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Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3714 PG 770-793

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STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARSH HAVEN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARSH HAVEN is made this 10th day of January, 2012 by the undersigned Mid-Atlantic IRA, LLC, FBO Cameron L. Smith IRA, as Declarant and Developer of Marsh Haven, a planned community in Stump Sound Township, Onslow County.

WITNESSETH:

WHEREAS, MARSH HAVEN is a real estate development located in Onslow County, North Carolina further identified on following map(s):

A. "Marsh Haven, Section I" recorded in Map Book 63, Pages 50, 50A, 50B, 50C, 50D, 50E, 50F, 50G and 50H, Onslow County Registry.

WHEREAS, MARSH HAVEN was developed by Mid-Atlantic IRA, LLC, FBO Cameron L. Smith IRA, hereinafter referred to as "Declarant" or "Developer"; and

WHEREAS, MARSH HAVEN HOA, INC., a non-profit corporation, will be the acting representative of its members who are Lot Owners in **MARSH HAVEN**; and it was the intent of the Developer, at the time of the conveyance of a Lot to an Owner, to make available certain Common Areas and amenities on the Property, if any, as they were built, and, to convey, upon completion of the development, the entire Property, excluding the Lots and publicly dedicated streets, if any, without cost or charge to the Association; and

WHEREAS, it is the desire of Declarant, the entity formed as **MARSH HAVEN HOA, INC.**, and the Lot Owners of **MARSH HAVEN** to subject themselves and all future Lot Owners to the North Carolina Planned Community Act, N.C. Gen. Stat. Chapter 47F; and

NOW, THEREFORE, Declarant and the entity formed as **MARSH HAVEN HOA, INC.**, hereby declare that all of the Lots and Common Areas, as defined herein, located within the Subdivision are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants, conditions and restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of said lots. All of these restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable in and to the Property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any of the Property.

ARTICLE I
DEFINITIONS

Section 1.1 "Annual Organizational Board Meeting" means the annual organizational board meeting of the Board, which shall take place immediately after each Annual Meeting of the Members.

Section 1.2 "Annual Meeting" means the annual meeting of the Members held in Onslow County, North Carolina, within the last quarter of each calendar year, upon proper notice, at a date, time and place from time to time designated by the Board. The first Annual Meeting of the Members shall be held within one (1) year from the date of incorporation on such date as the initial Board shall determine.

Section 1.3 "Articles" or "Articles of Incorporation" shall mean those articles, to be filed with the Secretary of State of North Carolina, incorporating **MARSH HAVEN HOA, INC.**, as a nonprofit corporation under the provisions of North Carolina State law, as the same may be amended from time to time.

Section 1.4 "Assessments" means Regular Assessments, Special Assessments, Working Capital Assessments, Individual Assessments, and Fine Assessments.

Section 1.5 "Association" shall mean and refer to **MARSH HAVEN HOA, INC.**, a non-profit corporation, its successors and assigns.

Section 1.6 "Board" or "Board of Directors" shall mean and refer to the body, regardless of name, designated in the Declaration to act on behalf of the Association.

Section 1.7 "Bylaws" shall mean the bylaws of the Association, as the same may be amended from time to time.

Section 1.8 "Committee" shall mean and refer to the Architectural Review Committee established for the purposes of administering control over architectural, landscaping and related matters, as provided herein.

Section 1.9 "Constituent Documents" shall mean the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations, if any, and any other basic documents used to create and govern the Subdivision.

Section 1.10 "Common Area" shall mean all property owned by the Association for the common use and enjoyment of all or a designated class of members. Common Area includes without limitation all existing and future roads and right-of-ways and all sidewalks, greenways, median strips, cul-de-sac centers, planting areas, recreational areas, gazebos, open space, waste water drain fields, and

ARBITRATION Let such the Arbitrator decide, subject thereto, **THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING** on the parties hereto, and judgment may be entered in any court having jurisdiction thereof. **Section 3.2 Arbitration Costs.** Each party shall bear its own costs and expenses in connection with the arbitration proceeding and any litigation that may arise as a result of the arbitration proceeding, but shall share the fees of the arbitrator equally. **Section 3.3 Continuation of Arbitration.** Notwithstanding the fact that a dispute between the parties may be in the process of arbitration, the parties shall continue to do all things required hereunder and thereunder during the period of such arbitration, including, without limitation, continuing to exercise all their respective rights and perform all their respective obligations hereunder and thereunder in accordance with the terms and conditions hereof and thereof, and the commencement of arbitration shall not be a bar to the exercise by any party of its remedies in accordance herein and therein during such period.

Section 3.4 Remedies Cumulative. Each party shall be and hereby is authorized by the other party to take such action as such party deems necessary or advisable, without prior notice to the other party, to protect such party's rights under this Agreement and under any other agreement or instrument executed in connection herewith or therewith, including, without limitation, such action as such party deems necessary or advisable to protect such party's rights in and to the Shares held by such party and to protect such party's rights in and to the Company's books and records, and such party shall be entitled to seek such equitable relief as such party deems necessary or advisable in connection therewith, including, without limitation, specific performance of any provision hereof or thereof, or an injunction against violation of any provision hereof or thereof, whether such violation is threatened or actual. Such remedies shall be cumulative and not exclusive and shall be in addition to any other remedy which such party may have under this Agreement or any other agreement or instrument executed in connection herewith or therewith or under any law or in equity.

Section 3.5 Waiver. Each party hereby waives any claim or defense that arbitration is not a valid, enforceable and irrevocable remedy for any dispute between the parties hereunder or under any other agreement or instrument executed in connection herewith or therewith, or that any such agreement or instrument is not valid, enforceable and irrevocable as to such dispute.

ARTICLE 4.1 "**DEFINITIONS**" Shall have the meaning ascribed thereto in Section 1 hereinabove. The capitalized terms used herein shall have the meanings ascribed to them hereinabove.

ARTICLE 4.2 OPTIONS TO PURCHASE THE PER 8 **THE COMPANY CONTROL BOOK** Series and an Aggregate Amount of Shares.

ARTICLE 4.3 PRICE PER SHARE TO BE PAID FOR THE SHARES OF THE COMPANY Series and an Aggregate Amount of Shares.

Pursuant to "Control Transaction" or "Control Transaction" means a series of or transactions by which the Company shall be deemed to be a "Control Transaction" or "Control Transaction" for purposes hereunder.

Section 4.4 Each Share Bond and Option are entitled to an equivalent number of the Plan Shares and Bonds and Options, as the Plan Shares, Bonds and Options.

ARTICLE 4.5 OPTIONS TO PURCHASE THE PER 8 **THE COMPANY CONTROL BOOK** Series and an Aggregate Amount of Shares.

Section 1.19 "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 located within the Subdivision, 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.

Section 1.20 "Planned Community" means real estate with respect to which any person, by virtue of that person's ownership of a Lot, is expressly obligated by a declaration to pay real property taxes, insurance premiums, or other expenses to maintain, improve, or benefit other Lots or other real estate described in the Declaration. "Ownership of a Lot" does not include holding a leasehold interest of less than 20 years in a Lot, including renewal options.

