

NORTH CAROLINA  
JACKSON COUNTY

THE CERTIFICATE OF:

Page P. Meyer

IS CERTIFIED TO BE CORRECT:  
Joe Hamilton  
REGISTER OF DEEDS

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Fee Amt: \$44.00 Page 1 of 11  
Jackson County, NC  
Joe Hamilton Register of Deeds  
BK 1413 PG 618-628

This instrument prepared by Kimberly R. Coward, Attorney at Law, Cashiers, NC 28717.

DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS  
FOR  
BRIDGE CREEK

BRIDGE CREEK ASSOCIATES, LLC, a North Carolina limited liability company, herein referred to as "Declarant", hereby creates a planned community known as BRIDGE CREEK, as described herein.

RECITALS

NOW, THEREFORE, Declarant hereby declares that all of the Property described in those certain deeds recorded in Book 1194, Page 97 and Book 1194, Jackson County Registry, to which reference is specifically made, shall be held, transferred, sold, conveyed, encumbered, leased, used, improved and occupied subject to the provisions of Chapter 47 F of the North Carolina General Statutes and subject tot the following covenants, conditions, restrictions and easements which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions, restrictions and easements shall run with the land and be binding upon all persons having or acquiring any right, title or interest in the above-described property or any part thereof, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS

For the purpose of this Declaration the following definitions shall control:

Section 1. "Articles of Incorporation" means the Articles of Incorporation of BRIDGE CREEK ASSOCIATION, INC., and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, as may be adopted from time to time pursuant to the terms hereof. Said Articles of Incorporation are attached as Exhibit "A" hereto and incorporated herein

Section 2. "Association" means BRIDGE CREEK ASSOCIATION, INC., a North Carolina non-profit corporation.

Section 3. "Board" means the Board of Directors of BRIDGE CREEK ASSOCIATION, INC., a North Carolina non-profit corporation.

Section 4. "Bylaws" mean the Bylaws of BRIDGE CREEK ASSOCIATION, INC., a North Carolina non-profit corporation and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, as may be adopted from time to time pursuant to the terms thereof.

Section 5. "Committee" means the Architectural Review Committee of the Association.

Section 6. "Common Areas" mean all real property interests owned by the Association for the common use and enjoyment of the members of the Association.

Section 7. "Declarant Control Period" means the time period that the Declarant appoints the Board of Directors of the Association (Article V, Section 5 of the Declaration) and appoints the members of the Architectural Review Committee (Article VIII, Section 10 of the Declaration).

Section 8. "Declaration" means this instrument, together with those exhibits which are attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 9. "Developer and or Declarant" shall mean BRIDGE CREEK ASSOCIATES, LLC.

Section 10. "Lot" means any numbered lot designated on any plat of property that has been previously subjected to the Declaration of Protective Covenants and Restrictions for **BRIDGE CREEK**.

Section 11. "Member" means the individual designated by an Owner to be a member of the Association.

Section 12. "Owner" means any person, corporation or legal entity that owns fee simple title to any lot.

Section 13. "Person" means a person or person, firm, corporation or other legal entity

Section 14. "Plat" means any map of the Declaration Property or portions thereof, which is on record in the Jackson County Registry.

Section 15. "Property" or "Declaration Property" means that certain real property described herein.

Section 16. "Residence" means the single-family dwelling located upon a lot of Declaration Property.

Section 17. "Single-family dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage, or legal adoption or, alternately, a group of not more than four (4) persons not so related who shall maintain a common household in such dwelling.

Section 18. "Supplemental Declaration" means that document made and executed by Declarant, which annexes any additional lands as Declaration Property and submits same to the terms and provisions of this Declaration or an amendment hereto.

## II. PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

### Section 1. Property Subject to This Declaration.

The property described in those certain deeds recorded in Book 1194, Page 97 and Book 1194, Jackson County Registry, is the property hereby declared to be held, transferred, sold, conveyed, encumbered, leased, used, improved and occupied subject to this Declaration.

