



INSTRUMENT # 2017014571

FOR REGISTRATION REGISTER OF DEEDS
Stephanie A. Norman
Burke County, NC
04/05/2018 at 09:23:08 AM
Book 2341 Page 155 (19)
FEE: \$42.00

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Drawn by: GPS Law Group

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ISLAND POINTE AT LAKE VISTAS SUBDIVISION
AND
ISLAND POINTE PROPERTY OWNERS ASSOCIATION, INC**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ISLAND POINTE AT LAKE VISTAS SUBDIVISION ("ISLAND POINTE Subdivision") and ISLAND POINTE PROPERTY OWNERS ASSOCIATION, INC ("Association"), is made this 16th day of February, 2018, by NATURAL LAND ALLIANCE, INC. (hereinafter referred to as Declarant"), and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ISLAND POINTE SUBDIVISION AND ISLAND POINTE PROPERTY OWNERS ASSOCIATION, INC (hereinafter "Declaration ")

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Burke County, North Carolina known as ISLAND POINTE AT LAKE VISTAS Subdivision, and

WHEREAS, ISLAND POINTE Subdivision is more particularly described by plat(s) thereof recorded in the following Plat Book(s) and Page(s), Plat Book 48 Pages 12 and 13 in the Office of the Register of Deeds for Burke County to which reference is hereby made for a more complete description and plat(s) for additional Sections made a part of this subdivision which may be recorded at a later date, and

WHEREAS, said lots are so situated as to comprise a neighborhood unit and it is the intent and purpose of the Declarant to convey the aforesaid lots to persons who will erect thereon residences to be used for single family purposes, subject to the provisions hereinafter set forth, and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to the Declaration for the benefit

and protection of the property and for the mutual protection, welfare and benefit of the present and the future owners thereof, and

WHEREAS, Declarant desires to provide for the preservation of the values of ISLAND POINTE Subdivision made subject to the Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements thereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described herein on above said recorded plat(s) is made subject to the Declaration and its restrictions and 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 ISLAND POINTE Subdivision as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with said property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties now or hereafter subjected to these Restrictions and the Declaration, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

ARTICLE I DEFINITIONS

1. Association. The "Association" shall mean and refer to ISLAND POINTE PROPERTY OWNERS ASSOCIATION, INC, a non-profit North Carolina corporation, its successors and assigns.
2. Articles "Articles" shall mean the Articles of Incorporation of the Association and any amendments thereto.
3. Bylaws "Bylaws" shall mean the Bylaws of the Association and any amendments thereto.
4. Board "Board" or "Board of Directors" shall mean the Board of Directors of the Association.
5. Act "Act" shall mean the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes.
6. Owner "Owner" shall mean and refer to any contract buyer and/or the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of any of the Property made subject to this Declaration but excluding those having such interest merely as security for the performance of an obligation, provided however, the Declarant shall not be deemed an Owner.
7. Lot "Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of this Subdivision.
8. Dwelling "Dwelling Unit" or "Unit" or "Dwelling" shall mean and refer to the completed single-family home located upon a Lot including related ancillary residential structures such as garages or boathouses and shall be combined under this definition.
9. Declarant "Declarant" shall mean NATURAL LAND ALLIANCE, INC., a North Carolina company and its successors and assigns if such successors and assigns acquire two or more undeveloped lots from

the Declarant for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to and assumed by such successors and assigns.

10. Declarant Control Period "Declarant Control Period" or "Control Period" shall mean the time prior to the event of the Declarant (or its successors or assigns) where it sells all its lots to third parties or the date the Declarant voluntarily relinquishes majority control of the Association.
11. Common Property "Common Property" shall mean all property owned or encumbered by the Association for the common use and enjoyment of all or a designated class of members. Common Property includes without limitation all existing and future roads and rights-of-way and all greenways, median strips, cul-de-sac centers, planting areas, and recreational areas, and facilities, open space, walking trails, easements, boat ramps, community boat slips, and community piers, that are developed on the Common Property (it being understood that this enumeration is by way of description of the type of facilities that may be developed and in no way shall bind or obligate the Declarant to provide any of the described facilities) and all entry way, directional, and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Declarant, the Owners, and any member in the Association, including without limitation such Common Property as may be shown on the recorded plat(s) of the Property, and the Common Property as may be shown on the recorded plat(s) of the ISLAND POINTE Subdivision. Except by the Declarant, the Common Property shall not be used for public commercial purposes but may be used for enjoyment of the Association's members for fund-raising activities to support the purposes of the Association. The Declarant reserves its rights to access and utilize the Common Property forever, even after all lots are sold. The Declarant also may burden the Common Property with access to the public, and further may burden the roadways with access to other owners outside of the association.
12. Completion of Sales "Completion of Sales" shall mean the date on which the Declarant has conveyed all Lots to purchasers other than a successor Declarant hereunder and all the other Additional Land has been annexed to the Property as provided in Article II Section 2.
13. Committee "Committee" shall mean the Architectural Review Committee established by the Declarant for the purpose of administering control over architectural, landscaping, and related matters, as provided in Article III of this Declaration.
14. Management Documents "Management Documents" shall mean this Declaration, the Articles and Bylaws of the Association, and the Rules and Regulations.
15. Rules and Regulations. "Rules and Regulations" shall mean reasonable rules and regulations as may be adopted from time to time by the Association.
16. Special Declarant Right "Special Declarant Rights" or "Declarants Rights" shall mean rights reserved for the benefit of the Declarant, including without limitation the Special Declarant Rights allowed to the Declarant under Section 47F-103 (28) of the Act, which include without limitation the right to elect, appoint, or remove any officer or member of the Board of Directors of the Association during the period of Declarant control. All such Special Declarant Rights, as authorized by the Act, are reserved to the Declarant.