Section 1.21 "Plats" shall mean and refer to the record plats of the Subdivision recorded by Declarant, as the same may be amended or supplemented by Declarant from time to time.

Section 1.22 "Property" or "Subdivision" generally means the lands being developed and known as **MARSH HAVEN** located in Onslow County, North Carolina, and being all of the property shown on map(s) thereof recorded in Map Book 63, Pages 50, 50A, 50B, 50C, 50D, 50E, 50F, 50G and 50H, Onslow County Registry, to which map(s) reference is hereby made for a more complete description; and any additional property which Declarant may make a part of **MARSH HAVEN**, as provided for in the Restrictive Covenants. The terms "Property", "Subdivision" and **MARSH HAVEN** are interchangeable.

Section 1.23 "Special Declarant Rights" means rights reserved for the benefit of the Declarant, including, without limitation, any right (i) to complete improvements indicated on plats and plans filed with the Declaration; (ii) to exercise any developement right; (iii) to maintain sales offices, management offices, signs advertising the Subdivision, and models; (iv) to use easements through the Common Area for the purpose of making improvements within the Subdivision or within real estate which may be added to the Subdivision; (v) to make the Subdivision party of a larger planned community or group of planned communities; (vi) to make the Subdivision subject to a master association; or (vii) to appoint or remove any officer or Board of Directors member of the Association or any master association during any period of Declarant control.

When applicable for the sense of this instrument, the singular should be read as including the plural and the male, female, and neuter pronouns and adjectives should be read as interchangeable.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1 Property Presently Subject To These Restrictions. **MARSH HAVEN**, Section 1, the real property which is, and shall be held, transferred, sold, conveyed and occupied subject to these Declarations and the Bylaws, irrespective of whether there may be additions thereto as hereinafter provided, is located in Stump Sound Township, Onslow County, North Carolina and is shown as all of those certain residential Lots on maps recorded in Map Book 63, Pages 50, 50A, 50B, 50C, 50D, 50E, 50F, 50G and 50H, Onslow County Registry.

Section 2.2 Additions To Existing Property. As provided for herein, it is understood that Declarant, its successors and assigns, may develop, subdivide, or sell additional tracts or parcels of land. Additional property, including any additions (including real property and/or improvements) to the Common Area, which may be made by Declarant at its sole and complete discretion, and property adjacent thereto may be brought

within the scheme of these Declarations and the Bylaws and the future jurisdiction of the **MARSH HAVEN HOA, INC.** in the following ways:

a. The Declarant reserves the right to develop and subject to these Declarations and the Bylaws any or all of the Property described in SCHEDULE A, which is attached hereto and incorporated herein by reference. Each, any or all of the Property may be annexed to the properties by Declarant, at its sole and absolute discretion, and brought within the scheme of these Declarations and the Bylaws and within the jurisdiction of the Association, in future stages of development without the consent of the Association or its Members; provided, however, that said annexations, if any, must occur within twenty (20) years after the date of this instrument.

b. At Declarant's sole and absolute discretion, additional adjacent properties (adjacent being defined as inclusive of properties across a right of way or body of water) and Common Area consisting of not more than FIVE HUNDRED (500) acres, located outside of the area described in the aforementioned SCHEDULE A may be annexed to the properties and brought within the scheme of this Declarations and the Bylaws and the jurisdiction of the Association in future stages of development without the consent of the Association or its members; provided, however, that said annexations, if any must occur within twenty (20) years after the date of this instrument.

c. The additions authorized under subsections a. and b. shall be made by filing of record Supplementary Restrictive Covenants of **MARSH HAVEN** and by filing of record Supplementary Bylaws of **MARSH HAVEN HOA, INC.**, with respect to the additional properties which shall extend the scheme of the Declarations and the Bylaws of 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 Restrictive Covenants and Bylaws may contain such complementary additions and modifications of these Declarations and the Bylaws as may be necessary to reflect only the different character and density of housing planned on the added properties and as are not inconsistent with the provisions of these Restrictions and the Bylaws.

d. The Declarant, for itself and the Association, reserves the right to grant unto property owners of properties adjacent to or near **MARSH HAVEN**, the right to ingress, egress, regress and utilities through **MARSH HAVEN** as it now exists or as it may be expanded as set forth herein. The Declarant and/or the Association, may cause any and all roads constructed in this development, or which may be constructed, to become a servient estate to other real property for the sole purpose of ingress, egress, regress and utilities to said dominant estate property or to any future recreational facilities such as a recreational area. The Declarant may grant said easement without the consent of the Association.

e. The Declarant reserves the right to subject the real property in this Subdivision to an agreement for installation of underground electric system and street lighting, for, among other things, the installation of underground electrical service and the installation of street lighting, which will require each Lot Owner to make a continuing monthly payment to JOEMC (Jones Onslow Electric Membership Corporation) for street lighting service and other services.

ARTICLE III
PROPERTY RIGHTS IN COMMON AREAS

Section 3.1 Owner's Easements of Enjoyment. The Declarant makes no representation in this Declaration as to the type, quality or amount of Common Areas and improvements other than shown on the Final Plat as approved by the Onslow County Planning Board and subject to any contractual arrangements entered into by Declarant prior to the filing and approval of said Final Plat and/or subject to any contractual arrangements between the Association and a third party. However, every Lot Owner shall have a right

and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the aforesaid and the following provisions:

i) The right of the Declarant to modify the Lot lines and adjacent Common Areas shown on any plat of the Property. Said modifications of Common Area must be reasonable in type and amount.

ii) The right of the Declarant, prior to the filing and approval of a Final Plat, and the Association, after the filing of and approval of said Final Plat, to enter into contractual arrangements with a third party for the construction of amenities and management of said amenities.

iii) The right of the Board to, at its discretion (a) fine or impose a penalty in accordance with any provisions set forth or provided for herein or the Bylaws, (b) suspend the right of any Owner or the privilege of any Member to use such portion(s) of the Common Areas that are recreational in nature as determined by the Board, or (c) suspend voting rights of such Member, for any infraction of the Declaration, Articles, Bylaws, and Rules and Regulations relating to the Common Areas, for a period not to exceed sixty (60) days after such infraction is remedied, or for any non-payment or delinquency of the Assessments against such Owner's Lot for a period not to exceed sixty (60) days after such non-payment or delinquency is remedied;

iv) The right of the Board to adopt and enforce and from time to time amend reasonable limitations upon use and Rules and Regulations pertaining to the use of the Common Areas, including regulations limiting guests of Owners and Tenants who may use the Common Areas at any one time;

v) The right of the Association to grant permits, licenses and public or private easements over Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property;

vi) The right of the Association to dedicate or convey portions of the Common Areas to applicable governmental authorities for park or other public purposes; or

vii) The right of the Association to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property, including common areas and any amenities constructed thereon, for money borrowed or debts incurred.

Section 3.2 Extension of Use By Owners. Any Owner may extend his right of enjoyment to the Common Areas to the immediate and/or extended members of his family, his Tenants, guests or contract purchasers of the Owner's Lot.

