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WARREN COUNTY, NC
ELSIE R. WELDON
REGISTER OF DEEDS

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END PAGE 0104
INSTRUMENT # 00242
ADW

BK:00840 PG:0095

THIS INSTRUMENT WAS DRAFTED BY WILLIAM T. SKINNER, IV,
ATTORNEY-AT-LAW

NORTH CAROLINA
WARREN COUNTY

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS,
(hereinafter referred to as this "Amendment") made this 8th day
of April, 2006, by the HARBOR LANDING HOMEOWNERS ASSOCIATION,
INC., a North Carolina non-profit corporation, with an office
in Warren County, North Carolina, (hereinafter referred as the
"HLHOA");

WITNESSETH:

THAT WHEREAS, the developer of the entire Harbor Landing
subdivision, the same being Carolina Waterfront Properties,
LLC, a North Carolina limited liability company, has heretofore
executed and recorded certain restrictive covenants which have
been imposed upon the various applicable lots which are located
in the greater Harbor Landing subdivision; and further, that
the foregoing restrictive covenants are recorded in the Warren
County Public Registry, as follows: a) in Deed Book 685, page
060; b) in Deed Book 685, page 067; c) in Deed Book 731, page
727; and d) in Deed Book 731, page 730, respectively, to which
reference is hereby had and made and as a part hereof; and

WHEREAS, the Harbor Landing subdivision is collectively
shown, designated and described on the following surveys and
plats which are recorded in the Warren County Public Registry,
as follows: a) in Plat Cabinet 1, Slide 137A, Plat 2; b) Plat
Cabinet 1, Slide 151A, Plat 4; and c) Plat Cabinet 1, Slide
176A, Plat 5, respectively, and any and all subsequent
amendments thereto and/or revisions thereof, to which reference
is hereby had and made and as a part hereof; and

WHEREAS, by that certain deed from Carolina Waterfront Properties, LLC, a North Carolina limited liability company, which is dated January 3, 2005, and recorded in Deed Book 808, page 787 of the Warren County Public Registry, all of the dedicated roads, streets and common areas in the Harbor Landing subdivision, subject to the reservations contained therein, have been heretofore conveyed to HLHOA, to which said deed reference is hereby had and made and as a part hereof; and further, by reason of the terms and provisions of the foregoing restrictive covenants, HLHOA is the entity which is authorized and empowered to enforce said restrictive covenants; and

WHEREAS, prior to April 8, 2006, and within the time permitted and allowed by the Bylaws of HLHOA, the foregoing restrictive covenants and applicable North Carolina law, HLHOA sent, or caused to be sent, written proxies and notices of the April 8, 2006 annual membership meeting to all of the members of the HLHOA, and in which said written proxies and said annual meeting notices certain amendments to the foregoing restrictive covenants were proposed in the form and manner which is set out in "Exhibit A" which is attached hereto and is made a part hereof by reference herein fully; and

WHEREAS, within the time allowed by law and the existing provisions of the existing restrictive covenants, the HLHOA received either written ballots and/or voice votes which represented the affirmative vote of 80.26% of its members owning lots in the Harbor Landing subdivision thereby approving the foregoing proposed amendments to the existing restrictive covenants; and further, that the results of this vote have been recorded in the corporate minutes of the HLHOA.

NOW THEREFORE, HLHOA hereby amends the above-referenced restrictive covenants which are applicable to all of the lots which are located in the Harbor Landing subdivision in the form and manner which is set forth in "Exhibit A" which is attached hereto and is made a part hereof by reference herein fully; and further, except as is herein expressly amended, the remaining original restrictive covenants governing the lots which are located in the greater Harbor Landing subdivision shall remain in full force and effect unless and until such time that any such remaining original restrictive covenants may be altered, deleted and/or otherwise amended in the form and manner as by law provided and as further allowed by the then existing restrictive covenants governing the lots which are located in the greater Harbor Landing subdivision.

IN WITNESS WHEREOF, Harbor Landing Homeowners Association, Inc., a North Carolina non-profit corporation, has caused this instrument to be executed in its name by its Treasurer, all by authority of its Board of Directors duly given, as the act and deed of said corporation, on the day and year hereinafter set forth in the notary acknowledgment for said corporation.

HARBOR LANDING HOMEOWNERS
ASSOCIATION, INC.