ARTICLE II
PROPERTY SUBJECT TO THE DECLARATION AND ITS RESTRICTIONS

1. Existing Property The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Restrictions and the Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Burke County, North Carolina, and is shown on Plats recorded in Plat Book 48 and Pages 12 and 13 in the Office of the Register of Deeds for Burke County.
2. Additions to Existing Property Additional property may be brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association
 - a. Declarant reserves the right (but is not obligated to exercise this right) to subject to this Declaration other certain contiguous property that it owns or may acquire, which may be developed into tracts and roadways and may later be made a part of ISLAND POINTE Subdivision. Declarant shall have and hereby reserves the right and option, from time to time and for so long as the Declarant owns any contiguous property, to subdivide all or any portion of the same into additional tracts by the filing of a plat designating such tracts on the records of Burke County, North Carolina, and upon any such filing the number of tracts located on the property shall be increased to include such additional tracts.
 - b. Additional residential property and common area outside of the Existing Property described in Section I above may be annexed to the properties and brought within the scheme of these Restrictions and the Declaration and the jurisdiction of the Association, in future stages of development without the consent of the Association or its members.
 - c. The additions authorized under subsections (a) and (b) shall be made by filing of record Supplementary Declarations of Covenants, Conditions and Restrictions of ISLAND POINTE Subdivision, with respect to the additional properties which shall extend the scheme of the Declaration and its restrictions and the jurisdiction of the Association to such properties and thereby subject such additions to assessments for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of these Restrictions and the Declaration as maybe necessary.
3. Access Easement Vehicular access to ISLAND POINTE subdivision is granted via a permanent easement identified as "EASEMENT AND ROAD MAINTENANCE AGREEMENT" and recorded in the Burke County, NC registry as Book 2230, Page 476-481. All roads and entrance gates leading up to the Property are owned by the Lake Vistas Homeowners Association. Maintenance for this access is proportional to the number of lots in the Property to the number of Lots in the Lake Vistas Homeowner's association. The ISLAND POINTE PROPERTY OWNERS ASSOCIATION shall be responsible for its proportional share of this maintenance as specified in this Easement and Road Maintenance Agreement.

ARTICLE III
COMMON AREA

1. Conveyance of Common Areas Declarant shall from time to time convey to the Association fee simple title to the Common Areas. At the time of the conveyance such Common Areas shall be free of any liens or encumbrances except for (a) ad valorem taxes prorated to the date of conveyance, (b) the restrictions and easements set forth in this Declaration, (c) other utility, drainage, and access easements,

and (d) other title matters acceptable to the Association. The Association shall hold the Common Areas conveyed to it subject to the rights of Declarant set forth in the Management Documents and in the Act. The Declarant may also convey use of Common Areas by easement where it may not own the title of the Common Area. The terms of the easement will be in the sole discretion of the Declarant.

2. Owner's Easements of Enjoyment

- a. The Declarant and, to the extent provided by this Declaration, every Owner, is hereby granted and shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the Property, to be used in common with others, for the purpose of providing access to lot(s) owned or dwelling unit(s) owned by the Owner for himself, his family, agents, licensees and invitees, and for his and their non-exclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in this Declaration. Every Owner, and the members of such Owner's family that reside with such Owner or are overnight guests of such Owner, shall have the right to use the recreational areas within the Common Property, subject however to such Owner paying, when due, the dues and assessments of the Association and abiding by all rules and regulations of the Association, including without limitation those governing the use of the recreational areas and the Common Property. Non-Owners shall only be entitled to use the recreational areas on such terms and conditions as the Declarant or the Association may select.
- b. Maintenance of the Common Property The Association shall be responsible for the operation, maintenance, and repair of the Common Property.
- c. Rules and Regulations The Association shall have the right to adopt, publish, and enforce reasonable Rules and Regulations governing the Property, the use and enjoyment of the Common Property, and the personal conduct thereon of the Owners, their guests, invitees, tenants, and members of their families or households.

