

EXPLANATION STATEMENT TO CORRECT OBVIOUS MINOR ERROR(S) MADE IN AN INSTRUMENT AS ORIGINALLY RECORDED

RE: BOOK 1820

Brunswick County--Register of Deeds

Robert J. Robinson

Inst #177454 Book 1827 Page 742

PAGE 86C

09/16/2003 04:23:45pm Rec# 161945

RECORDED IN THE Brunswick COUNTY REGISTRY

NAMES OF ALL PARTIES TO THE ORIGINAL INSTRUMENT:

GRANTORS: POINT ASSOCIATES, LLC, AND WESTPORT HOA, INC.

GRANTEE: NOT APPLICABLE

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, WE, the Undersigned, hereby certify that the following corrections are made in the above-named recorded instrument in accordance with the provisions of G.S. 47-36.1 ratified June 30, 1986.

DESCRIPTION OF CORRECTION(S): Exhibit "B" referred to in the document was inadvertently omitted when the document was recorded. Exhibit "B" has now been properly attached.

THIS, THE 16th DAY OF September, ~~2003~~ 2003

WESTPORT HOA, INC.

RET <u>Kurt Fryan</u>	IC# <u>38</u>	<u>[Signature]</u>	Asst Secretary (SEAL)
TOTAL <u>666</u>	REV# <u>666</u>	<u>[Signature]</u>	POINT ASSOCIATES, LLC (SEAL)
REC# <u> </u>	CK AMT <u>666</u>	<u>[Signature]</u>	Member-Manager (SEAL)
CASH <u> </u>	REF <u> </u>	<u>[Signature]</u>	(SEAL)

This explanation statement together with the attached instrument duly rerecorded at 4:23:45 o'clock 10 M this the 16th day of September, 2003 in the Book and page shown on the first page hereof.

Robert Robinson
Register of Deeds

By Glenda Wescott
~~Deputy~~ Assistant Register of Deeds

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The second and third paragraphs of the Declaration are deleted in their entirety and the following language is substituted in lieu thereof:

"WITNESSETH :

Whereas, Developer is the original owner of a certain subdivision of real property in Brunswick County, North Carolina, known as WESTPORT AT SOUTH HARBOUR VILLAGE which is shown on certain maps thereof said maps being originally recorded in Map Cabinet 21, Pages 446 through 452, inclusive, and subsequently being shown on revised maps thereof (consisting of seven {7} sheets) entitled, respectively: "Revised Location & Key Map for WESTPORT AT SOUTH HARBOUR VILLAGE" (same being sheet 1 of 7), recorded in Map Cabinet 24 at Page 270, and "Revised Map of WESTPORT AT SOUTH HARBOUR VILLAGE" (being sheets 2 through 7 of 7) recorded in said Registry in Map Cabinet 24 at Pages 271, 272, 273, 274, 275, and 276, inclusive, to which revised maps reference is hereby made for a more particular description or descriptions, (the "Subdivision");

NOW, THEREFORE, Developer hereby declares that the Subdivision described above shall be held, sold, and conveyed subject to the following described covenants, conditions, restrictions, and easements, as well as to a Master Declaration of Covenants, Conditions and Restrictions for South Harbour Village (the "Master Declaration"), as they or either of them shall be amended and/or supplemented from time to time, all of which are for the purpose of protecting the value and desirability of said subdivision, and which shall run with the land and be binding on all parties having any right, title, or interest in the said subdivision or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof."

ARTICLE I., "DEFINITIONS", is deleted in its entirety and the following is substituted in lieu thereof:

"DEFINITIONS"

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

Section 2. Association shall mean and refer to WESTPORT HOA, Inc., a North Carolina nonprofit corporation, its successors and assigns.

Section 3. Assessments shall mean the Assessments defined in Article VII hereof. However, it is understood and agreed that the Master Association may charge assessments as well, as provided herein.

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.

