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Iredell County, NC
Brenda D. Bell Register of Deeds
BK 1740 PG 753-814

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAGES AT ISLE OF PINES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE VILLAGES AT ISLE OF PINES, is made of this 19th day of April, 2006, by MIOP, LLC, hereinafter referred to as the "Declarant", and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

WITNESSETH:

WHEREAS, Declarant is the owner of Lots 1 through 25, inclusive, and Lots 29 and 30 located in Iredell County, North Carolina, known as The Villages at Isle of Pines, as shown on Plat recorded in Map Book 48, Page137 of the Iredell County Registry **(Lots 26, 27 and 28 are not a part of The Villages at Isle of Pines and are not subject to the restrictions, covenants and terms set forth in this Declaration**, Lot 28 is intended to be a well Lot to be deeded to a water utility company), and

WHEREAS, Declarant desires: to insure the attractiveness of the Community; to prevent any future impairment thereof; to prevent any nuisances; to preserve, protect and enhance the values and amenities of all properties within the Community; and to provide for the operation, maintenance and upkeep of the Common Property, as hereinafter defined, and to this end desires to subject the Community to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth, all of which are for the protection and benefit of said property and each and every owner of all or any part thereof; and each of which shall inure to the benefit of and run with said property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities of all properties within the Community and to insure the residents' full use and enjoyment of the specific rights, privileges and easements of the Common Property, hereinafter defined, to create an organization to which will be delegated and assigned the powers of owning, maintaining and administering the Common Property and related recreational

extent necessary or by such mechanical means as bulkheading or other means deemed expedient or necessary by Declarant to take the necessary steps to provide and insure adequate drainage ways in the Common Property.

Section 9.04. Declarant's Right of Entry. The Declarant reserves unto itself, its successors and assigns, the right to go on, over and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone service, natural gas, sewer, water, or other public conveniences or utilities in the Common Property. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, and make any gradings of the soil, or take any other actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. Such rights may be exercised by any licensee of the Declarant, but these reservations should not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 9.05. Prohibition Against Dumping. No dumping of trash, garbage, sewage, sawdust, rubbish, debris, or other wastes shall occur and no unsightly or offensive material shall be placed upon the Common Property, except as is temporary and incidental to the bona fide improvements of the area in a manner consistent with its classification as Common Property.

Section 9.06. No Public Rights. The establishment of the Common Property does in no way grant to the public or to the owners of any surrounding or adjacent land that is not a part of the Villages at Isle of Pines, the right to enter such Common Property without the express written permission of the Declarant or the Association.

Section 9.07. Rights Reserved by Declarant. The Declarant expressly reserves the right unto itself, its successors and assigns, every reasonable use and enjoyment of said Common Property, in a manner not inconsistent with the provisions of this Declaration.

Section 9.08. Limitation of Declarant's Obligations. It is expressly understood and agreed that the establishment of the Common Property or the declaration of these Special Restrictions does in no way place a burden of affirmative action on the Declarant and that the Declarant is not bound to make any of the improvements noted herein, or to extend to the grantee any service of any kind.

Section 9.09. Declarant's Actions Permissive. Where the Declarant is permitted by these covenants to correct, repair, clean, preserve, clear out or to do any action to the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants; nor shall failure to take any such action be deemed a breach of these covenants.

Section 9.10. Septic Field(s) Easements. Lots 29 and 30 contain Septic Easements and Septic Field(s) Easements to provide sewage drainage fields for Lots 14 and 21 (and any other Lots as determined by Declarant, in its sole discretion) as more specifically provided in Article XIV, hereof. Declarant shall have the right to designate an exclusive or a non-exclusive Septic Field(s) Easement