Section 3.3 Extension Of Use By Association. The Association, or its assigns, shall have the right to permit any person the use of the Common Areas and amenities constructed thereon and may charge reasonable fees and contribution amounts for the use of the Common Areas and any amenities constructed thereon, unless otherwise prohibited.

Section 3.4 Reservation By Declarant. The Declarant further reserves to itself, its successors and assigns, the right to erect and maintain utilities, drainways and other public conveniences in Common Areas, including the right to cut any trees, bushes or shrubbery, make any grading in the soil, build buildings or

ON NO TERM SHALL OUR CUMULATIVE LIABILITY EXCEED THE GREATER OF TWENTY (20) EUROPEAN DOLLARS (€20.00) OR THE AMOUNT ACTUALLY PAID BY YOU.

7.2. 3.2 WITHOUT LIMITATION, THE FOREGOING SHALL EXPRESSLY EXCLUDE ANY LIABILITY FOR LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION.

7.3. 3.3 NOTHING IN THIS AGREEMENT SHALL LIMIT OUR LIABILITY TO YOU IN RESPECT OF ANY FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

7.4. Nothing in this Agreement shall prejudice the statutory rights of a consumer under applicable EU consumer protection laws, including but not limited to Directive 2011/83/EU and the Consumer Rights Act 2015 (UK), where applicable.

8. Intellectual Property. 8.1 All rights in and to the Platform, including but not limited to the Innovation and the Intellectual Property, remain the sole property of Pixelbay.

9. Licensing Clause. The Innovation shall from time to time, under and subject to the terms and conditions hereinafter set forth, be made available to Licensees through the Platform.

10. Warranties. 10.1 Pixelbay represents and warrants that it has the right to license the Innovation to Licensees through the Platform on the terms and conditions of this Agreement.

10.2 Pixelbay does not warrant that the Innovation will be free from errors, defects or bugs, or that its use will be uninterrupted or error-free. The Innovation is provided "as is" and "as available" to the extent permitted by applicable law.

11. Indemnification. 11.1 You shall indemnify, defend and hold harmless Pixelbay, its officers, directors, employees and agents, from and against any claims, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with your use of the Innovation, your breach of this Agreement, or your violation of any third party rights.

12. Termination. 12.1 Either party may terminate this Agreement upon thirty (30) days' written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within the notice period. Pixelbay may also terminate this Agreement immediately if Licensee violates the Pixelbay Fair Use Policy or any other Pixelbay policy.

13. Miscellaneous. 13.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings and representations, whether oral or written.

13.2 No failure or delay by Pixelbay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13.3 If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.

13.4 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflicts of law provisions. The parties agree that any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Amsterdam, Netherlands.

13.5 Pixelbay reserves the right to modify this Agreement at any time by posting the revised version on its website. Your continued use of the Innovation after such modification constitutes your acceptance of the revised Agreement.

13.6 Pixelbay may assign its rights and obligations under this Agreement to any affiliate or successor in interest without your consent.

13.7 Pixelbay shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Pixelbay's reasonable control, including but not limited to acts of God, war, riot, embargo, fire, flood, accident, strike, lockout, shortage of transportation, government action or inaction, or any similar or dissimilar cause.

13.8 Nothing in this Agreement shall be deemed to create a partnership, joint venture, agency or any other form of legal association between the parties.

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.

4.1.3 Declarant's Construction Office Provision. 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.

Section 4.2 Landscaping Requirements. All front and side yards shall be sodded. Further, all trash receptacles, heat pumps, and other outside mechanical equipment shall be screened from view. All of the provisions of this paragraph shall be a part of the original construction plans.

4.2.1 Removal Of Trees. During construction, no trees of any kind [except pine trees and gum trees] in excess of five (5) inches in diameter at the ground level may be removed from any Lot without the prior approval of the Committee, unless those trees are within the building site or within twelve (12) feet of the main dwelling. After the initial construction of the Dwelling Unit, no trees that lie twelve (12) feet or more from the main dwelling may be removed from any Lot without the prior approval of the Committee. The Association may issue a fine to a Lot Owner in the amount of One Hundred Dollars ($100.00) for each tree removed without permission from the Committee. Additionally, the Committee may require any removed tree(s) to be replaced by the Lot Owner, at the Lot Owner's expense, with trees of the same size, age, and species as the tree(s) removed.

4.2.2 Clearing. No clearing of any type shall be permitted on any Lot without prior approval from the Committee.

Section 4.3 Architectural Review Committee Approval Required. The design, location and complete construction plans (hereinafter "plans") of all improvements on each Lot (regardless of when such improvements are made) and the landscaping of each Lot must be approved in advance by the Architectural Review Committee, hereinafter referred to as the "Committee," which Committee is established pursuant to the Bylaws. No building, fence, wall, bulkhead, dock, pier, pool, outbuilding, driveway or any other accessory feature to the Dwelling Unit or any other structure upon any Lot shall be commenced, erected, placed, maintained or altered on any Lot or combination of contiguous Lots, nor shall the grade or elevation or physical characteristics of any Lot, combination of contiguous Lots, or portions of a Lot or Lots thereof be altered in any way whatsoever, until the proposed building plans, specifications, exterior colors and finishes, site and grading plans (showing the proposed location of such building or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site) and the construction schedule have been approved in writing by the Committee. The Committee's refusal to approve any such plans, location or specification may be based by the Committee upon any ground, including purely aesthetic and environmental considerations, that it, in its sole and uncontrolled discretion, shall deem sufficient.

Without prior written consent of the Committee, no changes or deviations in or from such plans or specifications as approved shall be made. No alterations in the exterior appearance of any building or structure, or changes in the grade, elevation or physical characteristics of any Lot shall be made without prior approval by the Committee. The Plans shall include the complete construction plans, the plot plan (showing proposed location and elevation of each building, fences, walks, drives, parking area, etc.), proposed building plans and specifications, exterior color, finish and materials. One (1) copy of all plans and related data shall be furnished to the Committee for its records. The Committee shall not be responsible for any structural or other defects in plans and specifications submitted to it or in any structure erected according to such plans and specifications. The Committee may require additional data from any Lot Owner, including data relating to adjacent and related Lots and related matters such as water

Stormwater Management Permit. The following covenants are to run with the land and be binding on all persons and parties claiming under them and may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

a) **The maximum allowable built-upon area per lot is as follows:**

- 3,900 square feet for Lots 1-82

- 4,000 square feet for lots 83-149

This allotted amount includes any built-upon area constructed within the Lot boundaries and that portion of the right of way between the front Lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, pavement, asphalt, concrete, gravel, brick, stone, slate and coquina, walkways, or patios of brick, stone, or slate, but does not include raised, open wood decking or the water surface of swimming pools. Declarant reserves the right to recalculate the maximum allowable built-upon areas if required or allowed by applicable regulations.

b) Filling in, piping or altering any vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is prohibited by any persons.

c) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.

d) Lots within the CAMA'S Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC. Where the DCM calculates a different maximum allowed BUA for a Lot than is listed here, the more restrictive shall apply.

e) A 30 foot vegetated buffer must be maintained adjacent all surface waters, measured horizontally from and perpendicular to the normal pool of impounded structures, the top of bank of each side of rivers and streams and the Mean High Water line of tidal waters.

f) All roof drains shall terminate at the edge of the 30-foot buffer.

g) Built-upon area in excess of the permitted amount will require a permit modification.