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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, specifically including, without limitation, easements, 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 POINT 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 or maps of the Subdivision originally recorded in Map Cabinet 21, Pages 446 through 452, inclusive, and subsequently being shown on revised maps thereof (consisting of seven {7} sheets) entitled, respectively: "Revised Location & Key Map for WESTPORT AT SOUTH HARBOUR VILLAGE" (same being sheet 1 of 7), recorded in Map Cabinet 24 at Page 270, and "Revised Map of WESTPORT AT SOUTH HARBOUR VILLAGE" (being sheets 2 through 7 of 7) recorded in said Registry in Map Cabinet 24 at Pages 271, 272, 273, 274, 275, and 276, inclusive, to which revised maps reference is hereby made for a more particular description or descriptions.

Section 11. Master Association shall refer to and mean South Harbour Master Property Owners Association, Inc., and/or South Harbour Master POA, Inc., or similar of which Westport HOA, Inc., shall be a member and shall be subject to the Master Declaration as provided by North Carolina statute.

Section 12. Member(s) shall mean and refer to the Member(s) of the Association.

Section 13. 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 14. 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 15. Shared Common Areas, "Shared Common Properties", and/or "Shared Common Amenities" shall mean and refer to all real and personal property which may be owned by a third party but which may be made available for use by the Association members and/or owners of lots within the subdivision in consideration of the payment of prorated charges for such use.

Section 16. Special Developer rights means rights reserved for the benefit of a Developer to complete improvements within the subdivision, to exercise any development right, to maintain sales offices, management offices, signs advertising the lots,

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and/or sales models, to use easements through the common elements for the purpose of making improvements within the subdivision or within real estate which may be added to the subdivision, or to appoint or remove any officer of the association or any executive board member during any period of the Developer's control.

Section 17. Subdivision shall mean **WESTPORT AT SOUTH HARBOUR VILLAGE** as shown on the revised maps above noted and recorded in the Brunswick County Registry and any Additional Property.

ARTICLE II, "COMMON PROPERTY", is deleted in its entirety and the following is substituted in lieu thereof:

"ARTICLE II

COMMON PROPERTY; SHARED COMMON AREAS, AMENITIES AND/OR FACILITIES

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.

Section 3. SHARED COMMON AREAS, AMENITIES AND/OR FACILITIES. Use of areas, amenities, and facilities. Developer may construct a club house, pool and tennis court, and other facilities, which, if built, shall be Shared Common Amenities and/or Shared Common Areas for the use by all members of all homeowner, property owner, or unit owner associations which are members of the Master Association. It is understood and agreed that the Shared Common Amenities and/or Shared Common Areas are NOT provided for the exclusive use of the lot owners of Westport at South Harbour Village subdivision or Association members but that all members of the Master Association shall have the right to use such shared common facilities. The Owner of each lot shall comply with all such standards adopted by the Association."

ARTICLE IV, "WATER AND SEWER SERVICE", is deleted in its entirety and the following is substituted in lieu thereof:

"ARTICLE IV

WATER AND SEWER SERVICE

Section 1. Water shall be provided by a municipal or county water service. The water tap fees, any impact fees, and all

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monthly charges for water service for each Lot shall be the responsibility of the Owner(s) of such Lot.

Section 2. All Lots will be tied into the South East Brunswick Sanitary District sewer system. The sewer tap fees, all impact fees, and all monthly charges for sewer service for each Lot shall be the responsibility of the Owner(s) of such Lot."

ARTICLE VII, "ASSESSMENTS", is deleted in its entirety and the following is substituted in lieu thereof:

"ARTICLE VII

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. Purposes 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. It is expressly understood and agreed that assessments levied by the Association may also be used for paying a prorated share of the costs of the maintenance and improvement of Vanessa Drive and any other street which provides access to the subdivision, but only as to that portion of the said Vanessa Drive or other such streets which are not maintained by the State of North Carolina. It is further expressly understood that assessments may be made by the Association to pay its obligations to the Master Association, including, by way of example and not of limitation, assessments to pay a pro-rata portion for the up keep and repair of any Shared Common amenities and/or facilities. The Master Association shall, in its sole discretion, levy assessments, both regular and special. Such assessments shall have the same force and legal effect, and shall be collectable in the same manner, as any assessment levied by the Association.