ARTICLE IV

ISLAND POINTE HOMEOWNERS ASSOCIATION, INC ("Association")

1. Governing Body The Association shall be the governing body for all Owners with respect to the management, administration, maintenance, repair, and replacement of the Property. Subject to the provisions of this Declaration, and unless expressly prohibited herein, the Association shall have all the rights, powers, and authority allowed or allowable to it under the Act. The Association shall be governed by a Board of Directors which can act in all instances on behalf of the Association unless the Management Documents or the Act specifically provide otherwise.
2. Membership Every owner of a lot which is subject to this Declaration shall be a member of the Association. Membership is appurtenant to a Lot and may not be assigned. If and when Declarant develops additional phases in the Subdivision, the Owners of those lots shall be members of the Association. The Declarant shall also be a member so long as it owns property within this expandable Subdivision.

3. Class Membership Voting The Association shall have two (2) classes of membership
- a. Class A Class A members shall be all lot Owners except for Declarant and shall be entitled to one vote for each lot owned. When more than one (1) person owns an interest in a lot, all such persons shall be members but the vote for such lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any lot.
 - b. Class B:
 - i. Class B members shall be entitled to vote twenty (20) votes for each lot owned. Class B membership shall consist of the Declarant, or its successors or assigns, until the happening of either of the following events whichever occurs earlier:
 1. The earlier of four months after one-hundred percent (100%) of all the lots in the Subdivision are sold as well as all adjacent undeveloped acreage sold and conveyed by the Declarant to unrelated third parties, provided that the Class B membership shall be reinstated if thereafter additional lands are annexed to the Property as provided in Article 11, or
 2. Ten (10) years from date of recordation of this Declaration, or
 3. At such time as Declarant voluntarily relinquishes majority control of the Association by a duly recorded instrument
 - ii. Upon the happening of the earliest of the three above described events, Class B membership shall cease and terminate and shall be converted to Class A membership.
4. Board of Directors There shall be three (3) members of the board of directors of the Association who shall serve until their successors are duly elected and agree to serve. The directors shall have annual meetings and other such meetings as may be called at the request of the President of the Association or by any two (2) directors. So long as the Declarant, or its successors and assigns, is the Class B member, it shall select the board.
5. Suspension of Voting Rights The Association shall have the right to:
- a. Suspend the voting rights (if any) of an Owner for any period during which assessment on his lot remains unpaid and enforce collection of the same, and
 - b. Suspend the voting rights (if any) of each Owner who is a contract buyer for any period during which payments to the Declarant pursuant to terms of said contract are delinquent, during which period the Declarant shall succeed to the voting rights of said contract buyer.
6. Period of Declarant Control The period of Declarant control, during which the Declarant has the right under the Act to appoint or remove any officer or member of the Board of Directors of the Association, shall terminate upon the Completion of Sales where all lots are sold to third parties, including any added phases or land, or Ten (10) years from date of recordation of this Declaration. whichever is earlier.

7. Additional Phases The Declarant reserves the right (but is not obligated) to develop one or more additional phases of ISLAND POINTE Subdivision and incorporate the same within the provisions of this declaration.

ARTICLE V
COVENANTS FOR ASSESSMENTS

1. Covenant to Pay Assessments Lien Every Owner of a Lot, other than the Declarant, shall be obligated to pay to the Association such annual and special assessments as may be levied by the Association pursuant to the provisions of this Declaration. Any such assessment levied against a Lot remaining unpaid for a period of thirty days or longer shall constitute a lien upon that Lot when the Association files a claim of lien in the office of the Clerk of Superior Court of Burke County, North Carolina. The lien provided for herein, upon filing, shall be prior to all other liens and encumbrances on a Lot except (a) liens and encumbrances (specifically including without limitation any Mortgage on the Lot) recorded before the docketing of the claim of lien and (b) liens for real estate taxes and other governmental assessments and charges against the Lot. The lien may be enforced by foreclosure pursuant to Section 47-3-1 16 of the Act or in any other manner allowed by law.
2. Personal Obligation Each annual or special assessment, together with any late charges, interest, collection costs, and reasonable attorneys' fees, shall be the personal obligation of the owner of the Lot at the time such assessment was levied. If more than one Person held an ownership interest in the Lot at such time, the personal obligation to pay such assessment shall be both Joint and Several. The personal obligation for delinquent assessments shall pass to such Owner's heirs and personal representative(s), shall not pass to such Owner's assigns unless expressly assumed by them. Such assumption shall not relieve an Owner of his obligation. No Owner may exempt himself from payment of assessments by waiver of use or by non-use of the Common Area or by abandonment or leasing of his Lot.
3. Purpose of Assessments The assessments levied by the Association shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities under the Management Documents and the Act and for all other purposes allowed or allowable to the Association under the Management Documents and the Act.
4. Annual Assessments
 - a. The Association shall have the duty to repair, replace, and maintain all recreational areas and improvements located thereon, and all streets, roads, road rights-of-way and other Common Property. The Association shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each Owner in such periodic installments as the Association may determine, to be used to pay (1) the operating and administrative expenses of the Association; (2) the costs of maintenance, upkeep, replacement and repair of all recreational areas, and improvements located thereon, and all streets, roads, road rights-of-way, and other Common Property, and (3) other expenses necessary or useful to maintain and operate the Association and the recreational facilities, including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the Association. It is understood (by way of example