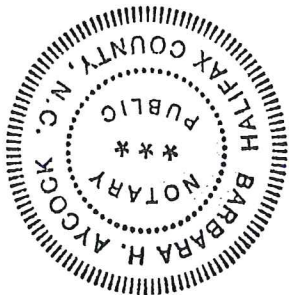
By: Ralph H. Leyrer, Jr.
TREASURER

COMMONWEALTH/STATE OF NC
CITY/COUNTY OF Halifax

I, Barbara H. Aycock, a Notary Public of the Commonwealth/State and City/County aforesaid do hereby certify that RALPH H. LEYRER, JR. personally appeared before me in my jurisdiction aforesaid and acknowledged that he is the Treasurer of HARBOR LANDING HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, and that, by the authority duly given and as the act and deed of said corporation, the foregoing and annexed instrument was signed in the name of said corporation by him as its Treasurer. Witness my hand and official stamp or seal. This the 18th day of January, 2007.

Barbara H. Aycock (SEAL)
NOTARY PUBLIC

My Commission expires: 02-13-2018



**"EXHIBIT A" attached to Amendment To Declaration Of Restrictive Covenants
for the Harbor Landing Subdivision**

DECLARATION OF BK:00840 PG:0098

COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

HARBOR LANDING

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HARBOR LANDING and HARBOR LANDING Homeowners Association, Inc., hereinafter referred to as Declaration is made this ____ day of _____ by HARBOR LANDING Homeowners Association, Inc., hereinafter referred to as "Association", and any and all persons, firms, of corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this declaration.

WITNESSETH:

WHEREAS, Certain property in Warren County North Carolina known as HARBOR LANDING, of which is more particularly described by plat(s) showing lots 1 to 37 inclusive; which is recorded in Plat Cabinet 1, Slide 137A And Plat Number 2: in the Office of the Warren County Register of Deeds to which reference is hereby made for more complete description; and

WHEREAS, Association has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to this Declaration for the benefit of the present and future owners thereof; and

WHEREAS, Association intends to subject to this Declaration additional portions of HARBOR LANDING for the purpose of extending the general scheme of development to such additional property and accordingly declares that HARBOR LANDING may be expanded to include additional property; and

WHEREAS, Association desires to provide for the preservation of the values of HARBOR LANDING as expanded hereby and hereinafter made subject to this declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements hereto.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substandard part hereof, Association declares that all of the property described on said recorded plat(s) and all the property hereinafter made subject to this declaration by recorded supplements hereto referencing subsequently recorded plat(s), shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of HARBOR LANDING as it now exists and is hereafter expanded and that such easements, restrictions, covenants, and conditions shall burden and run with said real property and their heirs, successors and assigns having any right, title or interest in the Properties now or hereafter subjected to this Declaration or any part thereof, and shall insure to the benefit of each owner thereof and burden each owner's real Property that is subjected to this Declaration.

ARTICLE I

DEFINITIONS

"Association" shall mean and refer to HARBOR LANDING Homeowners Association, Inc., a not for-profit North Carolina corporation, its successors and assigns.

"Owner" shall mean and refer to any contract buyer and/or the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot which is a part of any of the property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Association shall not be deemed an owner.

"Property" shall mean and refer to that certain property shown on plat(s) recorded in Plat Cabinet 1, Slide 137A and Plat Number: 2 in the Office of the Warren County Register of Deeds and any additional property which Declarant may

make a part of this Subdivision, as provided for in the Declaration of Restrictive Covenants of HARBOR LANDING recorded separately. The term "Property", "Subdivision", and "HARBOR LANDING" are interchangeable.

"Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of this Subdivision.

"Dwelling Unit" shall mean and refer to the completed single-family home located upon a lot.

"Common Property" shall mean all property owned by the Association for the common use and enjoyment of all members. Common Property includes without limitation all existing and future roads and right-of-ways and all greenways, median strips, cul-de-sac centers, planting areas, and recreational areas, and facilities, open space, walking trails, easements, boat ramps, community boat slips, and community piers that are developed on the Common Property and all entryway, directional, and informational signs (and the area set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Association, the owners, and any member in the Association, including without limitation such Common Property as may be shown on the recorded plat(s) of the property. Except by the Association, the Common Property shall not be used for public commercial purposes, but may be used for enjoyment of the Association's members for fund-raising activities to support the purposes of the Association.

"Committee" shall mean the Architectural Review Committee established by the Association for the purpose of administering control over architectural, landscaping, and related matters, as provided in Article IV of this Declaration.

ARTICLE II

RIGHTS AND DUTIES OF THE ASSOCIATION AND PROPERTY OWNERS ASSESSMENTS

Section 1. Owner's Easements Of Enjoyment.