Section 4.7 Excavation Prohibited. There shall be no excavation on any Lot which does not pertain to the building or construction of a Dwelling Unit.

4.8 Wastewater. All Dwelling Units constructed in MARSH HAVEN must be supplied with wastewater treatment and with water for normal domestic use as supplied by licensed utility providers. Declarant or the Association may contract with for services:

1) Owners understand Declarant is constructing an off-site wastewater system for the Lots in Section I of MARSH HAVEN, which system is governed by the SEPTIC SYSTEM AGREEMENT AND DEED OF EASEMENT recorded at Book ___, Page ___ of the Onslow County Registry and incorporated herein. Lot Owners in Section I agree Declarant may contract with a licensed operator or private company to maintain the off-site wastewater system. Lot Owners in Section I shall be responsible for all periodic fees and other fees charged by the licensed operator or private company for continuing service to the individual Lot. These fees may be increased by the company or regulatory agency responsible for maintaining the waste water lines and will be assessed against all applicable Lot Owners in Section I as a Limited

LIMITED TRADE PARTNER, LLC STRONGLY URGES YOU TO REVIEW THIS AGREEMENT WITH YOUR LEGAL ADVISOR BEFORE YOU SIGN IT. This Agreement is a binding legal contract. It sets forth the terms and conditions under which **LIMITED TRADE PARTNER, LLC** (hereinafter sometimes referred to as the "LTP" or "Company") and the undersigned Independent Contractor (hereinafter sometimes referred to as the "Contractor" or "Member") will do business with each other. Contractor and Company are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, Company is a multi-level marketing company that markets and distributes products and services through its Independent Contractor Members, or other entities or individuals, in accordance with the Company's Policies and Procedures (the "Policies").

WHEREAS, Contractor desires to become a Member of the Company and participate in the Company's multi-level marketing program (the "Program") and wishes to be bound by the terms and conditions of this Agreement and the Company's Policies.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1.1 APPOINTMENT. Company hereby appoints Contractor as an Independent Contractor Member of the Company's Program, and Contractor hereby accepts such appointment, subject to the terms and conditions of this Agreement and the Company's Policies, which are incorporated herein by reference and made a part hereof. The Parties hereby acknowledge and agree that Contractor is an independent contractor and not an employee, agent, partner or joint venturer of Company.

SECTION 1.2 APPROVAL PERIOD.

(a) Expiration Date. All Contractor Agreements between the Parties **EXPIRE ON THE FIRST DAY OF EACH CALENDAR YEAR** (the "Expiration Date") and must be renewed annually in accordance with Policies, applicable law and qualifications of the Contractor.

(b) Automatic Renewal. Contractor agrees to automatically renew Contract for each successive calendar year, unless Contractor provides written notice of non-renewal to Company at least ten (10) days prior to the Expiration Date. Notice of non-renewal must be sent to the Company at 1000 Blue Ridge Blvd, Suite 200, Kansas City, MO 64133, with a delivery receipt or by e-mail to support@ltp.com.

(c) Cancellation. Non-renewal is not a cancellation or termination.

Section 1.3 RIGHTS. Policies. Contractor acknowledges and agrees that Contractor is entitled to the rights and privileges of a Member only so long as Contractor is in compliance with the Policies.

SECTION 1.4 INDEPENDENT CONTRACTOR STATUS. Contractor acknowledges and agrees that Contractor is an independent contractor and not an employee, agent, partner or joint venturer of the Company. Contractor acknowledges and agrees that Contractor is responsible for all taxes, withholdings, and other payments and contributions required by all governmental laws that may be applicable to Contractor's business and Contractor's receipt of commissions and other payments from the Company. Contractor shall indemnify the Company for any liability, loss, or expense incurred by the Company as a result of Contractor's failure to withhold and remit such taxes or to make such payments and contributions.

Section 1.5 NO AUTHORITY TO BIND COMPANY. Contractor shall not have any authority to bind the Company to any obligation or to represent to any third party that Contractor has such authority. Contractor shall not represent to any third party that Contractor is an employee, agent, partner or joint venturer of the Company. Contractor shall not represent to any third party that Contractor is a Member of the Company or participant in the Program except as Contractor is authorized to do so by the Company in writing.

Section 1.6 NO EXCLUSIVITY. This Contract is not an exclusive agreement. Company may enter into other agreements with other Contractors, Members, or other persons or entities, and may do business with other Contractors, Members, or other persons or entities, in such manner as Company deems appropriate in its sole discretion. Contractor is free to engage in other business activities, including selling or marketing of the products or services of other companies, so long as such activities do not violate the terms of this Agreement or the Policies.

Section 4.12 General/Miscellaneous Use Restrictions. It shall be the responsibility of each Lot Owner to prevent any unclean, unsightly or unkempt condition of buildings or ground on such Lot consistent with the Subdivision as determined by the Board of Directors. The standard of performance for maintenance as used herein shall include, without limitation, maintenance, repair and replacement as needed, as well as other duties, as the Board of Directors may determine necessary or appropriate to satisfy the Community-Wide standard as established by the Board Of Directors. All maintenance shall be performed in a manner consistent with the Community-Wide standard for the Subdivision and all of the applicable restrictive covenants.

4.12.1 Failure To Maintain, Remedies Of Association. If, in the opinion of the Association, any Owner shall fail to maintain any Lot owned by such Owner in a manner which is reasonably neat and orderly and as is required by these Restrictions, all in the sole opinion of the Association, the Association in its sole discretion, by an affirmative vote of a majority of the members of the Board of Directors, and following ten (10) days written notice to the Lot Owner, may enter upon and make or cause to be made the repairs or maintenance to the Lot as the removal of trash, cutting of grass, pruning of shrubbery, weeding and items of erosion control. The Association shall have an easement for the purpose of accomplishing the foregoing. The reasonable cost incurred by the Association in rendering all such service, plus a service charge of fifteen percent (15%) of such cost, shall be added to and become an Individual Assessment to which the Lot is subject.

4.12.2 Trash. 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 not be kept, except in sanitary containers screened from view from all roads, all other Lots and from the Common Area provided that the Declarant, prior to the sale of such Lot, may use portions of such lot as a burial pit in accordance with governmental regulations.

4.12.3 Gas Containers And Oil Tanks. Bottled gas containers and oil tanks shall be screened from view from all roads, all other Lots and from the Common Area.

4.12.4 Swimming Pools. There shall be no above-ground swimming pools on any Lot. Inflatable "kiddie pools" are permitted.

4.12.5 Clotheslines. No outside clotheslines are permitted.

4.12.6 Satellite Dishes. No satellite dishes more than twenty-four (24) inches in diameter shall be permitted and the location of all satellite dishes must be approved by the Committee before installation.