### Section 2. Additions Thereto.

Declarant shall have the right in its sole discretion from time to time to commit to development and to submit to the terms and conditions of this Declaration additional lands, but nothing contained in this Article or this Declaration shall obligate Declarant to so do. No lands other than the property described in those certain deeds recorded in Book 1194, Page 97 and Book 1194, Jackson County Registry, shall be burdened with the terms and conditions of this Declaration unless and until such lands are formally annexed as Declaration Property and submitted to the terms and conditions hereof in accordance with the provisions of Article III, Section B, hereinbelow.

III. SPECIAL DECLARANT RIGHTS

1. Declarant shall have the right to retain as to any roads in **BRIDGE CREEK**, such rights thereto including but not limited to the use thereof and the right to improve, modify and maintain same as is necessary in Declarant's sole opinion for the possible development and sale of other adjacent lands, and rights-of-way for ingress and egress thereto and use and enjoyment thereof by Declarant, its successors and assigns.

2. Declarant shall have the right to use, maintain, improve, and /or replace the roadways, ditches, slopes and culverts, and to install, maintain and replace public and private utilities within the right-of-way of all roads within Declaration Property, for the benefit of Declaration Property and of such other lands as may be from time to time annexed thereto pursuant to the provisions hereof.

3. Declarant shall have the right to use, maintain, improve, and/or replace the common areas, for the benefit of Declaration Property and of such other lands as may be from time to time annexed thereto pursuant to the provisions hereof. Specifically, Declarant shall have the right to drill wells and install waterlines within any of said common areas for the purpose of providing water to owners, and to grant easements to owners or water associations for the purpose of taking water and for the purpose of maintaining, repairing and/or replacing the wells and waterlines drilled and installed within said common areas.

4. Declarant may from time to time, and in its sole discretion, annex additional land as Declaration Property and submits said lands to the terms and conditions of this Declaration. Declarant shall effect such annexation by recording a Plat of the real property to be annexed and by recording a Supplemental Declaration, which shall:

A. Describe the real property being annexed and designate the permissible use thereof;

B. Set forth any new or modified restrictions or covenants, which may be applicable to such, annexed property, including limited or restrictive uses of roads;

C. Declare that such annexed property shall be held, transferred, sold, conveyed, encumbered, leased, used, occupied and improved subject to the provisions of this Declaration. Upon the recording of such Plat and Supplemental Declaration, the annexed area shall become a part of the Declaration Property subject to all provisions of this Declaration as supplemented or modified by said Supplemental Declaration.

5. Notwithstanding any provisions to the contrary, Declarant intends to prepare and record subdivision plats and does hereby reserve unto itself, its successors and assigns, the right to relocate, open, or close access roads shown on said plats, and to revise, recombine, resubdivide and change the size, shape, dimensions and locations of lots. The covenants, conditions, restrictions and reservations hereby imposed shall be applicable to the resulting lots in lieu of the lots as originally shown on said plat prior to such revision, relocation or change. However, lots sold prior to such revision, relocation or change shall not be deprived of that portion of the access roads on which it bounds nor of access to such lot from the access roads in the Development.

IV. OWNER'S RIGHT AND EASEMENT OF ENJOYMENT IN THE ROADS AND COMMON AREAS.

The non-exclusive right to use all roadways within the Declaration Property shall be an appurtenance to each lot within said property, subject to the reserved right of Declarant set forth above, and every owner shall have a right and easement of enjoyment in and to said roads and common areas in common with all other owners, subject to:

1. All rules and regulations governing the use and enjoyment of the roads and common areas by the Association;

2. The right of the Declarant and the Association to establish easements over the roads and common areas for service to or in favor of any private or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers, water pipes, cable

television lines or hook-ups or any other utility services serving any lots within the Declaration Property;

3. All provisions of this Declaration not enumerated above, and all restrictions and provisions contained on the plats of the Property.