Section 3. Annual Assessments. Annual Assessments shall be in an amount to be fixed from year to year by the Board which may

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establish different rates from year to year as it may deem necessary for the purposes as set forth 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 (2/3) 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 subsections 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 the portion of Vanessa Drive as above referred to, including fixtures and personal property related thereto, provided that any such assessment shall be approved by vote of the Owners of two-thirds (2/3) 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.

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Section 5. 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 6. 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 be prorated. The Developer shall not be required to pay Assessments. The Developer and/or the Association may require the payment in advance of up to three months of homeowner's dues or assessments at the time the Owner accepts a deed from the Developer.

Section 7. 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 nonuse 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 8. 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.

Section 9. Action by Master Association. All Owners acknowledge and agree that the Master Association may, in its discretion, levy assessments, both regular and special, for such lawful purposes as may be deemed necessary by the Board of Directors of the said Master Association. Such assessment(s) shall have the same force and legal effect as any assessment of the Association."

ARTICLE VIII, "ARCHITECTURAL CONTROL/CONSTRUCTION" is deleted in its entirety and the following is substituted in lieu thereof:

"ARTICLE VIII

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

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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 and site plan 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 Twelve Hundred Fifty (1,250) square feet of enclosed, heated dwelling area. 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. Further, no house plans will be approved unless such plans are submitted with a landscape plan for the entire Lot, which landscape plan must also be approved by the Architectural Control Committee. Any and all vegetation and/or tree planting or removal must be included as a part of the proposed landscape plan.

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 five (5) feet to an adjoining property line. Further, the site plan referred to in Section 2. and Section 3. of this Article shall specifically illustrate the location of all structures on the lot relative to the street frontage. Such front setbacks shall be twenty five

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(25) feet unless a lesser setback is specifically approved by the Architectural Control Committee.

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 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, and by the Master Association, 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, subject to the final approval of the Master Association. 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, and the Master Association.

Section 8. Off Street Parking. Off street parking for not less than two (2) 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. All driveway construction materials must be a part of the plans and specifications herein-above referenced which must be submitted to and approved by the Architectural Control Committee.

Section 10. Wells. Except as provided otherwise, 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 and side lawns on Lots on which a residence exists shall be

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sodded to the edge of all roads or streets providing any access to any lot and shall be 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 XI, "GENERAL PROVISIONS", shall be deleted in its entirety and the following is substituted in lieu thereof:

"ARTICLE XI

GENERAL PROVISIONS

Section 1. General Enforcement. The Developer, the Association, or any Owner, and, where applicable, the State of North Carolina, 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, an Owner, or the State of North Carolina 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 Stormwater Runoff Regulations. The covenants set forth herein are intended to ensure the ongoing compliance with all existing State Stormwater Management Permits as issued by the Division of Water Quality under NCAC 2H1000, and specifically Permit No. SW8 990851 "Modification". The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its stormwater runoff regulations as the same may be amended from time to time and to maintain compliance with the above noted stormwater management permit(s). These covenants shall run with the land and be binding upon all persons and parties claiming under them. The Built Upon Area for each Lot shall be as is shown on an allocation schedule for each lot as has been established by the said State, a copy of which is attached hereto as Exhibit "B", unless and until the State of North Carolina shall revise its stormwater runoff regulations to permit a greater Built Upon Area for such Lot or Lots. For purposes of this section, the allowable "Built Upon Area" shall include that portion of the right-of-way between the front lot line and the edge of the pavement. Further, built upon areas shall include, but not be limited to, structures, pavement, walkways of asphalt, concrete, gravel, brick, stone, slate, or coquina but shall not include raised, open wood or synthetic material decking, or the water surface of a swimming pool. 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.