4.12.7 Fences. Fences shall be of a design, color and choice of materials as designated by the Declarant, or, if the Declarant so designates, by the Committee. No chain link fence shall be allowed on any Lot.

4.12.8 Mail Boxes. Mail boxes shall be of a design, color, and choice of materials, including style and model number as designated by the Declarant, or if the Declarant so designates, by the Committee; further, the placement of all mail boxes shall be as designated by the Declarant, or if the Declarant so designates, by the committee. No separate newspaper boxes are permitted for any Lot. Newspaper boxes may be combined with mail boxes on one post when the design of the boxes, post and the placement thereof has been approved by the Committee. The provisions of this paragraph shall not violate North Carolina Department of Transportation standards.

4.7.7 Online Revenue Calculator Formal Research

1. Each Order for goods or services placed by Client using your respective standard online ordering system (the "Online Ordering System") shall be governed by the terms and conditions of this Agreement.

2. **CLIENT ASSUMES FULL RESPONSIBILITY FOR THE ACCURACY OF ITEMS AND PRICES** displayed on the Online Ordering System. Client is solely responsible for ensuring that all prices, taxes, and fees are correctly configured in Client's pricing and tax settings. Client agrees that Company is not liable for any pricing errors.

3. Client authorizes Company to charge the Client payment card on file for each Order placed through the Online Ordering System.

4. All Orders placed on Client's behalf by third-party delivery aggregators (e.g. DoorDash, Uber Eats, Grubhub) are governed by their respective terms and conditions.

5. Client agrees that Company may use Client's logo and business name for internal use and marketing purposes.

6. Company shall not be liable for any loss of profits, goodwill, or other indirect or consequential damages arising from Client's use of the Online Ordering System, including but not limited to **DOWNTIME OR SYSTEM FAILURES.**

7. Company shall not be liable for any loss or damage arising from the acts of third-party delivery drivers or any other third parties **FOR ORDERS PLACED** using the Online Ordering System on Client's behalf.

Intellectual Property. Client shall retain all rights, title and interest in and to Client's Marks, Client's Data, and Client's Confidential Information. Company shall retain all rights, title and interest in and to the Software, Documentation, Company Marks, Company Data, and Company Confidential Information. **NO ANY OTHER RIGHTS OR LICENSES SHALL BE DEEMED GRANTED BY THE PARTIES HEREUNDER EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION.** Client shall not (a) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Software, Documentation, or any other Company Confidential Information; (b) sublicense, sell, resell, rent, lease, transfer, distribute, or otherwise commercially exploit the Software, Documentation, or any other Company Confidential Information; (c) remove, alter, or obscure any proprietary notices or labels on the Software, Documentation, or any other Company Confidential Information; (d) use the Software, Documentation, or any other Company Confidential Information to develop a competitive product or service; (e) use the Software, Documentation, or any other Company Confidential Information in violation of any applicable law or regulation; (f) permit any third party to access the Software or Documentation except as expressly permitted by this Section; (g) use the Software, Documentation, or any other Company Confidential Information to infringe, misappropriate, or violate any third party's intellectual property rights, rights of publicity or privacy, or rights of proprietary information; (h) use the Software, Documentation, or any other Company Confidential Information to send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (i) use the Software, Documentation, or any other Company Confidential Information to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (j) use the Software, Documentation, or any other Company Confidential Information to send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (k) interfere with or disrupt the integrity or performance of the Software or Documentation or any other Company Confidential Information or the data contained therein; (l) attempt to gain unauthorized access to the Software or Documentation or any other Company Confidential Information or its related systems or networks; (m) permit direct or indirect access to or use of the Software or Documentation or any other Company Confidential Information in a way that circumvents a contractual usage limit, or use the Software or Documentation or any other Company Confidential Information to access or use any Company intellectual property except as permitted under this Section; (n) modify, copy or make derivative works based upon the Software or Documentation or any other Company Confidential Information; and (o) use the Software or Documentation or any other Company Confidential Information in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

4.7.7.1. Plan. Free Plan, Essentials and Pro.

Suspension or Termination. [illegible] **IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SECTION.**

Declaration shall run with the land and shall be binding upon each Lot Owner, his or her heirs, tenants, licensees, and assigns.

Section 4.14 Obstruction of Common Areas. There shall be no storage or parking of any items, including baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs in any part of the Common Areas, except as permitted by the Rules and Regulations.

Section 4.15 Alteration of Common Areas. Nothing shall be altered or constructed in or removed from the Common Areas except as otherwise provided in this Declaration and except upon the written consent of the Association.

Section 4.16 Rental of Dwelling Units. In order to protect the equity of the Lot Owners and to carry out the purpose for which the Association was formed by preserving the character of the Subdivision as a homogeneous predominantly Owner-occupied residential community and to avoid the character of a renter-occupied neighborhood, Dwelling Units in the Subdivision may be leased by the respective Owners at any one time, provided the following conditions are met: (a) not less than the entire Dwelling Unit is being leased; and (b) the term is not less than six (6) months. All leases of any Dwelling Unit shall be in writing. All such leases shall provide that they are subject to all of the provisions of the Declaration, the Bylaws and the Rules and Regulations and that any failure by the lessee to comply with any of such provisions shall constitute a default under the lease. A copy of each such lease shall be given to the President of the Association immediately after it is executed.

Section 4.17 Mitigated Conservation Areas. The areas shown on the recorded Plat entitled "Marsh Haven Section 1", dated November 11, 2011, and recorded in Map Book 63, Pages 50, 50A, 50B, 50C, 50D, 50E, 50F, 50G and 50H of the Onslow County Registry as Conservation Areas shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such Conservation Area:

a. fill, grade, excavate or perform any other land disturbing activities;

b. cut, mow, burn, remove, or harm any vegetation;

c. construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures;

d. drain or otherwise disrupt or alter the hydrology or drainage ways of the Conservation Area;

e. dump or store soil, trash, or other waste;

f. graze or water animals, or use for any agricultural or horticultural purpose

This Section 4.17 is intended to ensure continued compliance with the mitigation condition of a Clean Water Act authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, Action ID, and therefore may be enforced by the United States of America. This covenant is to run with the land, and shall be binding on the Owner, and all parties claiming under it. This Section 4.17 may not be amended or modified without the express written consent of the U.S. Army Corps of Engineers, Wilmington District.

ARTICLE V
HOMEOWNERS ASSOCIATION

Section 5.1 Homeowners Association. The North Carolina non-profit corporation known as **MARSH HAVEN HOA, INC.**, shall be responsible for the maintenance, management and control of the Common Areas.

Section 5.2 Board of Directors and Officers. The Board of Directors, and such officers as may be elected or appointed in accordance with the Articles or the Bylaws, shall conduct the affairs of the Association. The Board of Directors may also appoint committees and managers or other employees and agents who shall, subject to the general direction of the Board of Directors, be responsible for the day-to-day operation of the Association.