V. THE ASSOCIATION; ADMINISTRATION, MAINTENANCE AND IMPROVING OF ROADS, WATER SYSTEM AND COMMON AREAS; FINANCIAL RESPONSIBILITY OF OWNERS THEREFOR; AGREEMENT FOR ASSESSMENTS AND ENFORCEMENT THEREOF.

Section 1. General. The Association is a North Carolina non-profit corporation organized to further and promote the common interests of property owners in the Development. The Association shall have such powers as are set forth in Section 47F-3-102 of the General Statutes and in its Articles and Bylaws. The Association shall be responsible for the administration, maintenance and improvement of the roads and other common areas in Bridge Creek Subdivision.

Section 2. Membership. Every owner who is a natural person, and a natural person designated by multiple owners or other entity, shall be a member of the Association.

Section 3. Classes of Members. Class "A" members shall be the natural person designated by the Owner to be a Member, with the exception of the Declarant. The Class "B" member shall be the natural person designated by the Declarant to be a member. An Associate Member shall be the Member's spouse and the Member's children who are less than 22 years of age and residing with the Member.

Section 4. Votes. Each Class "A" member shall be entitled to one (1) vote for each lot it owns. Each Class "B" member shall have ten (10) votes for each lot it owns. Voting shall be in person by proxy or mail ballot. Associate members shall be entitled to hold office or committee seats, but shall have no vote.

Section 5. Board of Directors. The affairs of the Association shall be governed by the Board of Directors. Initially, the Board shall be composed of three persons designated by the Declarant, none of whom needs to be the owners of a lot. The members may be removed and/or replaced by the Declarant during the Declarant control period. The directors appointed by the Declarant shall be replaced as provided for in the Articles of Incorporation and Bylaws of the Association but in no event later than either: The conveyance of all of the property then subjected to this Declaration (including lots subsequently annexed to the development pursuant to the provisions of this Declaration) or June 30, 2024 whichever shall first occur, or at such time as Declarant in its sole discretion elects.

Section 6. Administration, Maintenance and Improvement.

The Association shall be responsible for the administration, maintenance and improvement of the roads and common areas in Bridge Creek. Membership in the Association shall consist exclusively of all the lot owners in said planned community. The Association shall have the powers enumerated in Section 47F-3-102 of the General Statutes. The management of the Association shall be by a Board of Directors, pursuant to Section 47F-3-103 of the General Statutes.

Section 7. Financial Responsibility of Owners; Assessments by Association.

The Owners are responsible for providing funds necessary to the Association to carry out the above purposes. The Association shall prepare an annual budget, and shall assess each owner as provided herein for its pro rata share of such expenses.

Section 8. Assessments; Personal Obligations of Owners; Creation of Lien.

The Declarant, for each lot owned by it within the property, hereby covenants, and each owner of any lot by acceptance of a deed therefor whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant (which covenant shall run with the land and be binding on every owner) and agree to pay to the Association:

- A. Annual assessments for administration and maintenance.
- B. Annual assessments for capital improvements.
- C. Special assessments for administration, maintenance and capital improvements.

D. An "impact" assessment for abnormal road usage during the construction of improvements, to be due and payable at the time a building permit is issued for construction on any lot.

E. An assessment or fine for damage to or destruction of Association property by a Member or guest of a Member, said damage or destruction not to include ordinary wear and tear.

F. An assessment or fine levied by the Board for failure by Owner to comply with the rules and regulations of the Association or failure to pay any other assessment or fine levied by the board.

Section 9. Budget.

The Board of Directors shall adopt a proposed annual budget for the planned community, and, within 30 days thereof shall provide to all owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The meeting shall be held not less than 10 nor more than 60 days after mailing of the summary and notice. The budget shall be deemed ratified unless at that meeting a majority of all the owners rejects the budget.

Section 10. Effect of Non-Payment of Assessments; Remedies of the Association; The Personal Obligation of Owner; The Lien.