Any covenants pertaining to stormwater regulations may not be changed or deleted without the concurrence of the Division of Water Quality of the North Carolina Department of Environment and Natural Resources. Lots within the Area of Environmental

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Concern (AEC) of Coastal Area Management (CAMA) may have the built-upon area reduced to CAMA jurisdiction within the AEC. Alteration of the drainage as shown on the approved plan shall not take place without the concurrence of the State of North Carolina. Furthermore, all drainage easements, and/or any portion thereof which is located on any portion of any lot within the subdivision shall be preserved, protected, and maintained by the owner of said lot. Further, the filling in or piping of any vegetative conveyances (ditches, swales, etc.) within or used by the subdivision, except for average driveway crossings, is strictly prohibited. Each lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters. All roof drains shall terminate at least thirty (30) feet from the mean high water mark.

With respect to any curb and gutter located within the subdivision, the following additional restrictions shall apply:

(A) Filling in, piping or altering any designated 5:1 curb outlet swale associated with the subdivision is prohibited by any person or persons.

(B) With respect to any curb outlet system, each designated curb outlet swale shown on the approved plan must be maintained at a minimum of 100 feet long with a 5:1 (H:V) side slope or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, and maintain a dense vegetated cover.

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 (3/4) 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 Brunswick County executed by the duly authorized officers of the Association upon the vote of the Owners of not less than two thirds (2/3) 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.

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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 Brunswick 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."

The following shall be added to the Declaration as an additional ARTICLE XII:

"ARTICLE XII

GOLF FACILITY

Section 1. Golf Facility. Developer intends to subject the lots and/or common areas (sometimes referred to herein as the "Properties") to further restrictions relating to the overall development of the subdivision, including, but not limited to, restrictions relating to the potential development of a golf course upon lands which are or may be adjacent to the Properties. All Owners acknowledge and agree that the Developer anticipates that one or more Golf Facilities may be constructed, operated and maintained in or contiguous to portions of the Properties as privately owned facilities and not as part of any Common Property. However, this statement shall not be construed as imposing on the Developer any obligation or commitment to construct, operate or maintain any Golf Facility or to have any Golf Facility constructed, operated or maintained by others. Further, even if such facility is constructed and maintained for any period of time, Developer expressly reserves the right, at its sole option and discretion, to change, alter, and/or abandon such golf course operation in whole or in part. The easements established herein shall exist and continue with respect to each Golf Facility as long as it is operated as a Golf Facility.

Section 2. Existence of a Golf Facility. The Developer hereby informs all Owners, their family members, and guests, that there exist certain hazards or risks associated with the existence of a Golf Facility and the ownership or use of the adjacent property, the surrounding property and other portions of the properties, including the risk of personal injury or property damage from golf balls, golf carts and golf course maintenance equipment. The Developer further informs all Owners, and their family members, and guests, that the Developer, for itself and its successors and assigns, reserves easements for golfers to go onto portions of the Properties to look for and retrieve golf balls which, due to errant golf shots, have come to rest outside of the boundaries of a Golf Facility. All Owners, for themselves, their families, contractors, guests, lessees and contract purchasers, by their acceptance of any deed, specifically acknowledges the existence and acceptance of the foregoing risks, easements and interference with the use and enjoyment of the said Properties, which risks and interference arise

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out of and are associated with the usual and normal operation, use and maintenance of a Golf Facility.

Section 3. Use of Golf Facility; Interference. No Owner shall have any right, solely by virtue of such ownership or by payment of assessments to any homeowner's association, whether or not their lands adjoins a boundary of a Golf Facility, of access to or across, entry onto, membership in, or other use or enjoyment of any Golf Facility. Use of a Golf Facility in or contiguous to any of the Properties may or may not be exclusive to the other lot owners within the development. There shall be no activities conducted on any of the Properties that unreasonably disturb the playing of golf or the use or enjoyment of a Golf Facility by the members and guests thereof, including, without limitation, undue noise, unsightly trash or debris, or any other noxious or offensive activity. Without the written consent of the owner of a Golf Facility, there shall be no fencing or other obstructions on any portion of the Properties located within a distance of ten (10) feet from any boundary of such Golf Facility.

Section 4. Use Not a Nuisance. Use of any part of a Golf Facility by any person in accordance with the reasonable rules and regulations established by the owner of the Golf Facility, including use of a Golf Facility for golf tournaments or social events shall not constitute a nuisance.