Section 5.3 Rules and Regulations. By a majority vote of the Board of Directors, the Association may, from time to time, adopt, amend and repeal Rules and Regulations with respect to all aspects of the Association's rights, activities, and duties under this Declaration. The Rules and Regulations may, without limitation, govern use of the Subdivision, including prohibiting, restricting or imposing charges for the use of any portion of the Subdivision by Owners, Residents or others, interpret this Declaration or establish procedures for operation of the Association or the administration of this Declaration; provided, however, that the Rules and Regulations shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Rules and Regulations, as they may from time to time be adopted, amended or repealed, shall be maintained in the office of the Association and shall be available to each Owner upon request.

Section 5.4 Membership in Association. Every Owner of a Lot shall be a Member of the Association. Each Owner and Member shall abide by the Association's Rules and Regulations, shall pay the Assessments provided for in this Declaration, when due, and shall comply with decisions of the Association's governing body. Conveyance of fee simple title to a lot automatically transfers membership in the Association (as to each Lot, a "Membership") without necessity of further document. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to Assessment.

Section 5.5. Members. Every person, group of persons, or entity which is a record Owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject by the Declaration to assessment by the Association.

5.5.1 Voting. Each Member shall have one (1) vote in the affairs of the Association. When more than one person holds an interest in any Membership, the vote for such Membership shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 5.6 Maintenance Obligations of the Association. The Association, at its expense, shall maintain, operate, and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas and all improvements located thereon for the common benefit of the Subdivision. This shall include, without limitation, the maintenance, repair, replacement, and painting of the following landscaping and improvements (to the extent that such are located upon or constitute Common Areas): (a) all private roadways,

sidewalks, walkways and uncovered parking spaces; (b) all lawns, trees, grass and landscape areas, and fences, except as otherwise set forth herein below; (c) all conduits, ducts, utility pipes, plumbing, wiring, and other facilities which are part of or located in, or for the furnishing of utility services to, the Common Areas and which are not for the exclusive use of a single Dwelling Unit.

The Association shall make the determination as to what maintenance, repair, replacement and care shall be done, and its determination shall be binding. The Association shall have the right to employ a manager to oversee and implement the Association's maintenance obligations, and any such management fees incurred thereby shall be paid by the Association. The Association shall also perform the other duties prescribed by this instrument or the Association's Rules and Regulations.

Section 5.7 Maintenance Obligation of the Lot Owners. The responsibilities of each Lot Owner include:

5.7.1 To clean, maintain, keep in good order, repair and replace at his or her expense all portions of his or her Lot and Dwelling Unit. Any repair, replacement, and maintenance work to be done by an Owner must comply with any Rules and Regulations of the Association including Architectural Review Committee.

5.7.2 To perform his or her responsibilities in such a manner so as not to unreasonably disturb other persons residing within the Subdivision.

5.7.3 Not to paint or otherwise alter, or change the appearance of any exterior portion of his or her Dwelling Unit, without the written consent of the Architectural Review Committee.

5.7.4 Not to impair the use of any easement without first obtaining the written consent of the Association and of the Owner or Owners for whose benefit such easement exists.

5.7.5 Each Owner shall be deemed to agree by acceptance of delivery of a deed to a Lot, to repair and/or replace, at his or her expense, all portions of the Common Areas which may be damaged or destroyed by reason of his or her own intentional or negligent act or omission, or by the intentional or negligent act or omission of any invitee, Tenant, or licensee family member, including, but not limited to, any repairs necessary which result from damage incurred by pets or vehicles owned by the Owner, or owned by any guest, invitee, Tenant or licensee of such Owner. To the extent that any Common Area is damaged as an insurance loss and the proceeds from the Association's insurance policy are utilized to pay for the loss, the Owner shall be responsible for payment of the deductible as an Individual Assessment in accordance with Section 6.6 and Section 8.7 below.

ARTICLE VI
COVENANT FOR ASSESSMENTS

Section 6.1 Payment Of Assessment By Declarant. So long as there is a Class B Membership in the Association and except as otherwise provided in this Declaration, until the Association makes a common expense assessment, the Declarant shall pay all common expenses. After any assessment has been made by the Association, assessments thereafter shall be made at least annually.

Further, after the Association makes a common expense assessment, so long as there is a Class B Membership in the Association, the Declarant may annually elect either: (a) to pay regular assessments on its unsold Lots, (b) to pay the difference between the amount of assessments collected on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal

year, of (c) to pay one-half (1/2) of the assessments for an unimproved Lot for all Lots which are platted or recorded in the Office of the Register of Deeds of Onslow County but which have not yet been sold to a person other than Declarant. Unless the Declarant otherwise notifies the Board of Directors in writing at least forty-five (45) days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligation hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

Section 6.2 Calculation of Assessments. Except for assessments under subsections 6.2.1, 6.2.2, 6.2.3 and 6.2.4 of this section, all Common Expenses shall be assessed against all the Lots in accordance with the allocations set forth in this Declaration. Any past-due common expense assessments or installments thereof bears interest at the rate established by the Association not exceeding eighteen percent (18%) per year.

6.2.1 To the extent required by the Declaration:

(a) Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Lots to which that Limited Common Element is assigned, equally, or in any other proportion that this Declaration provides;

(b) Any Common Expense or portion thereof benefiting fewer than all of the Lots shall be assessed exclusively against the Lots benefited; and

(c) The costs of insurance shall be assessed in proportion to risk and the costs of utilities shall be assessed in proportion to usage.

6.2.2 Assessments to pay a judgment against the Association may be made only against the Lots in the Planned Community at the time the judgment was entered, in proportion to their Common Expense liabilities.

6.2.3 If any Common Expense is caused by the negligence or misconduct of any Lot Owner or occupant, the Association may assess that expense exclusively against that Lot Owners or occupant's Lot. The Association may choose to have the maintenance, repair or replacement done and then charge the cost thereof to said Lot Owner, to be paid within thirty (30) days thereafter, unless an earlier date is otherwise set forth herein.

6.2.4 If Common Expense liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Section 6.3 Regular Assessments. 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 operation and administrative expenses of the Association; (2) the costs of maintenance, upkeep, replacement and repair of all non-dedicated streets, roads, road right of ways and other Common Area; (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 Area and of surety and other bonds related to the management of the Common Area and the Association); and (4) the costs of exercising any rights or obligations that arise by reason of an agreement permitted by this Declaration.

6.3.1. The initial annual assessment payable by each Owner shall be $260.00 per Lot per calendar year. The annual assessment shall be due and payable on January 31 of each year.

commencing January 31, 2012, provided the Board of Directors may elect to permit payment in such installments at such times as it shall determine. This assessment will be payable and no exception shall apply to any Lot purchased by a builder who purchases a Lot for the purpose of building a custom Dwelling Unit under contract with the ultimate residents. This assessment will be prorated on a calendar year basis from the date title to each Lot for which an assessment is payable is transferred to the Owner.

6.3.2. 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 ten percent (10%) in excess of the annual assessment for the previous year. A majority vote of each class of voting members of the Association present at a meeting 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 ten percent (10%).