The Association and, to the extent provided by this Declaration, every Owner shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the property, to be used in common with others, for the purpose of providing access to lot(s) owned or dwelling unit(s) owned by the Owner for himself, his family, agents, licensees and invitees, and for his and their nonexclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in this Declaration. Every Owner, and the members of such Owner's family who reside with such Owner or are overnight guests of such Owner, shall have the right to use the recreational areas within the Common Property, subject however to such Owner paying when due the dues and assessments of the Association and abiding by all rules and regulations of the Association, including without limitation those governing the use of the recreational areas and the Common Property. Non-Owners shall only be entitled to use the recreational areas on such terms and conditions as the Association may select.

Section 2. Annual Assessments.

- a) The Association shall have the duty to repair, replace, and maintain all recreational areas and improvements located thereon, and all streets, roads, road right of ways, and other Common Property. The Association shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each Owner in such periodic installments as the Association may determine, to be used to pay: 1) the operating and administrative expenses of the Association; 2) the costs of maintenance, upkeep, replacement and repair of all recreational areas, and improvements located thereon, and all streets, roads, road right of ways, and other Common Property; and 3) other expenses necessary or useful to maintain and operate the Association and the recreational facilities including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and a surety and other bonds related to the management of the Common Property and the Association. It is understood (by way of example and without limitation) that the assessment fund shall be used for such matters concerning Common Property as the following: maintenance, repair and replacement of improvements within the recreational areas, the seeding and reseeding road right-of-ways and common areas, erosion control, repairing of road shoulders, surfacing, patching and resurfacing of parking lot and road pavement, placement of gravel, and planting and maintenance of shrubs, trees and seasonal flowers.
- b) The annual assessments may also be used by the Association for the purpose of adding to the recreational facilities.
- c) Each Owner shall pay an annual assessment per lot per calendar year. The annual assessment amount is

setforth by the Board of Directors as part of the yearly budget determination and financial planning process. The annual assessment shall be due and payable on January 31 of each year, commencing January 31, 2000, provided the Board of Directors may elect to permit payment in such installments and at such time as it shall determine. This assessment shall be deferred as to any lot purchased by a builder with the intent to build a house for resale to the public at large. This assessment will be payable as to any lot purchased by a builder who purchases a lot for the purpose of building a custom home under contract with the ultimate residents. 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.

d) The annual assessment may be increased or decreased by the Board of Directors of the Association without a vote of the membership to an amount not more than ten percent (10%) in excess of the annual assessment for the previous year. A majority vote of members of the Association must approve an increase or decrease in the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than ten percent (10%).

e) Annually the Board of Directors of the Association shall have determined and shall have given written notice to each Owner of the annual assessment affixed against each Owner for the immediately succeeding calendar year.

Section 3. Violations of the ARC Plan Submission and Approval Process.

The Association shall have the right, in its sole discretion, to file injunctions, levy special assessments and place liens on owner's lots for violations of the ARC Plan submission and approval process. The special assessment shall be determined relative to the violation and shall represent either the cost required to return the lot to its original condition prior to the violation or the cost to remove prohibited items(s). Any site preparation or construction activity that occurs in the absence of an approval letter from the ARC is considered a violation. Use of prohibited materials during the construction process is considered a violation. In the event the Owner is in violation of the ARC Plan submission and approval process, the Association shall have a lien against his lot thereon and may enforce collection of the special assessment, together with reasonable attorney's fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

Section 4. Special Assessments.

In addition to the assessment specified herein above, the Association may levy special assessments for the purpose of supplementing the annual assessment if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association as described in Section 2 hereof, provided that any such special assessments shall have the assent of a majority of the voting members of the Association at a duly called meeting.

Section 5. Enforcement of Covenants, Conditions, and Restrictions.

Enforcement of these Covenants, Conditions, and Restrictions may be at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction herein contained. In the event of enforcement of these restrictions at law or in equity and a violation hereof is judicially determined, then the violator shall be assessed with the costs of such action, including without limitation reasonable attorney fees.