Section 5. Easements For Golf Facility.

A. All portions of the Properties located within 300 yards of a boundary of the golf course portion of a Golf Facility are subject to perpetual, non-exclusive easements for (i) golf balls that come upon or fly over such portions of said lands as a result of errant golf shots struck by golfers using a Golf Facility (excluding golf balls resulting from any golf shot or other action by a golfer where the golfer's intent is to cause the golf ball to go on or over such lands) and (ii) golfers, at reasonable times and in a reasonable manner, to enter said lands to retrieve such golf balls. Provided, however, if such portion of lands to be entered is fenced or otherwise secured, before entry the golfer shall obtain the permission of the Owner thereof, and nothing herein shall give any person the right to enter any dwelling, building or other structure on any portion of the lands conveyed hereby to retrieve golf balls or for any other purpose. Further provided, nothing herein shall permit a golfer to strike a golf ball from or any portion of land conveyed hereby outside of the Golf Facility. The reasonable exercise of these easements by any person for whom they are reserved shall not constitute a trespass to any portion of lands conveyed hereby or a nuisance. The existence of these easements shall not relieve golfers who use the Golf Facility or who strike the errant golf shots of or from liability for personal injury or property damage caused by or resulting from any such use or errant golf shots.

B. The portion of any surrounding property immediately adjacent to a boundary of a Golf Facility is hereby burdened with perpetual, nonexclusive easements in favor of that Golf Facility for (i) the reasonable over spray of water or treated effluent from the irrigation system serving that Golf Facility and (ii) the reasonable incursion of Golf Facility maintenance equipment and personnel, in order to maintain the boundary areas of a Golf Facility.

Record

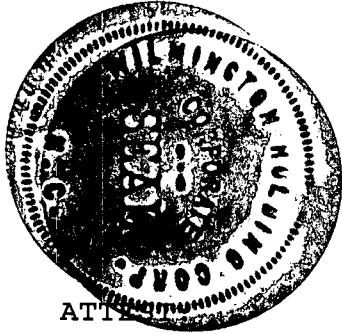
C. The owners and management of the Golf Facility, their agents, successors and assigns, shall at all reasonable times have a perpetual, non-exclusive easement of access and use over the Properties as may be reasonably necessary to the maintenance of that Golf Facility, including use during any PGA TOUR EVENT, and the right to retrieve golf balls from bodies of water within any Common Property lying reasonably within range of golf balls hit from that Golf Facility. Provided, following each exercise of any such easement, the owner of any Golf Facility who exercises the easement promptly shall restore any designated Common Property to the condition it was in prior to the exercise of the easement.

Section 6. Limitation of Liability. Neither the Developer, any Builder, any Homeowner's Association, Master Association, nor any of the members, managers, shareholders, officers, directors, employees, agents, contractors, affiliates, subsidiaries, predecessors, successors, or assigns of the Developer, Builder, the Association, or the Master Association shall be responsible or liable in any way to any Owner or to any other person for any claims, causes or action, damages to person or property, judgments, liens, losses, injuries, demands, interference, liabilities, or obligations whatsoever, arising out of or resulting from any one or more of the following: (i) any interference of the party of any Owner's use and enjoyment of any Common Property or any portion of Properties by anyone using the Golf Facility; (ii) improper design or operation or use of the golf course or any other portion of a Golf Facility; (iii) the level of skill of any golfer; (iv) trespass by any golfer on any portion of the properties; (v) golf balls (regardless of the number and frequency or occurrences) hit or thrown over or onto any portion of said lands; (vi) golf equipment; (vii) Golf Facility maintenance equipment and devices; (viii) social events held at a Golf Facility; (ix) the exercise by any golfer or the owner of a Golf Facility of any easement reserved or established for golfers or that Golf Facility by this Deed or shown on any plat of the properties recorded in the Registry. Provided, however, the foregoing liability limitations are not applicable to any of the named persons with respect to their acts or omissions as golfers, members or guests using the Golf Facility, or as owners, managers, agents or employees of a Golf Facility. No Golf Facility, nor any owner or management, thereof, nor any member, partner or shareholder thereof or any affiliate of any such member, partner or shareholder nor their respective employees, officers, directors or agents, nor any architects, builders, contractors or land planners hired or retained by the owner of such Golf Facility, in the foregoing capacities, shall be liable for any damage or injury resulting from errant golf balls hit by their parties, retrieval or errant golf balls by third parties from the reasonable over spray of water from that Golf Facility. Provided, however, the foregoing liability limitations are not applicable to any of the named persons with respect to their acts or omissions as golfers, members or guests using the Golf Facility.