A. Any assessment or fine levied against a lot remaining unpaid for a period of 30 days or longer shall constitute a lien on that lot when a claim of lien is filed of record in the office of the clerk of superior court in the manner provided in the North Carolina General Statutes, Section 47F-3-116. 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 General Statutes. All fees, charges, late charges, fines, interest, and other charges are enforceable as assessments. The Association shall have any other remedy available under the law.

B. If any assessment against a lot is not paid by the due date, such assessment shall be delinquent and shall bear interest from the due date at the rate of eighteen per cent (18%) per annum, or the maximum interest rate allowed by law, whichever is lower.

C. If any delinquent assessment is not paid within (30) days from the date of the notice of assessment and is placed in the hands of an attorney for collection, there shall be added to the amount due all costs of collection including reasonable attorney's fees.

Section 11. Owner May Not Escape Liability by Non-use of Roads, and/or Common Areas.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the roads, water system and/or common areas or abandonment of his lot.

Section 12. Suspension of Owner's Rights While Delinquent.

- (i) Any period during which any Corporation charge on such member's lot remains unpaid;
- (ii) The period of any continuing violation by such member of the provisions of the Declaration after the existence thereof shall have been declared by the Board;
- (iii) A period to be determined by the Board, for repeated violations of the By-Laws or the rules and regulations of the Corporation.

Section 13. Fines for non-compliance: The Board may levy fines upon any Owner, as determined by the Board, for repeated violations of the Bylaws or the rules and regulations of the Corporation, said fines, if unpaid, shall constitute a lien on the Owner's lot pursuant to Section 10 of this Article V., above.

VI. RESTRICTIONS ON USE

Section 1. Use of Lots Restricted to Residential Purposes.

As a portion of the consideration for each transaction for the sale and purchase of a Lot in the Planned Community subjected to this Declaration, the Owner to whom said Lot is conveyed

stipulates that said Planned Community is a small community, and that a portion of the value and attractiveness of said Lot is the assurance that each residence in the community will be occupied by the Owner of said residence, the non-paying guests of said Owner and certain permitted renters as set forth hereinbelow. Each owner has covenanted to retain possession thereof, and has promised Declarant and all other owners that said residence shall not be rented or leased for any period of time that is less than one (1) week in duration. Each owner further stipulates that the restriction against short term, less than one (1) week in duration rentals was an inducement that leads to the purchase of the Lot.

No lot or portion thereof shall be used except for one single-family residential dwelling, a guesthouse for bona fide, non-paying guests, and out buildings approved by the Architectural Review Committee. There shall be no commercial activity on any lot. For purposes of this Section 1, the rental of the single-family home situated on said lot for a term less than one (1) week in duration shall be considered commercial activity.

Section 2. Site Location.

Residences or recreational vehicles shall be reasonably located on each lot in a manner which shall not encroach on the privacy of the adjacent lot or roads. Such locations must be approved by the Architectural Review Committee, which shall be the sole determiner of the above criteria.

Section 3. Setbacks.

The building site on each lot shall be determined by the Architectural Review Committee, which said Committee shall determine said site with reference to the views specific to said lot and the placement of a structure thereon to maximize said views while preserving the maximum amount of vegetation on said lot.

Section 4. Minimum Square Footage Requirement.

No single-family dwelling situated in the portion of the development known as the "Cabin Area" shall have less than 1,500 square feet and no more than 2,500 square feet of finished, enclosed, heat-able living space in a one story dwelling. In the event that said dwelling shall have more than one story totally above ground level, the first story totally above ground level shall contain at least 900 square feet of finished, enclosed heat-able living space. No single family dwelling situated in the portion known as the "Home Area" shall have less than 2,500 square feet and no more than 7,500 square feet of enclosed, heat-able living space in a one story dwelling. In the event that said dwelling should have more than one story totally above ground level, the first story totally above ground level shall contain at least 1,500 square feet of finished, enclosed heat-able living space. No dwelling shall exceed two stories in height above ground level. The minimum dwelling size may be reduced by the Committee under the variance powers provided for herein where it appears that a small size house will be more suitable for a particular lot and not detrimental to adjoining lots.