Section 6. Removal Of Obstructions And Unsightly Growth, Debris, And Materials.

a) The Association may remove any obstructions of any nature located within road right-of-ways or other Common Property including but not limited to trees, shrubs and mailboxes which, in the opinion of the Association, either might produce a hazard or might interfere with the ability or willingness of the state of North Carolina or agency or department thereof to take over the responsibility for maintenance of the roads.

b) The Association shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who directly, or through his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way or other Common Property, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-ways or other Common Property. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorney's fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

c) If the Association, in its sole discretion, determines that any lot has become unsightly due to signs in violation of the deed restrictions, grass signs in violation of the deed restrictions, or weeds that have not been mowed, or due to debris of any nature having accumulated on the lot, and the Association shall have the right from time to time to enter the said lot for the purposes of mowing the grass and removing the debris. At least ten (10) days prior to entering a lot for said purpose, the Association shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such lot, to the extent that the Association has been put on written notice in advance by the Owner of the approximate location on a chart or map of such lot showing the location of planted trees to be avoided.

d) The Association shall have the right in its sole discretion, to charge back the actual cost of mowing the grass or removing the debris against the Owner. In the event the Owner responsible for such charge or liability as that aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his lot thereon and may enforce collection of the charge or liability, together with reasonable attorney's fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such charge or liability shall become a charge against the said lot or dwelling unit.

Section 7. Duty To Make Repairs.

a) Until accepted for maintenance by governmental authority, the obligation for the repairs, maintenance and improvements of the roads as shown in the aforesaid plat(s) or any other Common Property shall be the responsibility of the Association with the Owner of each lot except as provided herein being responsible for payments of the assessments levied by the Association, which assessment shall be the personal obligation of the Owner of each lot.

b) The decision to expend Association funds to repair and maintain the roads or other Common Property shall be made by a majority of the Board of Directors of the Association. By such vote, the Board may delegate such authority to any committee of the board. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of his lot.

c) Notwithstanding the foregoing, each Owner of a lot shall be solely responsible for any repairs to a road right-of-way or other Common Property caused by the negligent act or acts of said Owner, his or her invitees, agents, licensees, or guests. For these purposes, it shall be a negligent act for any building material to be unloaded on any road or road right-of-way.

Section 8. Late Charges And Interest On Unpaid Assessments.

Any assessment not paid within 30 days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the Board of Directors of the Association, which interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is \$25 and shall be charged as to any assessment that is not paid within 30 days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balances not paid within 30 days of the due date. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is 30 days after the due date. The Board of Directors may change the initial late charge, interest-rate, due dates and lien assessment date by majority vote of the directors.

Section 9. Lien For Unpaid Assessments.

a) In the event the Owner of any lot fails and refuses, after demand by the Association, to pay any annual or special assessments then the Association shall have a lien against said lot and may enforce collection of said assessment in law or in equity including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such unpaid assessment together with the costs and expenses of collection, including without limitation, reasonable attorney's fees, shall be a charge and lien against the said lot.

b) To secure the payment of the annual and special assessments as are levied by the Association, together with the cost of collection including attorney's fees, all such charges shall be a continuing lien upon the lot against which the assessments are made. Such charges shall also be their personal obligation of the person(s) who were the Owner or Owners of such lot at the time the assessment came due. Their personal obligation shall remain a lien upon the lot upon transfer of title but shall not become the personal obligations of the purchasers thereof unless expressly assumed by them.

c) Neither the assessments nor the costs of collection shall be a lien upon any Common Property nor shall the

lien upon any lot for such charges be senior to any first lien mortgage or first lien deed of trust regardless of the fact the lien arose prior to the date and time of recording of any such first lien mortgage or deed of trust.

ARTICLE BY III

MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS.

Section 1. Membership. Every Owner of a lot which is subject to this Declaration shall be a member of the Association. Membership is appurtenant to and may not be assigned.

Section 2. Class Membership Voting. The Association shall have one (1) class of membership:

All lot Owners shall be entitled to one (1) vote for each lot owned. When more than one person owns an interest in a lot all such person shall be members of the vote for such lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any lot.

Section 3. Board Of Directors. There shall be five (5) members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected and agreed to serve. The directors shall have annual meetings and other such meetings as may be called at the request of the president of the Association or by any three (3) directors.

Section 4. Suspension Of Voting Rights. The Association shall have the right to:

- a) Suspend the voting rights (if any) of an Owner for any period in which the assessment on his lot remains unpaid and enforce collection of the same; and
- b) Suspend the voting rights (if any) of each Owner who is a contract buyer for any period of time during which payments to the Association pursuant to terms of said contract are delinquent, in which period of time the Association shall succeed to the voting rights of said contract buyer.