and without limitation) that the assessment funds shall be used for such matters concerning Common Property as the following maintenance, repair and replacement of improvements within the recreational areas, the maintenance, seeding and re-seeding of road rights-of-way and Common Areas, erosion control, repairing of road shoulders, surfacing, patching and resurfacing of parking lot(s) and road pavement, placement of gravel, and planting and maintenance of shrubs, trees and seasonal flowers.

- b. The annual assessments may also be used by the Association for the purpose of adding to the recreational facilities.
 - c. The annual assessment payable by each Owner shall be \$650.00 per lot per calendar year. The annual assessment shall be due and payable on January 31st of each year, provided the board of directors may elect to permit payment in such installments and at such times as it shall determine. This assessment shall be waived as to any lot purchased by a builder with the intent to build a house for resale to the public at large. Should assessment be waived for a builder under this provision, the maximum time for waiver is one calendar year, defined as January 1 to December 31, after a builder takes title to the Lot. Then the builder shall pay assessments as any Owner. Any builder seeking this waiver shall state he is a builder on a purchase contract and Declarant (or the Association after the end of Declarant Control) must approve each builder by agreement on a purchase contract or other document in writing. This assessment will be payable as to any lot purchased by a builder who purchases a lot for the purpose of building a custom home under contract with the ultimate residents.
 - d. The annual assessment may be increased or decreased by the board of directors of the Association without a vote of the membership to an amount not more than twenty percent (20%) in excess of the annual assessment for the previous year. A majority vote of each class of voting members of the Association must approve an increase or decrease in the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than twenty percent (20%).
 - e. Annually the board of directors of the Association shall have determined and shall have given written notice to each Owner of the annual assessment affixed against each owner for the immediately succeeding calendar year.
5. Special Assessments In addition to the assessments specified herein above, the Association may levy special assessments for the purpose of supplementing the annual assessment if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association as described in Section 4 hereof, provided that any such special assessments shall have the assent of a majority of the voting members of the Association at a duly called meeting. Builders of any type are not exempt from any special assessment and shall be treated as any Owner, regardless of provision 4(c) above.
6. Removal of Obstructions and Unsightly Growth, Debris, and Materials
- a. The Association may remove any obstructions of any nature located within road right-of-way or other Common Property (including but not limited to trees, shrubs and mailboxes) which, in the opinion of the Association, either might produce a hazard or might interfere with the ability or willingness of the State of North Carolina (or agency or department thereof) to take over the responsibility for maintenance of the roads.

- b. The Association shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who directly, or through his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way or other Common Property, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-way or other Common Property. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said lot or dwelling unit.
- c. If the Association, in its sole discretion, determines that any lot has become unsightly due to grass or weeds that have not been mown, or due to debris of any nature having accumulated on the lot, then the Association shall have the right from time to time to enter the said lot for the purpose of mowing the grass or removing the debris. At least ten (10) days prior to entering a lot for said purpose, the Association shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such lot, to the extent that the Association has been put on written notice in advance by the Owner of the approximate location on a chart or map of such lot showing the location of planted trees to be avoided.
- d. The Association shall have the right in its sole discretion, to charge back the actual cost of mowing the grass or removing the debris against the owner. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law, provided to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

7. Duty to Make Repairs

- a. Until accepted for maintenance by governmental authority, the obligation for the repairs, maintenance and improvements of the roads as shown on the aforesaid plat(s) or any other Common Property shall be the responsibility of the Association, with the Owner of each lot except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the Owner of each lot.
- b. The decision to expend Association funds to repair and maintain the roads or other Common Property shall be made by a majority of the board of directors of the Association. By such vote, the board may delegate such authority to any committee of the Board. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