Except as is amended hereby, the Declaration of Covenants, Conditions, and Restrictions WESTPORT AT SOUTH HARBOUR VILLAGE Subdivision recorded in Book 1403 at Page 742 of the Brunswick County Registry is hereby ratified, confirmed, re-declared, and re-adopted.

Record

IN WITNESS WHEREOF, POINT ASSOCIATES, L.L.C., the Developer herein, has caused this First Amendment to the Declaration of Covenants Conditions and Restrictions WESTPORT AT SOUTH HARBOUR VILLAGE Subdivision to be executed in its name by its duly authorized Member-Managers, and WESTPORT HOA, INC., through its duly authorized officers, has likewise executed this document as the act and deed of the said WESTPORT HOA, INC., all as of the day and year first above written.



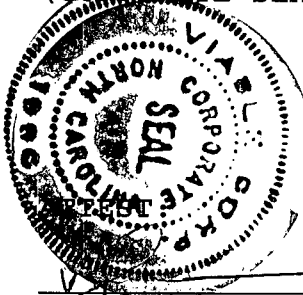
POINT ASSOCIATES, L.L.C.,

By: Wilmington Holding Corp.
Member-Manager

By: [Signature]
Vice President

ATTN:

Jerry Thomas
Assistant Secretary
(CORPORATE SEAL)



By: Viable Corp., Member-Manager

By: [Signature]
President

Assistant Secretary
(CORPORATE SEAL)

WESTPORT HOA, INC.

By: [Signature]
Vice President

ATTEST:

[Signature]
Assistant Secretary

UNOFFICIAL

UNOFFICIAL

Record

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

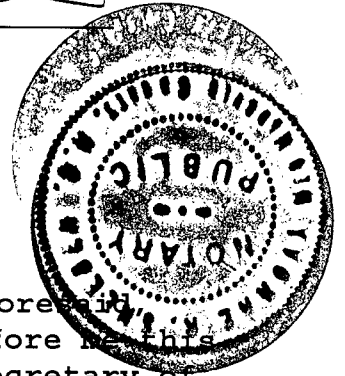
I, a Notary Public of the County and State aforesaid, certify that Jerry Thomason personally came before me this day and acknowledged that she is the Assistant Secretary of Wilmington Holding Corp., a North Carolina corporation, which corporation is a Member-Manager of POINT ASSOCIATES, L.L.C., a North 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 POINT ASSOCIATES, L.L.C.

WITNESS my hand and official stamp or seal, this 4th day of September, 2003.

Yvonne R. Sneed

Notary Public
Yvonne R. Sneed

My commission expires: 11/12/06



STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

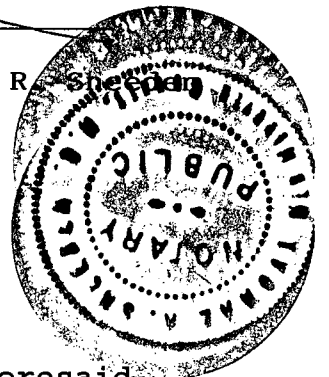
I, a Notary Public of the County and State aforesaid, certify that Alton Y. Lennon personally came before me this day and acknowledged that he is the Assistant Secretary of Viable Corp., a North Carolina corporation, which corporation is a Member-Manager of POINT ASSOCIATES, L.L.C., a North Carolina 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 President, sealed with its corporate seal and attested by himself as its Assistant Secretary, on behalf of and as the act and deed of the said POINT ASSOCIATES, L.L.C.