Section 5. Completion of Construction.

Construction and improvements, once commenced, shall be completed within eighteen (18) months. Improvements not so completed or construction, which has been partially or totally destroyed and not rebuilt or cleaned away so as to leave a neat and tidy appearance, within twelve (12) months, shall be deemed a nuisance.

Section 6. Maintenance of Lots and Improvements.

All lots, whether occupied or unoccupied, and all improvements placed thereon shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right to rectify such offensive situations, and the costs of such undertakings shall be a special assessment against the lot owner and the lot. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from its actions to so rectify any offensive situations.

Section 7. Burning of Garbage, Trash or Rubbish Prohibited.

No owner shall burn any trash, garbage or refuse on Declaration Property.

Section 8. Storage of Garbage, Trash or Rubbish.

No owner shall accumulate on his lot any junk vehicles, or any litter or garbage except in receptacles provided by owner for such purposes. All rubbish, garbage, trash receptacles and fuel storage tanks shall be buried for concealment or covered in a manner so as not be visible from any roadway or from adjacent property.

Section 9. Portable Structures Prohibited.

No travel trailer, mobile home, relocatable dwelling, tent, lean-to or other temporary structure may be placed or erected on any lot except that temporary structures, trailers or the like may be permitted by the Architectural Review Committee when used in the process of erection of improvements to said parcel, or for promotional activities.

Section 10. Resubdivision of a Lot.

No original lot may be subdivided.

Section 11. Access to Lots.

There shall be no access to any lot within Declaration Property except from designated roads as contained on the plat. There shall be no access from any lot within the subdivision to any adjacent lands not within Declaration Property. No owner may grant a right-of-way through his lot for the purpose of affording access to property not within Declaration Property. This provision shall not apply to the Declarant.

Section 12. Animals.

No animals other than those usually considered to be household pets shall be kept or maintained on any lot, and such pets shall be kept reasonably confined so as to not become a nuisance. No animals shall be commercially raised or bred for resale or distribution to others. For purposes of this Section 12, the occasional litterer of puppies or kittens shall not be considered commercial breeding of animals, however, the continued breeding of the animal and placement of babies shall be in violation of this Section 12 and deemed a nuisance.

Section 13. Signs.

No signs other than the owner's name or identification of the owner's property shall be permitted on any lots; provided, however, that the Architectural Review Committee shall have the right to determine the kind, size and location of all permitted signs. This provision shall not apply to Declarant.

Section 14. Overnight Camping Provision.

Overnight camping on any lot is prohibited.

Section 15. Recreational Vehicles, Boats and Trailers.

Recreational vehicles shall be permitted on lots, provided, however, that the Architectural Review Committee shall have the right to approve or disapprove the location for storage of the said vehicle, design and/or appearance of any such vehicle prior to the location of such vehicle on Declaration Property.

Section 16. Motorcycles.

No motorcycle, motor bicycle, "dirt bike", "4-Wheeler", "off-road vehicle" or other such vehicle shall be operated on any lot or roadway in Declaration property. (Since one of its purposes is to limit noise, this restriction shall be broadly construed to include all such vehicles, notwithstanding the number of wheels.) Motorcycles used only for ingress and egress to lots are permitted as are motorized golf carts, "Mules" and "Polaris" when used only for ingress and egress to common areas and on individual lots by the owners of said lots.

Section 17. Nuisance.

No nuisance, and no noxious or offensive activities or noise shall be permitted.

Section 18. Water Impoundment.

No impounding of water on any lot shall be permitted, unless approved by the Architectural Review Committee.

Section 19. Removal of Trees and Shrubs.