- c. Notwithstanding the foregoing, each Owner of a lot shall be solely responsible for any repairs to a road right-of-way or other Common Property caused by the negligent act or acts of said owner, his or her invitees, agents, licensees, contractors, or guests. For these purposes it shall be a negligent act for any building material to be unloaded on any road or road right-of-way.
8. Late Charges and Interest on Unpaid Assessments Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the board of directors of the Association, which interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is \$25.00 and shall be charged as to any assessment that is not paid within 30 days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within thirty (30) days of the date due. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is thirty (30) days after the due date. The board of directors may change the initial late charge, interest rate, due dates and lien assessment date by majority vote of the directors.
9. Lien for Unpaid Assessments
- a. In the event the Owner of any lot fails and refuses, after demand by the Association, to pay any annual or special assessment, then the Association shall have a lien against said lot and may enforce collection of said assessment in law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such unpaid assessment together with the costs and expenses of collection, including without limitation, reasonable attorneys' fees, shall be a charge and lien against the said lot. When a claim of lien is filed of record in the Office of the Clerk of Superior Court of Burke County, the Association may foreclose the claim of lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the North Carolina General Statutes. Fees, charges, late charges, fines and other charges are enforceable as assessments under this section.
- b. To secure the payment of the annual and special assessments as are levied by the Association, together with the cost of collection including attorney's fees, all such charges shall be a continuing lien upon the lot against which the assessments are made. Such charges shall also be the personal obligation of the person(s) who were the owner or owners of such lot at the time the assessment came due. Their personal obligation shall remain a lien upon the lot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.
- c. Neither the assessments nor the costs of collection shall be a lien upon any Common Property nor shall the lien upon any lot for such charges be senior to any first lien mortgage or first lien deed of trust regardless of the fact the lien arose prior to the date and time of recording of any such first lien mortgage or deed of trust.
10. Fines for Violations After notice and an opportunity to be heard, the Association may impose reasonable fines or suspend privileges or services provided by the Association (except right of access to lots) for reasonable periods for violations of the Declaration and its restrictions, any separate Association Bylaws, Home Construction Guidelines and Rules and Regulations of the Association.

11. Lots Owned by Declarant No Lot owned by Declarant shall be subject to any assessment provided in this Article V for so long as said Lot is owned by the Declarant. Upon the sale or conveyance of a Lot by the Declarant the assessments provided under this Article V shall be levied against such Lot, and the Purchaser shall pay to the Association at closing of the sale that portion of the assessment attributable to the remainder of the month and year in which the closing takes place. Should Declarant re-acquire a Lot, by foreclosure, by-back or any other means, that Lot shall not be subject to any assessment provided in Article V and be treated as if Declarant never sold or conveyed said Lot and Declarant shall not be responsible for any accrued assessments while the Lot was owned by a third-party.
12. Lots Owned by Non-profit Entities Non-profit organizations (organized under 501(c) of the Internal Revenue Service) identified and approved by Declarant are explicitly exempt from assessments. This exemption shall carry to all subsequent non-profit organizations who may hold title to any property, regardless if the Declarant has identified these entities, or not, as long as the Declarant has identified and exempted the original entity. In no way shall any non-profit organization qualifying under this exemption be assessed regular assessments, special assessments, or any other requirement for contribution towards the Association. Any non-profit entity identified under this provision, including successors and assigns, shall follow all other components of this covenant unless explicitly exempted by the Declarant.

ARTICLE VI
ARCHITECTURAL CONTROL

1. In order to control design and location of the houses and other improvements to be constructed, erected, placed, or installed (hereinafter "Improvements") upon the lots in the Subdivision, the Declarant hereby creates an Architectural Review Committee (hereinafter "Committee") for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such improvements (regardless of when such Improvements are made), and the landscaping of each lot. This Committee is also created for the purpose of reviewing, approving, suggesting changes to, and rejecting swimming pools, out-buildings, boat houses, ramps, piers, driveways, enclosures for satellite dishes, and if Declarant so desires, for mailbox design. The Committee will also be responsible for the control of temporary construction shelters or vehicles in this Subdivision. The review process may be subcontracted out at the discretion of the Committee, and the Committee may charge a reasonable fee (not to exceed \$250.00) for the review of any plans.
2. The Committee shall consist of the Declarant, or designated individual(s) by the Declarant, its successors or assigns, until 90% of the lots in the Subdivision are sold and 90% of undeveloped acreage is sold by the Declarant, its successors or assigns. Once this threshold is met, said Committee shall be elected by a majority vote of the Board of Directors, provided, however, Declarant, its successors or assign, shall be entitled to at least one Committee member until all its lots in this Subdivision have been sold.
3. No building, fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained, or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are

approved in writing by the Committee or its designated agents. For more detailed explanations refer to Lake Rhodhiss Shoreline protection ordinance.

