

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

AMENDED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
SECTION 5, CROSSWINDS

KNOW ALL MEN BY THESE PRESENTS THAT:

B & D DEVELOPMENT CORPORATION, a North Carolina Corporation, (herein the Declarant), heretofore executed a Declaration of Covenants, Conditions and Restrictions, Section 1, Crosswinds, and caused the same to be recorded in Book 1388 at Page 1271 in the New Hanover County Registry, with amendments thereto recorded in Book 1435 at Page 1363 and Book 1671 at Page 848 in the New Hanover County Registry, (herein collectively the "Declaration"); and

WHEREAS, the Declarant has subdivided and developed and now desires, pursuant to Article IX, Section 2 of the Declaration, to annex to Sections 1, 2, 3, & 4 Crosswinds, additional lands adjoining said Sections, to be known as Section 5, Crosswinds (herein "Section 5"); and Declarant desires to make the changes to the Declaration hereinafter set forth, affecting Section 5.

000115 NOW, THEREFORE, the Declarant does hereby declare that all of Section 5, Crosswinds, as shown on the plat thereof recorded in Map Book 35 at Pages 316 and of the New Hanover County Registry (the "Section 5 Plat"), shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, which covenants, conditions and restrictions are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the above described and annexed properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; which said covenants, restrictions, and conditions are as follows:

All of Section 5, Crosswinds, as above described, is hereby made subject to the same covenants, conditions, easements and restrictions as are applicable to Sections 1, 2, 3 & 4 Crosswinds, as more fully described in the Declaration (as amended), all of which are hereby incorporated herein by this reference and made a part hereof as though fully set out verbatim herein, but subject to the following changes and additions:

1. ARTICLE I, SECTION 3, is hereby amended and revised to read as follows:

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Hanover Design Services, PA
ATTN: Cathy
343-8002

"Properties" shall mean and refer to all of Crosswinds, Sections 1, 2, 3, 4 & 5 as shown on the plats thereof duly recorded in the New Hanover County Registry, and any of the Additional Properties that may hereafter be brought within the jurisdiction of the Association as provided in the Declaration."

2. **ARTICLE I, SECTION 5**, is hereby amended and revised to read as follows:

"Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be all streets and all of the area designated as "Common Area" on the plat of Section 1 and 5 Crosswinds. It shall be the responsibility of the Home Owners Association to maintain the Common Areas.

3. **ARTICLE VII, ARCHITECTURAL CONTROL Section 2.**, is hereby amended by adding a Paragraph B. and designating the first paragraph as Paragraph A. In addition, Paragraph A is amended by adding only the word "colors" to change the first sentence in Paragraph A to read as follows:

"SECTION 2. Building and Site Improvements.

A. No dwelling, fence and/or hedgerow, wall or other structure shall be commenced, erected, or maintained upon any lot in the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, colors, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, or its designee, or, after the sale of all lots by Declarant, by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

B. A minimum of twenty (20) to fifty (50) feet of the rear of Lots 337, 338, 339, 340, 301, 302, 303, 304 and 305 must remain in a natural state."

4. **ARTICLE VII, ARCHITECTURAL CONTROL, SECTION 3**, Paragraph A and B are hereby amended as follows:

a. Paragraph A is hereby amended to change the first sentence to read as follows:

"No house plans will be approved unless the proposed house shall have a minimum of 1600 square feet of enclosed dwelling area.

b. Paragraph B is hereby amended to change the last sentence in the Paragraph to read as follows:

"Provided, however, that no dwelling shall be constructed closer than 10 feet to an adjoining property line, unless a variance from such restrictions is granted by the Declarant".

5. ARTICLE VII, ARCHITECTURAL CONTROL, further amended and revised as follows:

a. Title of Article is changed from "Approval of Plans" to "Approval of Plans and Builder".

b. Paragraph E is hereby amended to change the last sentence in the Paragraph to read as follows:

"Mailboxes shall be selected by Declarant and shall be bought and installed by the Builder."

c. Paragraph G is added as follows:

"In addition to approval of plans, all builders building in the Subdivision must be on the approved builder's list established and maintained by the Declarant in accordance with the criteria which shall be established by the Declarant".

6. ARTICLE VIII, USE RESTRICTION, is hereby revised and amended by adding a new SECTION 14, and by changing the other sections designated below to read as follows:

"SECTION 5. Recreational Vehicles. No boat, motor boat, camper, trailer, motor or mobile homes, or similar type vehicle, shall be permitted to remain on any lot at any time unless by consent of Declarant or the Architectural Control Committee, as applicable."

"SECTION 10. Junk Vehicles and Tractor Trailers. No inoperable vehicle or vehicle without current registration and insurance, and no tractor-trailer or other truck or vehicle larger than a pickup truck shall be permitted on the properties. The Association shall have the right to have all such vehicles towed away at the owner's expense."

"SECTION 11. Signs. No signs of any kind other than professionally prepared "For Sale" or "Sold" signs containing no more than ten square feet, shall be permitted on any Lot or in the common areas without permission of the Board of Directors, except that a sign conforming to New Hanover County Sign Ordinance may be displayed by Declarant on any unsold Lot so long as Declarant owns any Lot in the Properties".

"SECTION 14. Built Upon Area. No more than 4650 square feet, inclusive of street right-of-way, of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials. This covenant is intended to insure continued compliance with stormwater runoff rules adopted by the State of North Carolina, and therefore, benefits may be enforced by the State of North Carolina."

Except as amended herein, the Declaration and all the provisions thereof shall be and remain in full force and effect, and this Declaration shall be binding upon all owners of lots in Crosswinds, Section 4.

IN WITNESS WHEREOF, this Amended Declaration has been executed by Declarant, as of this the _____ day of January, 1996.

B & D DEVELOPMENT CORPORATION

By: _____
Vice-President



Asst. Secretary

RECORDED AND VERIFIED
MARY SUE OOTS
REGISTER OF DEEDS
NEW HANOVER CO. NC
'96 MAR 19 PM 3 53

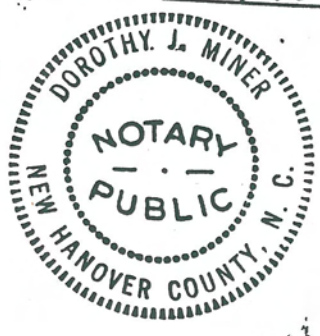
STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, a Notary Public of the County and State aforesaid certify that Lynn Rivenbark personally came before me this day and acknowledged that she is Asst. Secretary of the B & D DEVELOPMENT CORPORATION, a North Carolina Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice-President, sealed with its corporate seal and attested by him/her as its Secretary.

WITNESS my hand and official stamp or seal, this the 15th day of ~~January~~, 1996.
March

Dorothy J. Miner
Notary Public

My Commission Expires:
7-22-2000



STATE OF NORTH CAROLINA
New Hanover County
The Foregoing/ Annexed Certificate(s) of

Dorothy J. Miner
Notary (Notaries) Public is/ are certified to be correct.

This the 19 day of March 1996
Mary Sue Oots, Register of deeds

by Zammy Donahue
Deputy/Assistant