6.3.3. Annually the Board of Directors of the Association shall determine and shall give written notice to each Owner of the annual assessment levied against each Owner for the immediately succeeding calendar year.

Section 6.4 Special Assessments. In addition to the assessments specified hereinabove, the Association may levy special assessments for the purpose of supplementing the regular assessments if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association as described in Section 6.3 hereof, provided that any such special assessments shall have the assent of a majority of each class of the voting members of the Association at a duly called meeting.

Section 6.5 Individual Assessments or "Fine Assessments". In addition to the assessments specified hereinabove, the Association, through the Board of Directors, or an adjudicatory panel established by the Board of Directors, may levy a reasonable individual assessment or "Fine Assessment," as a fine or penalty for violation of this Declaration, the Bylaws, and the Rules and Regulations, all in accordance with the Planned Community Act. A lien may be filed for this Fine Assessment and this Fine Assessment may be enforced by foreclosure. An individual assessment or "Fine Assessment" may also be levied against a particular Lot or Lots to cover costs incurred in bringing the Lot or Lots into compliance with the terms of these Declarations, all applicable Supplements and Amendments hereto, the Articles of Incorporation of the Association, the Bylaws of the Association and the Rules and Regulations including Design Guidelines established by the Association, or costs incurred as a consequence of the conduct of the Owner or occupant of a Lot, their lessees, licensees, invitees, or guests; provided the Board of Directors, or an adjudicatory panel established by the Board of Directors shall give the Owner prior written notice and an opportunity for a hearing before levying an individual assessment under this section.

Section 6.6 Late Charge And Interest On Unpaid Assessments. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall be subject to such late charges and shall bear interest at a rate per annum as shall be determine 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 thirty (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 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 Board.

Section 6.7 Lien For Unpaid Assessments. Any assessment levied pursuant to this Declaration which is not paid on the date when due shall be delinquent and shall, together with such interest and other costs as set out elsewhere in this Declaration, thereupon become a continuing lien upon the Lot which shall bind

the Lot in the hands of the then Owner and the Owner's successors and assigns. The Association may enforce collection of said assessment in law or in equity, including without limitation, the filing or 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. All of the provisions of the N.C.G.S. Section 47F-3-116, entitled Lien For Assessments, are applicable hereto and are incorporated by reference as if fully set forth herein. Neither the assessments nor the costs of collection shall be a lien upon any Common Area.

Section 6.8 Priority of Association Lien. The lien provided for in this Article shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed of record before a claim of the lien hereunder has been docketed in the Office of the Clerk of Superior Court in Onslow County, and may be foreclosed in the same manner as a mortgage on real property under power of sale in an action brought by the Association in accordance with the Planned Community Act. The Association is entitled to recover its reasonable attorneys' fees and court costs and collection costs, as part of the lien. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

Section 6.9 Purchaser at Foreclosure Sale Subject to Declaration, Bylaws, Rules and Regulations of the Association. Any purchaser of a Lot at a foreclosure sale shall automatically become a Member of the Association and shall be subject to all the provisions of this Declaration, the Bylaws, and the Rules and Regulations.

Section 6.10 Miscellaneous.

6.10.1 Owner has the sole responsibility of keeping the Association informed of the Owner's current address if different from the Lot owned. Otherwise, notice sent by Association to the Lot is sufficient for any notice requirement under this Declaration.

6.10.2 The lien under this Article arises automatically, and no notice of lien need be recorded to make the lien effective, however, Owner will be notified of any action taken.

6.10.3 The Assessment lien includes all collection costs, including demand letters, preparation of documents, reasonable attorneys' fees, court costs, filing fees, collection fees, and any other expenses incurred by the Association in enforcing or collecting the Assessment.

6.10.4 Any Assessment otherwise payable in installments shall become immediately due and payable in full without notice upon Default in the payment of any installment. The acceleration shall be at the discretion of the Board.

6.10.5 No Owner of a Lot may exempt himself or herself from liability for his or her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his or her Lot.

ARTICLE VII
EASEMENTS AND ENCUMBRANCES

Section 7.1 General Easements. Subject to the conditions set forth herein, each and every Lot Owner is hereby granted an easement to pass over, use and enjoy the Common Areas, and all roads, bridges, and rights of way, provided, however, that Declarant, its successors or assigns, and the Association shall retain the right to establish rules or regulations for the use and enjoyment of such easements.

[illegible] LIABILITY LIMITATIONS. [illegible]

[illegible] TERMINATION. [illegible]

[illegible] TERMINATION. [illegible]

[illegible] TERMS. [illegible]

[illegible] TERMS. [illegible]

[illegible] TERMS. [illegible]

[illegible] TERMS. [illegible]

[illegible] TERMS. [illegible]

Section 13. Entire Agreement. This Terms and Conditions and all Addendums to the Contract and Exhibits and Schedules attached hereto and incorporated herein constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto with respect to the subject matter hereof. There are no warranties, representations and other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

Section 14. Notices. Any notice, request, demand, claim or other communication hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered personally, (ii) delivered by commercial overnight courier with written verification of receipt, (iii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iv) delivered by facsimile or electronic mail (with confirmation of transmission) to the **[illegible] PLACE.** The date on which such notice is given shall be the date of actual receipt. Any party may change its address for receipt of notices by giving notice to the other party in the manner provided **[illegible]**

Section 15. Waiver. Waiver. The failure of any party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law, shall not be interpreted or deemed a waiver or relinquishment of any such provision, right or remedy in any other instance or any subsequent instance. No waiver by any party of any breach by the other party of any provision of this Agreement shall be deemed a waiver of any other or subsequent breach of any provision of this Agreement.

Section 16. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that Company may assign this Agreement in its entirety, without consent of Customer, in connection with a merger, reorganization, or sale of all or substantially all of the assets of Company. In the event of such an assignment, Company shall provide Customer with prompt notice thereof. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 17. Remedies. Nothing in this Agreement shall limit any party's right to seek and obtain injunctive relief, or any other equitable remedy, in any court of competent jurisdiction.

[illegible] LIMITATIONS. [illegible]

[illegible] LIMITATIONS. [illegible]

[illegible] LIMITATIONS. [illegible]

[illegible] LIMITATIONS. [illegible]

[illegible] LIMITATIONS. [illegible]

Section 7.9 CAMA Restrictions. The Declarant and purchasers of Lots in **MARSH HAVEN** understand that the vesting of rights relating to a Lot Owner's pier, dock, boat access ramp or any type of disturbance of the shoreline buffer is subject to the terms and conditions set out by the Coastal Area Management Authority (CAMA).

ARTICLE VIII
ENFORCEMENT

Section 8.1 Enforcement.

8.1.1 The Association may enforce these Covenants, Conditions and Restrictions. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate (the "Violating Party") any Covenant, Condition or Restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants. In addition to all other remedies that on account of such violation or attempted violation, the Violating Party shall be liable to the parties enforcing the Covenants and/or Restrictions of this Declaration (the "Enforcing Parties") for all reasonable attorneys' fees and court costs incurred by the Enforcing Parties. Failure or forbearance by the Association or any Owner to enforce any Covenant, Condition or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any lawsuit filed to enforce this Declaration by injunction or restraint, there shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within Covenants, Conditions or Restrictions cannot be adequately remedied by action at law or by recovery of damages.