4. Before any clearing, grading or construction of any nature begins on any lot, written approval in advance must be obtained from the Committee. The Plans include the complete construction plans, the location plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.), proposed building plans and specifications, (including exterior color, finish, and materials). The areas over which the approval shall be required shall include, but shall not be limited to, the size and plan of the principal residential structure, and all accessory buildings, structures and improvements on the lot, the location of the well, septic and repair area, the size and plan of the garage or carport location and manner of construction of each driveway, swimming pool, utility building, patio, tennis court, and other improvements for athletic, recreational, or gymnastic purposes, and all other exterior improvements, the composition and color of raw and finished materials used on the exterior of all structures, and the location and type of any landscaping, shrubbery, and other plantings.
5. The Committee or its designated agents shall have ten (10) days after physical receipt of the plans to accept or reject the same in whole or in part. If no response by the Committee has been made in writing within said 10 days, the plans shall be deemed to be approved as submitted. After the plans are approved and after the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration. The Committee shall have the right to waive setback violations when the remedial costs of correcting such violation, in the Committee's opinion, would impose undue hardship upon the violator.
6. The actual construction shall be the responsibility of the Owner of the lot and his builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Declarant or the Committee or its designated agent, of the structural stability, design or quality of any building or other improvement or of the contractor who constructs such buildings or other improvements.
7. The property owner is responsible for placing and maintaining a stone driveway to facilitate the delivery and distribution of building materials at a centralized staging area on the subject lot. This driveway is to be used before and during construction, and after completion of construction, an Association representative will inspect the roads and road shoulders near and in front of the subject property. The owner (or builder) will be responsible for any necessary repairs.

ARTICLE VII GENERAL USE RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property that the Property is hereby subject to these Restrictions as to the use thereof and do agree, publish and declare that the deeds hereinafter made to purchasers of the Property shall be made subject to the Declaration and to the following Restrictions:

1. Except as otherwise provided in these Restrictions, the lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling and related structures incidental to the residential use of the lot such as garages and boat houses, which otherwise comply with these Restrictions, except that Declarant reserves the exclusive right to construct a roadway over any lot owned by it in order to grant access to other property acquired by Declarant and in such cases the remainder of any such lot not used for the roadway shall still be subject to these Restrictions.
2. Each single-family dwelling located on a "waterfront lot", which is defined for the purposes of this section as any property that has a common boundary of the Lot and Lake Rhodhiss ("Lake") for any length, shall have an enclosed, heated living area (exclusive of open porches, garages, and other unheated spaces) not less than 1,800 square feet. If a dwelling is not located on a Waterfront Lot, then the heated living area shall be not less than 1,400 square feet. Before any clearing, grading or construction of any nature begins on any lot, the design, location, and construction of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved in writing in advance by the Architectural Review Committee, hereinafter referred to as the "Committee", which Committee is established pursuant to this Declaration.
3. All improvements to the lot must comply with setback requirements of Burke County and any other regulatory agencies, any requirements of the Association or Architectural Review Committee rules, regulations or Home Construction Guidelines as well as those set out in the recorded plat.
4. More than one lot (as shown on said plat(s)) or portions thereof may be combined to form one or more lots by any Owner without permission. No lot may be subdivided by sale or otherwise, except by Declarant, its successors and assigns. Upon combination of lots, the building line requirements prescribed herein shall apply and the easements reserved herein shall be applicable to the rear, side and front lot lines of such lot as combined. After combination of any lots, no re-subdivision may occur except by or with written permission of Declarant. If any lots are combined into one Unit, the Owner shall notify the Association and provide a recorded survey showing the combination. The Owner is responsible for alerting the Association of such combination, and after said notice to Association, the assessment and voting shall be adjusted to reflect one Unit as combined.
5. All driveways shall be constructed of Pavement or Concrete.
6. No building, fence, wall, pool, outbuilding, driveway, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing in advance by the Committee or its designated agents. The Committee's refusal or approval of plans may be based upon purely aesthetic considerations, which in its sole discretion the Committee shall deem sufficient, but approval shall not unreasonably be withheld. Two copies of all plans and related data shall be furnished to the Committee for its records, if no action is taken by the Committee within ten (10) days after plans are submitted to it, the owner may proceed to build without approval.
7. With the exception of construction which is interrupted or delayed due to physical damage to the work in progress (such as damage due to fire, lightning, windstorm, hail, riot or civil commotion, explosion or theft), any dwelling constructed upon a lot must be completed within one (1) year.

subsequent to commencement of construction, except with the written consent of Declarant, its successors or assigns, or, if the Declarant so designates, by the Committee. The normal period of completion time for outbuildings or other improvements shall be presumed to be four (4) months from the issue date of the building permit. If completion of the dwelling, outbuildings, or other Improvements on any lot is not completed within one year, and it is determined that construction progress has diminished to such an extent that completion of the dwelling, outbuildings, or other improvements is unlikely within 120 days, the Association will be advised of this determination by the Committee. The Association shall then have the right to give notice to the owner that the owner has the obligation, within 30 days, to complete the removal of all the construction work in progress, including without limitation, the foundation and all building improvements and all stored building materials, and fill and grade the lot so that it is restored to its natural grade level, and the Association shall have the right to undertake this work upon owner's failure to do so and charge the cost to the owner and place a lien upon the lot upon owner's failure to pay these charges.