WITNESS my hand and official stamp or seal, this 4th day of September, 2003.

Yvonne R. Sneed

Notary Public

My commission expires: 11/12/06 Yvonne R. Sneed



STATE OF NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid, certify that Alton Y. Lennon personally came before me this day and acknowledged that he is the Assistant Secretary of WESTPORT HOA, INC., a North Carolina non-profit corporation, 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

Record

attested by himself as its Assistant Secretary, as duly authorized by the Board of Directors, on behalf of and as the act and deed of the said WESTPORT HOA, INC.

WITNESS my hand and official stamp or seal, this 4th day of September, 2003.



Yvonne R Sneed
Notary Public

Yvonne R. Sneed

Commission expires: 11/12/06

2003B:WstPtDecam-2

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of

Yvonne R Sneed

Notary(ies) Public is (are) Certified to be Correct.

This Instrument was filed for Registration on this

Day of September

2003

in the Book and page shown on the First Page hereof.

Robert J Robinson

ROBERT J. ROBINSON, Register of Deeds

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UNOFFICIAL

UNOFFICIAL

UNOFFICIAL

ALLOWABLE IMPERVIOUS SURFACE TABLE

VILLAGE GREEN TOWNHOUSES AND WESTPORT SUBDIVISION
A&K PROJECT NO. 02022

Lot #	*AIS/SF	Lot #	*AIS/SF	Lot #	*AIS/SF	Lot #	*AIS/SF
1	2746 2,400	46	2,636	91	2,636	137	2,400
2	2,636	47	2,636	92	2,636	138	2,400
3	2,400	48	2,636	93	2,636	139	2,636
4	2,636	49	2,636	94	2,400	140	2,636
5	2,636	50	2,636	95	2,400	141	2,636
6	2,636	51	2,636	96	2,400	142	2,400
7	2,400	52	2,636	97	2,400	143	2,636
8	2,636	53	2,636	98	2,400	144	2,400
9	2,636	54	2,636	99	2,400	145	2,636
10	2,400	55	2,636	100	2,400		
11	2,400	56	2,636	101	2,636		
12	2,400	57	2,636	102	2,636		
13	2,636	58	2,400	103	2,636		
14	2,636	59	2,400	104	2,636		
15	2,636	60	2,400	105	2,636		
16	2,636	61	2,400	106	2,636		
17	2,636	62	2,400	107	2,636		
18	2,400	63	2,400	108	2,636		
19	2,636	64	2,400	109	2,636		
20	2,636	65	2,636	110	2,636		
21	2,636	66	2,636	111	2,636		
22	2,636	67	2,636	112	2,636		
23	2,636	68	2,636	113	2,636		
24	2,636	69	2,636	114	2,636		
25	2,636	70	2,636	115	2,636		
26	2,636	71	2,400	116	2,636		
27	2,636	72	2,636	117	2,636		
28	2,636	73	2,636	118	2,636		
29	2,400	74	2,636	119	2,636		
30	2,400	75	2,636	120	2,636		
31	2,636	76	2,636	121	2,636		
32	2,636	77	2,636	122	2,636		
33	2,636	78	2,636	123	2,636		
34	2,636	79	2,636	124	2,636		
35	2,636	80	2,636	125	2,636		
36	2,636	81	2,636	126	2,636		
37	2,636	82	2,636	127	2,636		
38	2,636	83	2,636	128	2,636		
39	2,636	84	2,636	129	2,636		
40	2,636	85	2,636	130	2,636		
41	2,400	86	2,636	131	2,636		
42	2,400	87	2,636	132	2,636		
43	2,636	88	2,636	133	2,636		
44	2,636	89	2,636	134	2,636		
45	2,636	90	2,636	135	2,636		
				136	2,400		

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MAR 22 2002

DWQ
PROJ # SW8990851 MOD

*AIS/SF = Allowable Impervious Surface (SF)
Allowable Impervious Surface Table.doc