8.1.2 In addition to all other remedies of the Association, the Association shall have the right to assess a maximum fine of One Hundred 00/100 Dollars ($100.00) per day (or such higher amount as may be allowed by law) per violation against any Owner who violates any provision of this Declaration or the Articles, Bylaws, or Rules and Regulations of the Association after such Owner has been given notice of the violation and has had an opportunity to be heard with respect to the violation in accordance with such policies and procedures as may be adopted from time to time by the Board of Directors or as may be set forth in the Bylaws.

8.1.3 In addition to the above rights, the Board of Directors may also enter upon a Lot or any land upon which a violation exists to remove any violation, perform maintenance, or make repairs thereon which are the responsibility of a Lot Owner who has failed to remove said violation or to perform such maintenance or make such repairs (i) after having given such owner at least ten (10) days written prior notice, or (ii) without giving notice in the event of an emergency.

8.1.4 Any action brought by the Association hereunder may be brought in its own name, in the name of its Board, or in the name of its managing agent. In any case of flagrant or repeated violation by a Lot Owner, he or she may be required by the Association to give sufficient surety or sureties for his or her future compliance with the Covenants, Conditions and Restrictions contained in this Declaration, the Bylaws and the Rules and Regulations.

Section 8.2 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 8.3 Restrictions Run With Land. The easements or other permanent rights or interests herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Dwelling Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.

Section 8.4 Binding Determination. In the event of any dispute or disagreement with or between any Owner(s) relating to, or of any other disputes, disagreements, or questions regarding the interpretation or application of the provisions of this Declaration or the Articles, or the Bylaws of the Association, the determination thereof by the Board of Directors of the Association shall be final and binding on each and all such Owners.

Section 8.5 Captions and Titles. All captions, titles, or headings in this Declaration are for the purpose of reference and convenience only and are not deemed to limit, modify, or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

Section 8.6 Notices. Except as otherwise provided in this Declaration, any notice to any Owner under this Declaration shall be in writing and shall be effective on the earlier of (i) the date when received by such Owner, or (ii) the date which is three (3) days after mailing (postage prepaid) to the last address of each Owner set forth in the books of the Association. The address of an Owner shall be at his or her Lot (or any of them if more than one) unless otherwise specified in writing to the Association. The Articles and the Bylaws shall specify the permissible manner of giving notice for voting and all other Association matters for which the manner of giving notice is not prescribed in this Declaration.

Section 8.7 Governing Law. This Declaration shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of North Carolina, and suit to enforce any provision hereof or to obtain any remedy with respect hereto shall be brought in state court in Onslow County, and for this purpose each Owner, by becoming such, hereby expressly and irrevocably consents to the jurisdiction of said court.

ARTICLE IX
NON-DEDICATED STREETS

Section 9.1 Use. All non-dedicated streets constructed within the Subdivision are reserved as easements of public access for the common use of Owners and their families, guests and invitees, by commercial vehicles authorized to make pick-ups and deliveries, by public and private utilities' personnel, trucks and equipment, by postal authorities and mail carriers, by emergency personnel and vehicles such as police, fire and ambulance, and by such other persons or classes of persons authorized by the Board of Directors of the Association, as a means of ingress or egress, and for such other uses as may be authorized from time to time by the Board. Such non-dedicated streets may also include underground utility lines, mains, sewers or other facilities to transmit and carry sanitary sewer and stormwater drainage. Except as provided by this Declaration, no acts shall be taken or things done by an Owner or the Association which are inconsistent with the reservation and grant of use and enjoyment hereinabove provided.

Section 9.2 Maintenance, Reconstruction or Resurfacing. The Association, at the cost and expense of the Association, shall provide snow removal from, maintenance to and resurfacing or reconstruction of any non-dedicated streets or any storm water drainage facilities included as a part thereof or installed thereunder as it deems necessary or appropriate from time to time within its sole discretion.

ARTICLE X
AMENDMENT

Section 10.1 Procedure For Amendment. Except in cases of amendments that may be executed by the Declarant under the terms of this Declaration or by certain Lot Owners under the provisions of N.C.G.S. Section 47F, this Declaration may be amended only by affirmative vote or written agreement signed by Lot Owners of Lots to which at least sixty seven percent (67%) of the votes in the Association are allocated, or any larger majority this Declaration may specify for a particular item, or by the Declarant if necessary for the exercise of any development right.

10.1.1 Every amendment to this Declaration shall be recorded in Onslow County and is effective only upon recordation. The amendment shall be indexed in the Grantee Index in the name of the Association and in the name of the Subdivision and in the Grantor Index in the name of each person executing the amendment.

10.1.2 Any amendments to this Declaration required by N.C.G.S. Section 47F to be recorded by the Association shall be prepared, executed, recorded and certified in accordance with N.C.G.S. Section 47F.

Section 10.2 Limitation On Challenge. No action to challenge the validity of an amendment adopted pursuant to this Article may be brought more than one year after the amendment is recorded.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

Mid-Atlantic IRA, LLC FBO Cameron L. Smith IRA
BY: ______________________
NAME: John Kiley
TITLE: ~~Manager~~ Custodian

STATE OF ~~NORTH CAROLINA~~ Maryland
COUNTY OF ~~ONSLOW~~ Frederick

This 10 day of ~~[illegible]~~ January 2012 personally came before me Theodore Barnhart Kiley, a Notary Public of ~~Maryland~~ Frederick County, State of ~~North Carolina~~ Maryland, John Kiley, who, being by me duly sworn, says that he is the ~~Manager~~ Custodian of Mid-Atlantic IRA, LLC FBO Cameron L. Smith IRA, and that by authority duly given, the foregoing instrument was signed and sealed by him/her as on behalf of said entity.

[CHECK ONE] ○ (i) I have personal knowledge of the identity of the principal; or ○ (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a MD Drivers license.

Witness my hand and official stamp or seal this 10 day of January, 2012

Notary Public: ______________________
My commission expires: 7/27/12

Theodore Barnhart Kiley
NOTARY PUBLIC
Frederick County
State of Maryland
My Commission Expires
July 27, 2012

ALPHAGO 0:

LEARNING TABULA RASA FROM SCRATCH

DAVID SILVER*, **JULIAN SCHRITTWIESER***, **KAREN SIMONYAN***, **IOANNIS ANTONOGLOU**, **AJA HUANG**, **ARTHUR GUEZ**, **THOMAS HUBERT**, **LUCAS BAKER**, **MATTHEW LAI**, **ADRIAN BOLTON**, **YUTIAN CHEN**, **TIMOTHY LILLICRAP**, **FAN HUI**, **LAURENT SIFRE**, **GEORGE VAN DEN DRIESSCHE**, **THORE GRAEPEL**, **DEMIS HASSABIS**