No trees measuring ten inches (10") or more in diameter at four feet (4') above ground level may be removed from any lot without the prior written consent of the Architectural Review Committee nor may any native flowering shrubs and trees such as wild Azalea, Laurel, Dogwood, Rhododendron, Dog Hobble and Sarvis Berry be removed from any lot or embankment without the prior written consent of the Architectural and Architectural Review Committee. The Committee shall have the power to fine any Owner for wrongful removal of any such trees and shrubs as described herein without the prior written consent of the Committee, and the power to fine any Owner for the cost of replacing the wrongfully removed trees and/or shrubs, which said fines and the procedure to levy said fines are as set forth in the Architectural and Architectural Design Guidelines. In the event Owner fails to pay said fines within thirty (30) days of notice thereof, the sum shall constitute a lien of the Owner's lot when a claim of lien is filed of record in the office of the clerk of superior court as set forth in Article V, Section 10 of this Declaration.

VII. EASEMENTS

Section 1. Reservations of Easements.

The following easements over each lot and the right of ingress and egress to the extent reasonably necessary to exercise such easements are reserved to Declarant, its successors and assigns.

(A) Utilities. A ten (10) foot wide strip running along the inside of all lot lines (except those lot lines coincident with street rights-of-way lines) for the installation, maintenance and operation of underground utilities including radio and television transmission cables and the accessory right to cut, trim or remove trees and plantings wherever necessary upon such lots in connection with such installation, maintenance and operation;

(B) Roadways. Rights-of-way shall be as shown on recorded plats of the Declaration Property;

(C) Other Easements. Any other easements shown on the plat.

Section 2. Use or Maintenance by Owners.

The areas of any lots affected by the easements reserved herein shall be maintained continuously by the owner of such lot with the exception of the actual roadways, which shall be maintained by the Association. No structures, plantings or other materials shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except those for which a public authority or utility company is responsible.

Section 3. Limitation on Liability for Use of Easement.

No owner shall have any claim or cause of action against Declarant or its licensees arising out of exercise or non-exercise of any easement reserved hereunder or shown on the plat.

VIII. CONTROL OF IMPROVEMENTS; THE ARCHITECTURAL CONTROL COMMITTEE.

There is hereby created an Architectural Review Committee, which shall perform the duties required of it by this Declaration.

Section 1. Improvements Prohibited Without Approval.

No tree or shrub may be removed (as set forth in Article VI, Section 19, hereinabove, and no building, fence, wall, satellite dish antenna or other structure shall be commenced, erected,



maintained or placed upon any lot nor shall any exterior change or alteration to any residence or improvement thereon be made upon any lot until the plans and specifications showing the nature, kind, shape, height, materials, square footage of finished, enclosed, heatable living space, and location of the same shall have been submitted to the Architectural Review Committee in the manner and form prescribed by it and approved by it. The application shall be accompanied by the number of sets of plans and specifications required by the Architectural Review Committee guidelines, which shall show all information, including but not limited to the location of all improvements, if any, existing upon said lot, the location of the improvements proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping and any other information which the committee may require. No utility lines other than underground lines shall be placed on or above any lot.

Section 2. Approvals Other Than for Improvements Required by Architectural Review Committee.

Where the approval of the Architectural Review Committee is required in matters other than the above by this Declaration, requests for such approval shall be submitted in writing to the Committee in the manner and form prescribed by it. The application shall show in sufficient detail those factors necessary for the Committee to render a decision on the request.

Section 3. Grounds for Disapproval.

The Committee may disapprove any applications:

(A) If, in the judgment of a majority of the Committee reasonably exercised, the proposed request fails to meet the criteria set forth in this Declaration.

(B) Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvements on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height, or style of the proposed improvements, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon;

(C) If, in the judgment of a majority of the Committee reasonably exercised, the proposed improvements would not be harmonious with the improvements erected on other lots.

Section 4. Rules and Regulations

The Committee shall, from time to time adopt written rules and regulations or general application governing its procedures which shall include, among other things, provisions for the form and content of applications; required number of copies of plats and specifications; provisions for notice of approval or disapproval, including a thirty (30) day time period after approval becomes automatic by reason of failure to disapprove.

Section 5. Variances.

The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owners of other lots.

Section 6. Certification of Compliance.