8. No trailer, truck, van, mobile home, motor home, tent, camper, barn, garage, boat or other outbuilding or temporary structure parked or erected on lots in this Subdivision shall at any time be used as a residence, temporarily or permanently, provided, however, that this prohibition shall not apply to shelters used by the contractors during the construction of the main dwelling house, it being clearly understood that these temporary shelters will not be permitted to remain on any lot after completion of construction. The Committee shall have the right to approve or disapprove these temporary construction shelters or vehicles. The Committee, upon approval of a temporary construction shelter or vehicle, will issue a letter stating the length of time such shelter will be allowed to remain upon such lot and where such shelter is to be located upon such lot. Further, with Declarant's permission, Owners may camp on their lot in professionally manufactured equipment for no more than any eight (8) days out of any thirty (30) day period. When the eight-day period expires, the Owner must remove all camping equipment and restore the lot to its natural state. No lot shall have any exclusive camping facilities, whether temporary or permanent erected upon it without the approval of the Association.
9. All homes constructed in ISLAND POINTE Subdivision will be supplied with water for normal domestic use from individual privately drilled wells, or must be from a public utility company, if available. If drilling a well, each individual owner shall locate the well drilled on such owner's lot to comply with all the governmental regulations regulating the minimum distance between such well and septic fields proposed or approved for owner's lot and all lots adjoining such owners lot. Before drilling a well, each owner must submit a site plan locating the proposed building site, drainage and repair septic field and well site.
10. Exposed exterior walls composed of the following materials shall be prohibited from ISLAND POINTE Subdivision concrete block, imitation asphalt brick siding, imitation asphalt stone siding, and tar paper.
11. Declarant shall be permitted to erect one mobile office on any lot that it owns for the purpose of maintaining a sales information center and construction office.
12. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood. No animals, reptiles or poultry of any kind, except dogs and cats and other indoor household pets may be kept on any lot. Each owner must see to it that all his or her dogs are kept on the

owner's property unless leashed or otherwise under control. No dogs shall be permitted to roam the property and the Association may have animals found off their owner's lot picked up by governmental authorities. The throwing or dumping of trash, garbage, and waste materials shall not be permitted. The alteration of any stream or future waterway so as to cause pollution or stagnation in these waterways is prohibited. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be buried or screened from public view. There shall be no above-ground swimming pools, towers, satellite dishes exceeding 24 inches in diameter, chain-link fences, or kennels.

13. No portion or part of any lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall be kept in sanitary containers screened from view from all roads, all other lots, and from the Common Property.
14. In addition to the easements that are shown on the recorded plats of ISLAND POINTE Subdivision easements ten (10) feet in width along the lot lines of all lots are reserved by Declarant for installation, repair, replacement and maintenance of utilities or storm water management, including the right to keep said easements free and clear of all obstructions.
15. Declarant reserves a temporary construction easement of fifty (50) feet in width along both sides and running parallel to road right-of-way, which easements shall expire eighteen months after the road construction commences, or upon the acceptance of such streets or roads for maintenance by governmental authority.
16. No outside clotheslines shall be permitted with approval by the Committee. Mailboxes shall be of a design, color and choice of materials as designated by the Declarant or, if the Declarant so designates, by the Committee, and may not violate North Carolina Department of Transportation standards.
17. There shall be no junk automobiles, junk of any sort, unserviceable vehicles, or salvage stored or placed or allowed to remain on or in any portion of this Subdivision. Unless located within enclosed garages, no large boat and/or boat trailer (over 28 feet in length), travel trailer, motor home, tractor trailer truck, or any other such vehicle shall be kept or maintained or located upon any lot unless and except with prior approval of the Committee. No more than one boat or associated trailer under 28 feet in length may be kept on the Lot at any time, unless in an enclosed garage. If a boat trailer is outside of the garage, it must be tagged and titled by the North Carolina Department of Transportation, be in working order, and not be unsightly. Boats and/or boat trailers allowed outside of enclosed garages (under 28 feet in length) must be stored behind the building set back line. No vehicles that are disabled or under repair shall be kept upon any lot unless located within enclosed garages. Unlicensed automobiles, including antique cars, if present must be stored out of sight in a garage. Large trucks shall not be parked on a regular basis within this Subdivision. "Large truck" shall be defined as any non-passenger vehicle larger than a standard pickup truck. No lot shall be used for storage of building materials prior to the issuance of the building permit for the Primary Residence.
18. No billboards or signs of any description shall be displayed upon any lot. The Declarant reserves the right to place and maintain appropriate development signs at the entrance to this Subdivision. Declarant also reserves the right to erect and maintain signs designating streets,

speed limits, traffic warnings, boat storage facility (if existing), recreational areas, and any other sign that will aid in the development of ISLAND POINTE Subdivision. There shall be no signs, fencing, or parking permitted within the road right-of-way. No sign of any kind shall be displayed to the public view on any Lot, except a sign displaying the owner's name and/or the property address or Lot number, or a sign advertising the property for rent may be maintained. No "For Sale" signs shall be displayed on any Lot without the Declarant's written permission.