ARTICLE IV

ARCHITECTURAL CONTROL

a) In order to control the design, size, style, color, finish, materials and location of the houses and other improvements to be constructed, erected, placed, or installed (hereinafter "Improvements") upon the lots in the subdivision, the Association hereby creates an Architectural Review Committee (hereinafter "Committee") for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such Improvements (regardless of when such Improvements are made), of each lot. These improvements shall include without limitation swimming pools, outbuildings, boathouses, wells, septic systems, fuel tanks, ramps, piers, driveways, sidewalks, enclosures for satellite dishes, signs, recreational areas, decks, patios, landscaping and mailbox design. This Committee will be responsible for the control of size, color, materials, and content of rental and sales signs in this subdivision, and for the approval or disapproval of boats, boat trailers, travel trailers, motor homes, tractor-trailer trucks, or any other such vehicle, that are kept or maintained or located upon any lot unless located within enclosed garages. The Committee will also be responsible for the control of temporary construction shelters or vehicles in this subdivision. The Committee will require a non-refundable fee of \$250.00 to review house plans for each Owner wishing to build. The review process may be subcontracted out at the discretion of the Committee.

b) The Committee shall consist of three (3) persons designated or appointed from time to time by the Association, its successors or assigns, one of whom shall be appointed from among lot Owners. The Committee shall develop the review process, identify the minimum Plan submission requirements and without limitations make changes as necessary. All changes shall be approved by a majority vote of the Board of Directors. The Committee shall publish the current review process and Plan submission requirements on the HARBOR LANDING website.

c) No site preparation of any kind is allowed in Subdivision unless first approved by the Committee. Except within the building site (unless within 20' of the main dwelling), no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any lot without prior approval of the Committee. No construction of any kind

including without limitation a fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained, or altered on any lot or combination of contiguous lots until the complete construction plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents.

d) The Plans include without limitation the complete construction plans for all Improvements, the site plan (showing size, orientation and proposed location and elevation of such building, well, septic, fences, walks, drives, parking area, etc.) architectural stamped blueprints, copies of building permits and specifications, exterior color, finish, and materials. The areas over which the approval shall be required shall include but shall not be limited to the size and plan of the principal residential structure, and all accessory buildings, structures and Improvements on the lot, the size and plan of the garage or carport, location and manner of construction of each driveway, swimming pool, utility building, patio, tennis court, and other Improvements for athletic recreational or gymnastic purposes, and all other exterior Improvements, the composition and color of raw and finished materials used on the exterior of all structures, and the location and type of any landscaping, shrubbery, and other plantings.

e) No construction equipment or heavy machinery is allowed in Subdivision until a road repair bond has been posted. With a set of plans a \$500 refundable road repair bond must be posted with the Homeowners Association. If the road shoulders and road have not been damaged during construction, the bond will be refunded.

f) The Committee or its designated agents shall have forty-five (45) days after all information required in the application request is physically received and deemed complete to accept or reject the same in whole or in part. The Committee will respond in writing to all submissions in 45 days or less. After the plans are approved and the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration and, in this regard each Owner shall provide the Committee with the foundation survey as soon as it is made. The Committee shall have the right to waive setback violations when the remedial costs of correcting such violation, in the Committee's opinion, would impose undue hardship upon the violator.

g) The actual construction shall be the responsibility of the Owner of the lot and his builder. Any permission granted for construction under this covenant and any designation of approved licensed contractor shall not constitute or be construed as an approval, warranty, guaranty, expressed or implied, by the Association or the Committee or its designated agent of the structural stability, design or quality of any building or other Improvements or of the contractor who constructed such buildings or other Improvements.

ARTICLE V

GENERAL USE RESTRICTIONS

Association does hereby covenant and agree with all persons, firms or corporations hereinafter acquiring title to any portion of the Property, that the Property shown on the recorded plat(s) herein referred to, and all Property presently owned as part of HARBOR LANDING which plat(s) are to be recorded, and all Property which may be acquired in the future to be made a part of HARBOR LANDING, is made subject to the Declaration of Restrictive Covenants of HARBOR LANDING as may be amended or modified hereinafter referred to as Restrictions which Restrictions shall be recorded separately and shall refer to this Declaration and incorporate it by reference.

ARTICLE VI

CAPTIONS, ENFORCEMENT AND IN VALIDATION

Section 1. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and the neuter shall include the masculine and feminine.

Section 2. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

Section 3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to

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

Section 4. Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

Section 5. The Association reserves the right to amend this Declaration from time to time without joinder or any of the Owners for the following purposes:

- a) To clarify the meaning of or to correct clerical errors in the Declarations.
- b) To correct grammar spelling, capitalization and other matters of syntax.

All other amendments to this declaration shall require an affirmative vote of at least 51% of the lot Owners and the vote of the Association, its successors, and assigns.