At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such forms, as it shall furnish, from the contractor, owner, or a licensed surveyor that such improvement does not violate any setback, ordinance, or statute nor encroach upon any easement or right-of-way of record.

Section 7. Liability.

Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, Declarant, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans for specification shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant there.

Section 8. Appeals.

Any applicant shall have the right to appeal to the Board of Directors of the Association any decision of the Committee within thirty (30) days after entry of such decision.

Section 9. Certificate of Completion.

Upon completion of the improvement of a lot in accordance with the plans and specifications approved by the Committee, and payment of any fines levied by the Committee, the Committee shall issue a Certificate of Completion.

Section 10. Committee Membership.

The Committee shall be composed of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant. The power to appoint or remove Committee members shall be transferred to the Association upon the sale of all lots within Declaration Property or at such time as Declarant in its sole discretion elects.

**IX. GENERAL PROVISIONS**

Section 1. Covenants, Conditions, Restrictions and Easements Run with Land.

All covenants, conditions, restrictions and easements contained in this Declaration shall constitute covenants running with land.

Section 2. Grantee's Acceptance.

Each owner of any lot, by acceptance of title thereto, or by the execution of a contract for the purchase thereof, shall accept such title or contract subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges, and immunities of Declarant and of the Association. Such owner or contracting party, for himself, his heirs, assigns, and successors, covenants, consents and agrees to and with the Declarant, the Association and the owner of each other lot to keep, observe, comply, and perform the covenants, conditions and restrictions contained in this Declaration.

**X. REMEDIES**

Section 1. Enforcement.

The Declarant, Association and each person to whose benefit this Declaration inures, may proceed at law or in equity to prevent the occurrence, continuance, or violation of any provisions of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorneys' fees.

Section 2. Cumulative Rights.

Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity.

No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provisions of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

Section 3. Effect of Waiver of Violation.

No waiver of a breach or violation of any of the covenants, conditions, restrictions and easements in this Declaration shall be construed as a waiver of any succeeding breach of the same covenant, conditions, restriction and waiver.

**XI. SEVERABILITY**

Each provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

**XII. TERM AND AMENDMENT**

The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in Declaration Property until June 30, 2024, A.D., after which time they shall be automatically extended for successive periods of ten (10) years unless affirmative vote of a seventy-five percent (75%) of the voting Members of the Association decides to the contrary.

During the time period that the Declarant appoints the Board of Directors of the Association (Article V, Section 5) and the Architectural Review Committee (Article VIII, Section 10), (hereinafter "Declarant Control Period") this Declaration may be amended by the Declarant without joinder of the owners or the Association except that the Declarant shall amend Article VI, Restrictions on Use, only by affirmative vote or written agreement signed by owners of lots to which at least seventy-five percent (75%) of the votes in the Association are allocated. After the termination of the Declarant Control Period, this Declaration may be amended only by affirmative vote or written agreement signed by owners of lots to which at least seventy-five percent (75%) of the votes in the Association are allocated. Every amendment to the Declaration shall be recorded in the county in which the Property is located.

**XIII. GENDER**

Wherever the context so requires, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 6<sup>th</sup> day of April, 2004.

**BRIDGE CREEK ASSOCIATES, LLC, a North Carolina limited liability company**

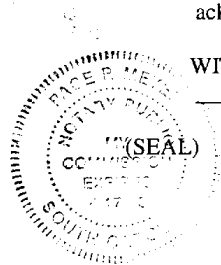
**BY: Laurel One Corporation, a South Carolina corporation, Manager**

By: Boyd C. Hipp, II (SEAL)  
Name: Boyd C. Hipp, II  
Title: President

STATE OF South Carolina  
COUNTY OF Charleston

I, a Notary Public of the County and State aforesaid, do hereby certify that BOYD C. HIPPI, II, President of LAUREL ONE CORPORATION, a South Carolina corporation, Manager of BRIDGE CREEK ASSOCIATES, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 6<sup>th</sup> day of April, 2004.



Paige P. Meyer  
Notary Public

My Commission Expires: 4-17-13