19. Except within the building site or within 25 feet of the main dwelling, no trees of any kind more than 8 inches in diameter at ground level may be removed from any lot without prior approval of the Committee.
20. It is understood that Declarant, its successors and assigns, may develop, subdivide or sell additional tracts or parcels of land. Declarant reserves the right for its successors or assigns to connect such additional property to this Subdivision and to grant easements to use the roads and community access to ISLAND POINTE Subdivision and its recreational areas for any future additional development, for any amount of additional lots.
21. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this Subdivision other than the Property that is subjected to these Restrictions.
22. Enforcement of these Restrictions may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of these Restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including without limitation reasonable attorney's fees.
23. Declarant reserves the right to assign its rights to a successor who also assumes the Declarant's responsibilities.
24. Judicial invalidation of one or more of the provisions hereof shall not adversely affect the remainder hereof which shall remain in full force and effect.

ARTICLE VIII CAPTIONS, ENFORCEMENT AND INVALIDATION

1. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.
2. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.
3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties

violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable attorney's fees.

4. Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.
5. Amendments:
 - a. By Declarant: In addition to the specific amendment rights granted elsewhere in this Declaration, during the Declarant Control Period, the Declarant may unilaterally amend this Declaration for any purpose. Declarant may also unilaterally remove any requirement herein as to any Lot as long as removal of requirement(s) does not violate State laws or existing restrictions previously imposed by Crescent Resources or the Lake Rhodhiss shoreline management plan. After the Declarant Control Period, the Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable government statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on the Units; or to satisfy the requirements of any local, state, or federal governmental agency;
 - b. After the later of either Completion of Sales, or the end of the Declarant Control Period – whichever comes later, this Declaration may be amended by means of a duly recorded amendment signed by the Owners of two-thirds (2/3) of the Lots subject to this Declaration. This Declaration may also be amended by the Association by a two-thirds (2/3) majority vote of its members at a duly called members meeting at which a quorum is present, and in such event the appropriate officers of the Association shall record the proper amendment.

ARTICLE IX THESE RESTRICTIONS RUN WITH THE LAND

This Declaration composes the general plan of development for the Property herein described and runs with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date this Declaration is recorded, after which time said Declaration and its provisions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a sixty-seven percent (67%) majority of the then owners of the lots and the Declarant has been recorded agreeing to change said Declaration in whole or in part.

ARTICLE X RIGHT OF FIRST REFUSAL

Declarant reserves unto itself, its agents, employees, lessees, invitees, designees, its successors and assigns, the right of first refusal to purchased unimproved Lots in the Property so long as the Declarant owns lots in the subdivision. Prior to the sale of any unimproved Lot, the Owner thereof shall notify Declarant in writing setting forth the price and terms of sale, and the name and address of the purchaser. Such notification shall be made by certified mail, return receipt requested, and shall constitute an offer to sell

said property to Declarant for the price and on the terms set forth therein. Declarant shall have twenty (20) days after receipt of said notice to accept the offer. Notice of acceptance shall be made by certified mail, return receipt requested, and shall be deemed made when deposited in the United States mail. If Declarant fails to accept the offer within said time period, the Owner shall be free to sell the property to the identified purchaser at the price and under the terms set forth in the notice to the Declarant. If the sale does not close within six (6) months after expiration of the twenty (20) day offer to the Declarant, the procedure set forth herein must be reinstated. This first refusal right shall not apply to any conveyance resulting from the foreclosure of a deed of trust, security agreement or other lien; by operation of law or by devise upon the death of any Owner, or to a bona fide gift; provided that, the grantee of said property shall hold said property subject to the right of first refusal herein set out. This right shall continue and exist for each unimproved Lot for a period of fifteen (15) years after the initial conveyance of such Lot.

Signatures appear on following page(s)

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set its hands and seals this 24th day of February 2018.

Witness:

Michael

L B

Natural Land Alliance, Inc.
By: Larry Bragg, President

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Mecklenburg

I, Eric P. Galuszka, a Notary Public of the County and State aforesaid, certify that the above-named Larry Bragg, authorized agent of Natural Land Alliance, Inc., personally appeared before me this day and acknowledged the execution of the foregoing Declaration of Restrictive Covenants.

Witness my hand and official stamp this 29 day of ~~February~~ March 2018.

[Signature]
Notary Public for North Carolina

My commission expires: 2/8/19

