, L.L.C.

WITNESS my hand and official stamp or seal, this 29th day of September, 1998.



Kimberly Ameri
Notary Public

My commission expires: 3-15-2003

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that EDWIN L. BURNETT, III, personally came before me this day and acknowledged that he is a Member-Manager of BARNES BLUFF ASSOCIATES, L.L.C., a North Carolina Limited Liability Company, and that the said EDWIN L. BURNETT, III, executed the foregoing instrument on behalf of and as the act and deed of the said BARNES BLUFF ASSOCIATES, L.L.C.

WITNESS my hand and official stamp or seal, this 23rd day of September, 1998.

Haydee Hendrix
Notary Public

My commission expires: 5/22/01

whcptb/blf



STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of Kimberly Ameri
Haydee J Hendrix

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 6 Day of November, 1998
in the Book and Page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds