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DECLARATION OF RESTRICTIVE COVENANTS
for
SUNRISE CROSSING SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made this 28th day of June, 2006, by LGI Land NC, LLC, a North Carolina Limited Liability Company, (hereinafter referred to as "Declarant"). to apply to "*Sunrise Crossing Subdivision*":

STATEMENT OF PURPOSE

A. Declarant is the owner of that property situated near the Town of Kill Devil Hills, North Carolina, on Little Colington Island, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property" or "Sunrise Crossing Subdivision").

B. In order to provide for the preservation and value of Sunrise Crossing Subdivision and assure that all improvements within Sunrise Crossing are in conformance with Architectural Guidelines, Declarant has made provisions for an Architectural Standards Committee (the "ASC") which shall be responsible for administering the Architectural Guidelines and any improvements to be constructed on the Property. Prior to any lot disturbance or construction of any type or for any purpose, including alterations or additions to existing structures, plans and specifications detailing the nature, kind, shape, material and location must be submitted to the ASC for written approval as to the harmony of external design and location of any existing and proposed structures in the vicinity, and as to topography.



NOW, THEREFORE, Declarant by this Declaration, declares that all that property described in Section 2.01 shall be held, sold, hypothecated, or encumbered, leased, rented, used, occupied and improved subject to the following covenants, restrictions, easements, liens and charges, all of which are declared and agreed to be in furtherance of enhancing and projecting the architectural styles and designs promulgated within the Architectural Guidelines, and to enhance the value of properties which covenants, easements and restrictions, shall run with the real property subjected to this Declaration as may be reasonably modified and amended from time to time in furtherance of the Statement of Purpose recited herein, all of which shall be binding on all parties, their respective heirs, personal representatives, successors, transferees and assigns, as well as occupants, guests and invitees having or acquiring any right, title or interest in Sunrise Crossing.

Article I Definitions

Section 1.01. Definitions. When used in this Declaration, unless the content shall prohibit or otherwise require, the following words shall have all of the following meanings. All definitions are applicable to the singular and plural forms of such terms.

Section 1.02. "Act" refers to the North Carolina Planned Community Act as codified in Chapter 47F of the North Carolina General Statutes.

Section 1.03. "Affiliates". Shall mean the individual principals of Declarant and any entity owned 75% or more by one or more of those principals.

Section 1.04. "Architectural Standards Committee" ("ASC") shall mean and refer to that committee responsible for administering the Sunrise Crossing architectural standards, reviewing and approving or disapproving all structural improvements, additions, modifications and changes within Sunrise Crossing.

Section 1.05. "Articles of Incorporation" shall mean the Articles of Incorporation of Sunrise Crossing Property Owners Association, Inc. as filed with the Secretary of State of North Carolina.

Section 1.06. "Assessments" shall mean and refer to all annual assessments, special assessments, individual assessments, and other fees and charges levied by the Association in accordance with the Governing Documents.

Section 1.07. "Association" shall mean and refer to Sunrise Crossing Property Owners Association, Inc., a North Carolina non-profit association.

Section 1.08. "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.09. "Bylaws" shall mean the Bylaws of the Association as they may now or hereafter exist.



Section 1.10. "Common Area", "Common Property", "Access Easement" or "Open Space" shall interchangeably mean and refer singularly or collectively, as applicable, to all real property and improvements thereon or associated therewith, which is/are owned or leased by the Association (or by Declarant for later transfer, lease, or assignment to the Association); easements granted to or reserved by or on behalf of the Association (or Declarant for later transfer or assignment to the Association); and other real property which has been designated "Open Space" or "Access Easement" on any plat recorded in the Office of the Register of Deeds, Dare County, North Carolina by Declarant or in a deed or other written instrument, and also shall refer to all personal property owned or leased by the Association and designated as "Common Property" by the Declarant or the Association. The Common Area and Property are for the common use, enjoyment or benefit of the Owners, and/or for the enhancement or protection of the Property or any part thereof, and may include, without limitation, active and passive recreational areas and facilities. All Common Area shall be subject to the terms and conditions of this Declaration. Common Area may also include, as determined by Declarant in its sole discretion, all water retention and detention ponds and areas, if any, including all stormwater facilities, structures and improvements associated therewith, required to be constructed, repaired, replaced or maintained on or near the Property or any portion thereof by the laws, rules or regulations of any governmental authority having jurisdiction thereof and which are required to handle stormwater runoff from any part or all of the Property.

Section 1.11. "Common Expenses" shall mean and refer to (i) expenses of administration, maintenance, improvement, repair or replacement of Common Area or Common Property and/or rights of way, (ii) expenses declared to be or described as Common Expenses by the provisions of this Declaration, (iii) premiums for hazard, liability or other insurance as may be obtained by the Association, (iv) all other expenses incurred by the Association in carrying out its functions and duties under the Declaration, and (v) charges for utility services used in connection with the Common Area and Improvements thereon.

Section 1.12. "Declarant" shall mean and refer to LGI Land NC, LLC, a North Carolina limited liability company, its successors and assigns in whole or in part.

Section 1.13. "Declarant's Rights and Obligations Period" refers to any and all privileges, powers, easements, exemptions, rights and duties reserved to the Declarant by the Governing Documents, and any reasonable amendments thereto related to the development of Sunrise Crossing. The Declarant's Rights and Obligations Period shall extend until June 1, 2016. The Declarant may voluntarily elect an earlier termination of the Declarant's Rights and Obligations Period by giving written notice to the Association. During the Declarant's Rights and Obligations Period, the Declarant shall have all those Special Declarant's Rights defined by the Act and in addition those rights which shall include at a minimum: the right to make all appointments to the ASC, the right to appoint a majority of the Members to the Board of the Association and the right to approve any amendments to the Governing Documents.

Section 1.14. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Sunrise Crossing as it may be amended and supplemented from time to time as herein provided.

Section 1.15. "Dwelling Unit" shall mean and refer to a dwelling for single-family residential use.



Section 1.16. "Governing Documents" refers to this Declaration, the Sunrise Crossing Association, Inc. Articles of Incorporation and Bylaws of the Association.

Section 1.17. "Improvements" shall mean and include all structures, buildings, storage sheds or areas, roofed structures, decks, patios, parking areas, exterior recreational areas, recreational equipment and facilities, mailboxes, exterior antennae, dishes or other apparatus to receive or transmit television or radio or microwave or other signals, loading areas, trackage, fences, walls hedges, mass plantings, poles, driveways, ponds, lakes, changes in grade or slope of a Lot or Dwelling Unit, silt preparation of a Lot or Dwelling Unit, landscaping, exterior clotheslines, swimming pools, tennis courts, signs, exterior lamination, changes in exterior color or shape and any other exterior construction or exterior structure or other exterior improvement which may not be included in any of the foregoing. The definition of Improvements includes both original Improvements of all Lots and Dwelling Units and all later changes and additions to Improvements.

Section 1.18. "Lot" shall mean and refer to any numbered plot of land which is part of the Property, and which is part of the Property other than the Common Area, and which is shown on any plat in the Office of the Register of Deeds, Dare County, North Carolina which Declarant has recorded, caused to be recorded or approved for recordation.

Section 1.19. "Maintain," "Maintenance" or any substantially similar term used in this Declaration, when applied to a power or duty of the Association shall mean and include, without limitation, the right to maintain, repair, replace, reconstruct, improve, clean, landscape, operate and use the improvement, property or other item which is the subject thereof.

Section 1.20. "Member" shall mean and refer to each Owner of a Lot or Dwelling Unit (automatically a member of the Association as provided in this Declaration.)

Section 1.21. "Owner" shall mean and refer to the possessor(s) of fee simple title to any Lot situated within Sunrise Crossing. Notwithstanding any applicable theory of any lien or mortgage law, Owner shall not mean or refer to any mortgagee or lien trust beneficiary unless and until such mortgagee, or lien trust beneficiary has acquired title pursuant to foreclosure or any legal proceeding in lieu of foreclosure.

Section 1.22. "Plans" shall mean and refer to the complete drawings and specifications for any contemplated Dwelling or Dwelling Unit including, but not limited to those showing the shape, dimensions, materials, basic exterior finishes and colors, location on site, driveway, parking, decorative landscape planting, floor plans and elevations therefor.

Section 1.23. "Property" shall mean the community of Sunrise Crossing, and any additions thereto as are made subject to this Declaration.

Section 1.24. "Sign" shall mean any writing, pictorial representation, emblem, flag, or any other figure of similar character which is (i) a structure or part thereof, or is attached to, painted on or in any other manner represented on an improved or vacant lot or Dwelling Unit, or any other structure, (ii) used to announce, direct attention to, or advertise, and (iii) visible from outside an Improvement.



Section 1.25. "Single Family Home" shall mean any detached home built on any lot within Sunrise Crossing.

Section 1.26. "Special Assessment" shall mean assessments levied in accordance with Article VIII, Section 8.01(2) of the Declaration.

Section 1.27 "Subdivision Plat" shall mean that plat of Sunrise Crossing recorded in the Public Registry of Dare County, North Carolina.

ARTICLE II Property

Section 2.01 Property Made Subject to this Declaration. The real property which shall be owned, held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration shall consist of all lots and lands in Sunrise Crossing as more particularly described on Exhibit "A".

ARTICLE III Membership and Voting Rights

Section 3.01. Membership. Each and every Owner of a Lot or Dwelling Unit within Sunrise Crossing shall automatically become and be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling Unit, and the Board may make reasonable rules relating to the proof of ownership of a Lot or Dwelling Unit.

Section 3.02. Classes of Voting Members. Subject to the rights of Declarant reserved in this Section 3.02, the Association shall have two classes of voting membership as follows:

Class A. Class A Members shall be all Owners of Lots, with the exception of Declarant until such time as Declarant's Class B Membership is converted to Class A Membership as provided in this Article. A Class A Member shall be entitled to one (1) vote for each Lot or Dwelling Unit owned by such Class A Member at the time notice is given of the particular meeting at which Class A membership votes are eligible to be cast. Provided, when two (2) or more persons own or hold interests in any Lot or Dwelling Unit, all such Persons shall be Class A Members, and the one (1) vote for such Lot or Dwelling Unit shall be exercised as they, among themselves, determine, but fractional voting shall be prohibited and in connection with any particular vote no more than one Class A Membership (1) vote shall be cast with respect to each Lot or Dwelling Unit.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot or Dwelling Unit owned by the Class B Member at the time notice is given of the particular meeting at which the Class B votes are eligible to be cast.

The Class B Membership shall terminate and be converted to Class A Membership upon the happening of the first to occur of the following:



- (a) when the total votes outstanding in Class A Membership equal the total votes outstanding in Class B Membership; or
- (b) voluntary termination by Declarant; or
- (c) June 15, 2016

Section 3.03. Voting, Quorum and Notice Requirements. Except as may be otherwise specifically set forth in this Declaration, the Articles or the Bylaws, the vote of the majority of the aggregate votes entitled to be cast by all classes of the Members present, or represented by legitimate proxy, at a legally constituted (duly called) meeting of the Association at which a quorum is present, shall be the act of the members with respect to the matter that is the subject of such vote. The number of votes required to constitute a quorum shall be as set forth herein or in the Bylaws. Notice requirements for all action to be taken by the Members of the Association shall be as set forth herein or in the Bylaws. In the event of a conflict between the two documents, the Bylaws will control.

Section 3.04. Termination of Membership. A Person's membership in the Association shall terminate automatically whenever such Person ceases to be an Owner, but such termination shall not release or relieve any such Person from any liability or obligation incurred under or in any way connected with the Association during the period of such Person's ownership of a Lot or Dwelling Unit, or impair any rights or remedies which the Association or any other Member has with regard to such former member.

ARTICLE IV Property Rights in the Common Area

Section 4.01. Easement of Enjoyment. Subject to the provisions of this Declaration (and subject to the provisions of any Supplemental Declaration or Additional Declaration which may be applicable and not inconsistent herewith), every Owner shall have a right and easement of use and enjoyment in and to the Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Lot or Dwelling Unit; provided however, such easement shall not give such person the right to make alterations, additions or improvements to any part of the Common Area or Limited Common Area. Subject to the terms of the Governing Documents, any Owner may delegate such Owner's right of use and enjoyment in and to the Common Area to the members of such Owner's family, such Owner's tenant or contract purchasers who reside on the Owner's Lot or Dwelling Unit.

Section 4.02 Extent of Owners' Easement. The rights and easements of enjoyment created in Section 4.01 of this Article IV shall be subject to the following:

- (a) all provisions of this Declaration affecting such rights and easements, including without limitation those contained in this Article;
- (b) the right of the Association to prescribe and enforce regulations governing the use, operation and maintenance of the Common Area (including limiting the number of guests of Members who may use the Common Area);



- (c) the right of the Association to borrow money for the purpose of improving, repairing, replacing and maintaining the Common Area and facilities and/or the Landscaped Rights-of-Way and in connection with such borrowing to mortgage the Common Area, provided the rights of such mortgagee in the Common Area shall be subordinated to the rights of the Association and the Owners hereunder (Note: the term "mortgage" when used in this Declaration also includes a Deed of Trust and any other type of security interest in real or personal property).
- (d) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
- (e) the right of the Association to suspend the voting rights and the right to use recreational facilities of the Common Area if any, by an Owner (including his tenants) for any period during which any assessment against such Owner's Lot or Dwelling Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations; and,
- (f) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities that may be placed within the Common Area.

Section 4.03. Changes in Boundaries; Additions to Common Areas. Declarant expressly reserves for itself and its successors and assigns the right to reasonably change and realign the boundaries of the Common Areas and any Lots owned by Declarant, provided that any such change or realignment of boundaries shall not materially decrease the acreage of the Common Areas and shall be evidenced by the revision of and/or addition to those plats of Sunrise Crossing which shall be recorded in the Office of the Register of Deeds of Dare County, North Carolina. Except as provided herein, lots may not be subdivided or separated into smaller lots or any portion of the lot separately conveyed.

Section 4.04. Damage or Destruction of Common Areas by Owner. If any Owner or any of their guests, tenants, licensees, agents, employees of Owner or his family damages any of the Common Areas as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Lot Assessment payable by the responsible Owner. In the event an Owner disputes either responsibility or the amount of damage claimed, then the Owner may request a hearing pursuant to the provisions of this Declaration and any liability determined shall be an assessment secured by lien as allowed by the Act.

Section 4.05. Streets. The Association may make rules and regulations concerning driving and parking within Sunrise Crossing including any designations of parking, the posting of speed limits and any other traffic signs to take reasonable measures to discourage excessive speed and encourage safe driving on the streets.

Section 4.06. Title to the Common Areas. The Declarant shall retain the legal title to the Open Spaces until such time as it has completed improvements, if any, thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any



provision to the contrary herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the Common Areas to the Association at its option anytime prior to June 15, 2016.

Section 4.07. Sales and Construction Offices. Notwithstanding any provisions of restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant and its successors and assigns during the Declarant's Rights and Obligations Period, the alienable and transferable right and easement in and to Sunrise Crossing for the maintenance of signs, sales offices, construction offices, business offices and model Dwelling Units, together with such other facilities as may be reasonably required, convenience, or incidental to the completion and improvement of Common Areas, and/or sale of Lots, for so long as Declarant owns any Lot or Dwelling Unit primarily for the purpose of sale.

Section 4.08. Model Homes. During the Declarant's Rights and Obligations Period, the only Dwelling Units which may be used as "sales offices" or "model homes" shall be those which have been specifically approved in writing by the Declarant in its sole discretion.

Section 4.09 Access. Access to the subdivision is by Colington Road. Seller will provide a county approved road to the subdivision. Seller has completed all asphalt roads to each lot within the subdivision. The Property Owner's Association (POA) will maintain all roads and bridge until the subdivision meets the number of residents required for North Carolina Department of Transportation (NCDOT) to assume maintenance.

ARTICLE V

Declarant's Reserved Rights and Obligations

Section 5.01. Duration of the Declarant's Rights and Obligations Period. The rights and obligations reserved for the benefit of the Declarant (the "Declarant's Rights and Obligations Period") shall extend until June 15, 2016. The Declarant, however, may elect to voluntarily terminate all or any portion of the Declarant's Rights and Obligations Period by expressing such election in writing to the Association.

Section 5.02. Right to Complete Sunrise Crossing. The Declarant shall have the right to conduct all lawful activities required or related to the completion of Sunrise Crossing as such may be reasonably amended from time to time and as approved under the Ordinances of Dare County, North Carolina.

Section 5.03. Governing Documents. During the Declarant's Rights and Obligations Period, the Association shall make no amendments to the Governing Documents or take any other action that may adversely affect the Declarant's interest without the Declarant's prior written consent.

Section 5.04 Easements. The Association shall take no action seeking to alter easements established in the Governing Documents by the Declarant, nor to prevent establishment of easements necessary to complete Sunrise Crossing.

Section 5.05. The Declarant's Representation on the Board. During the Declarant's Rights and Obligations Period, the Declarant shall have the right to appoint two of the three members serving on the Board of the Association which right of appointments may earlier be terminated as provided in Section



5.01 herein. The number of members of the Board and composition may not be changed during the Declarant's Rights and Obligations Period without the Declarant's written consent.

ARTICLE VI Architectural Standards

Section 6.01. Purpose. Declarant desires to provide for the preservation of the values of Sunrise Crossing with respect to any Dwelling Unit to be constructed on any portion of the Property. To that end, Declarant will establish an Architectural Standards Committee (the "ASC"). The purpose of the appointed ASC is to maintain standards as to appearance, shape, dimension, construction material, and color among other things, in order to establish a desirable consistency and harmony among adjacent and surrounding structures and relative to location and topography.

Section 6.02. Advance Approval Required. All construction (which term shall include within its definition: staking, clearing, excavation, grading and other site work) or modification (except interior alterations not affecting the external structure or appearance of any building) including plantings or removal of plats, trees or shrubs shall not take place except in strict compliance with this Article until the requirements below have been fully met and written approval of the Architectural Standards Committee ("ASC") has been obtained. Unless approved in accordance with this Article, no structure, including, but not limited to: boat docks, boat ramps, boat lifts, piers, bulkheads, walkways, nature walks involving any above-ground structures, satellite antennae, fences, porches, patios, decks, privacy walls, gates, pools, whirlpools and awnings, shall be placed, erected or installed upon any Lot and/or Dwelling Unit.

Unless otherwise approved by the ASC, all improvements constructed on any portion of Sunrise Crossing shall be designed by and built in accordance with the plans and specifications of an approved, licensed architect and an approved, licensed general contractor. For the purposes of this Article, an "Approved Licensed Architect" and "Approved Licensed General Contractor" shall mean an architect or general contractor properly licensed who has made application and has been approved by the ASC. The requirements and procedure for becoming an approved architect or general contractor shall be determined by the ASC and may include standards other than those established by State licensing boards.

This Article shall not apply to the activities of the Declarant, nor to construction of improvements or modifications to the Common Areas by or on behalf of the Association.

This Article may not be amended during the Declarant's Rights and Obligations Period without the Declarant's prior written consent.

Section 6.03. Architectural Standards Committee. During the Declarant's Rights and Obligations Period, the Declarant retains the right to determine the composition and appointment of all members of the ASC. Thereafter, all appointments shall be made by the Board.



Responsibility for administration of the Architectural Guidelines and review of all applications for construction and modifications under this Article VI shall be handled by the ASC. The members of the ASC need not be Owners within Sunrise Crossing and may include architects, engineers or similar professionals whose compensation, if any, shall be established and remitted from time to time by the Declarant. The Declarant may establish reasonable fees to be charged by the ASC for review of applications herein and may require such fees to be paid in full prior to review of any application.

Section 6.04. Guidelines and Procedures. The Declarant shall prepare the initial design and development guidelines and applications and review procedures (the "Architectural Guidelines") which shall be applicable to all construction activities within Sunrise Crossing.

Prior to submission of any plans, an Owner must first obtain a copy of the Architectural Guidelines, review those Guidelines and complete the application attached to or a part of the Architectural Guidelines. The ASC will not review any application other than the uniform application adopted by the ASC.

The ASC shall adopt the Architectural Guidelines and thereafter shall have sole and full authority to reasonably amend the Architectural Guidelines from time to time after consent of the Board of the Association, provided said amendments are consistent with the Statement of Purpose set forth within this Declaration; however, any amendments during the Declarant's Rights and Obligations Period must have the prior written consent of the Declarant.

The ASC shall make the Architectural Guidelines available to Owners and approved Architects and General Contractors who seek to engage in any development and construction in Sunrise Crossing and all such persons shall conduct their activities in strict accordance with the Architectural Guidelines. A written document acknowledging receipt of the Architectural Guidelines shall be signed by the appropriate General Contractor prior to commencement of any construction activity. All Owners, Architects, General Contractors, sub-contractors, materialmen, laborers and their agents shall conduct their activities strictly in accordance with the Architectural Guidelines.

Any amendments to the Architectural Guidelines adopted from time to time in accordance with this Article shall apply to construction and modifications commenced after the date of such amendment only, and shall not require modifications to or removal of structures previously approved by the ASC once the approved construction or modification has commenced.

The ASC may promulgate from time to time detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials and location of any proposed construction and any modification, addition or alteration to any prior approvals shall be submitted to the ASC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, and as to location in relation to surrounding structures, topography and finished grade elevation.

The plans to be submitted must include site plans which depict all access streets and walkways, pathways, exterior improvements, grading, drainage plan, fill plan, if any, indicating runoff, foundation plan, exterior and lighting plan. The architectural drawings submitted must include total enclosed heated/air conditioned square footage, the floor plans, including an exact computation of the square



footage of each floor and drawn to the scale of one quarter inch equals one foot, elevation drawings for all sides which shall indicate existing grade, fill and finished floor elevation, detailed drawings of typical wall sections and any other extra features, and a complete identification of colors and materials, including shingles, siding and color.

At the time of submission, three sets of plans shall be submitted with the completed ASC application form along with an application fee of \$500.00 and a forfeitable security deposit of \$2,000.00. Construction of all improvements must be completed within twelve months from the date the ASC grants an applicant approval. The security deposit or balance thereof will be returned after completion of construction and compliance with the approved plans, and repair of any damage caused by the applicant or his/her agents, workmen, contractors, materialmen or others working at the site.

Section 6.05. Non-Precedential Nature of Approvals. Each applicant acknowledges that the composition of the ASC will change from time to time and that decisions regarding aesthetic matters and interpretation and application of the Architectural Guidelines may reasonably vary from time to time. In addition, each applicant acknowledges that it may not always be possible to identify objectionable features of proposed Improvements until the Improvements are completed, in which case it may be unreasonable to require changes to the Improvements previously approved, but the ASC may refuse to approve similar Improvements in the future. Approval of Improvements for any particular applicant or Dwelling Unit shall not be deemed a waiver of the right to withhold approval as to any similar Improvements subsequently submitted for approval.

Section 6.06. No Waiver of Future Approvals. The approval of the ASC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ASC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Section 6.07. Basis for Decision and Variance. The ASC shall approve or disapprove any application in its reasonable discretion, based primarily on adherence with the Architectural Guidelines; however, the ASC reserves the right to grant variances based on architectural merit and on existing landscape conditions. The ASC may also consider the nature, kind, shape, height of materials and location of the proposed improvements, harmony with surrounding structures and topography, and other factors including purely aesthetic considerations, which in the sole opinion of the ASC will affect the desirability or suitability of the construction.

Section 6.08. Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the ASC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the ASC or the Association, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Dwelling Unit.

Section 6.09. Enforcement. Any construction, alteration or other work done in violation of this Article or in a manner inconsistent with the application approved by the ASC shall be deemed to be



nonconforming. Upon written request from the ASC (“Notice of Nonconformity”), an Owner shall, at his own cost and expense, promptly remove the nonconformity and restore the property to substantially the same condition as existed prior to the creation of the nonconformity. In the event an Owner is in disagreement as to the Notice of Nonconformity, then the Owner has the right to request a hearing before a three-member panel designated by the ASC provided the Owner delivers written notice for request of hearing to the Secretary of the Association no later than ten (10) days from the date the Owner received the Notice of Nonconformity. Upon receipt of any request for hearing, the Secretary of the Association shall thereafter calendar a hearing not less than seven (7) days nor more than fifteen (15) days before the ASC. Subject to procedures established by the ASC, any Owner may appeal the ASC’s decision to the Board. The Board at its election may either calendar a further hearing or uphold, modify or reverse the decision of the three member panel of the ASC and said decision by the Board shall be final. Upon issuance of the Notice of Nonconformity, all construction shall be stayed pending compliance by the Owner or resolution by the ASC or review and final decision by the Board. A stop-work order may be posted on the Owner’s property by the ASC. **Should an Owner fail to remove and restore any nonconformity as required hereunder, the Association or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs, together with the interest at the maximum rate them allowed by law, including reasonable attorney’s fees allowed by the Act, may be assessed against the nonconforming Lot or Dwelling Unit and collected as an Individual Assessment pursuant to Section 8.04.**

Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded by the Declarant (during the period of the Declarant’s Rights and Obligations Period) from Sunrise Crossing, subject to the notice and hearing procedures established by the ASC. In such event, neither the Association, its officers nor directors shall be held liable to any person for exercising the rights granted by this section.

In addition to the foregoing, the ASC shall at its option have the authority and standing, on behalf of and with approval of the Association Board, to independently pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ASC.

ARTICLE VII
Use Restrictions

Section 7.01. Purpose. In order to preserve the natural setting and beauty of Sunrise Crossing, and to establish and preserve a harmonious and aesthetically pleasing design pursuant to standards promulgated by the Association, and to protect and promote the value of all properties within Sunrise Crossing each Lot and Dwelling Unit located within Sunrise Crossing shall be subject to the restrictions set forth in this document. Every grantee of any interest in Sunrise Crossing (unless specifically exempted) by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of all covenants and restrictions.

Section 7.02. General Provisions. All Properties within Sunrise Crossing shall be used only for single family and home office purposes consistent with this Declaration and any reasonable amendments. All dwelling units shall contain no less than 1800 square feet of usable and heated living





area exclusive of porches and garages. The Association acting through its Board shall have authority to make and to enforce these standards and restrictions governing the use of Sunrise Crossing. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees. The Use Restrictions provided herein are not intended to interfere with the interior confines of Dwelling Units, except that the Association with approval of the Board may reasonably restrict or prohibit the following:

- (1) activities not normally associated with residential or home office. Except as otherwise provided herein, no business activity or trade of any kind (other than activities related to development of Sunrise Crossing by Declarant, installation and maintenance work by utility providers and persons responsible for street maintenance or replacement of a single-family residence or improvement or maintenance of a Lot or Dwelling Unit) shall be constructed on any Lot or within any Dwelling Unit, except that an Owner residing in a Dwelling Unit on a Lot may conduct business activities within the Dwelling Unit as long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door to door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, a hazardous or offensive use or threaten the security or safety of other residents of Sunrise Crossing, as may be determined in the sole discretion of the Board. The term "business" and "trade" as used in this Section, shall be construed to have the ordinary, generally accepted meanings, and shall include without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provisions of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part time, and such activity is intended or does generate a profit; or a license is required therefore;
- (2) activities that create a danger to the health or safety of the occupants of other Dwelling Units;
- (3) activities that generate excessive noise or traffic; and
- (4) activities that create unsightly conditions visible outside the Dwelling Unit.

Section 7.03. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any portion of the Property or in any Dwelling Unit except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, that they do not create a nuisance (in the judgment of the Board), such as, but without limitation, by number, noise, odor, damage or destruction of property or refuse and further provided that they are kept and maintained in compliance with (i) all laws and ordinance of the State of North Carolina, Dare County, or other applicable governmental entity relating thereto; and (ii) such rules and regulations pertaining thereto as the Board may adopt from time to time. In no event shall more than three dogs and/or three cats be regularly kept on any Lot or in any Dwelling Unit, except for newborn offspring of household



pets which are under nine (9) months of age. Notwithstanding the foregoing, Pitbulls are expressly prohibited, and the Association shall have the right to prohibit or require removal of any dog or animal, which after consideration of factors such as size, breed, disposition or the animal, interference by the animal with the peaceful enjoyment by other Owners of their Lots and the security measures taken by the Owner with respect to such animal, the Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard. Every person owning or having possession, charge, care custody or control of any dog shall keep such dog exclusively upon his own Lot; provided however, that such dog may leave the Lot if it is under the control of a competent person and restrained by a chain, leash or other means of adequate physical control.

Section 7.04. Antennae. No exterior antennae, earth satellite station, microwave dish or other similar improvements may be constructed, placed, maintained or allowed to remain on any Lot or Dwelling Unit (or on any Improvement) other than a "Reception Device". As used herein, a Reception Device shall refer to a satellite dish or other device designed to receive video programming or antenna designed to receive over-the-air broadcast signals from local television stations. The use of a Reception Device is allowed, but will be limited as follows: (i) a Reception Device thirty-nine (39) inches or smaller in diameter is allowed, and Reception Devices larger than one meter are prohibited; (ii) Reception Devices must be installed on the Dwelling Unit in an inconspicuous location (so long as the quality of reception is not impaired); (iii) for safety purposes, no Reception Device may be installed that would extend higher than twelve (12) feet above the roofline of the Dwelling Unit without approval from the Architectural Control Committee; (iv) for safety purposes, Reception Devices shall not be installed closer to an adjacent Dwelling Unit than the total height of the Reception Device; (v) the Owner of the Dwelling Unit upon which the Reception Device is located shall be solely responsible for the maintenance, repair, upkeep and all other costs associated with the Reception Device, including any medical expenses incurred by any person injured by the use of such Reception Device; and (vi) the Reception Device should be painted an appropriate color to match the surrounding environment if it would not unreasonably increase the cost of the Reception Device. If any provision of this Section 7.04 is found to be invalid, the remainder of these provisions shall remain in full force and effect.

Section 7.05. Attachments. No permanent attachments of any kind or character whatsoever shall be made to the roof or exterior walls of any Dwelling Unit unless such attachments shall have been first submitted to and approved by the Architectural Control Committee; provided, however, "Reception Devices" (as defined in Article 7.04 herein) may be attached to the roof or exterior wall of a Dwelling unit without approval by the ASC so long as the requirements of Article 7.04 are met. No outdoor clotheslines shall be allowed on any Dwelling Unit or Lot. Window air-conditioning units are not allowed. All components of HVAC systems located outside a Dwelling Unit must be screened by lattice and planted vegetation, which vegetation must be maintained.

Section 7.06. Lawn Furniture and Statues. No lawn furniture or decorative items, such as statuettes or renderings of animate or inanimate objects shall be maintained in the front or side yards of any Lot or Dwelling Unit unless shielded from view by landscaping, a fence or a wall approved in advance and in writing by the ASC.

Section 7.07. Nuisances, Unlawful Use and Quiet Enjoyment. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist on any property within Sunrise Crossing. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having



jurisdiction shall be complied with. No portion of Sunrise Crossing shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition, or that will emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. Exterior loud speakers are prohibited on individual lots, except in pool areas and exterior decks.

Section 7.08. Pest-Control. All Dwelling Units must be subject to an agreement for periodic pest-control. All pest-control measures must be environmentally friendly with the lowest amount of environmentally harmful chemicals allowed and any measures which can be performed by organic means shall be the method of treatment. Further, organic pest-control measures, if available, must be performed on the soil of a Lot prior to commencement of any construction.

Section 7.09. Recreational Vehicles. Neither a motorboat, houseboat or other similar waterborne vehicle, nor any airplane, nor any travel trailers, other trailers or "camper" vehicles may be maintained, stored or kept on any portion of the Property, except in (i) enclosed garages or (ii) in area(s) specifically approved and with screens or covers as specifically approved by the Declarant or ASC (in the absence of approval or disapproval by Declarant).

Section 7.10. Rental of Dwelling Units. The individual renting of Dwelling Units within Sunrise Crossing is allowed.

Section 7.11. Rules of the Association. All Owners and occupants of Lots or Dwelling Units shall abide by all rules and regulations adopted by the Association from time to time. The Board and the Declarant, for so long as there remains a Class B Membership, shall, jointly or severally, have all the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association and/or the Declarant for all damages and costs, including reasonable attorneys fees.

Section 7.12. Signage. No signage of any kind, including "for sale" and "for rent" shall be erected within Sunrise Crossing without the written consent of the ASC, except entry signs, directional signs and signs showing the name of a Dwelling Unit, or other signs as erected by Declarant during the Declarant's Rights and Obligations Period. Any permitted signage shall conform to uniform signage approved by the ASC, which signage shall not contain the logo or name of any real estate agency or real estate agent other than the exclusive agent appointed by Declarant during the Declarant's Rights and Obligations Period. Declarant shall have the right to erect signs as it, in its discretion, deems appropriate. Each Owner shall display an exterior sign on the Dwelling Unit as approved by the ASC which includes the name and street address of the Dwelling Unit. Except for the flags of the United States of America, or a State therein, prohibitive signage shall also include flags of any kind that are not to be displayed on any Lot or family Dwelling Unit unless the owners receive written approval from the ASC.

Section 7.13. Site Line Limitations. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines, or, in the case of a



rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. Tree lines will be maintained at sufficient height to prevent obstruction of sight lines. Declarant reserves the right to waive the foregoing requirements with respect to Common Area.

Section 7.14. Time Sharing. No time-share ownership of property is permitted in Sunrise Crossing. For purposes of this section, the term "Time-Share Ownership" shall mean a method of ownership of an interest in a property under which the exclusive right of use, possession or occupancy of the property circulates among the various Owners on a periodically reoccurring basis over a scheduled period of time.

Section 7.15 Special Provisions re. Boat Lifts and Waterfront Structures. It is recognized that Colington Cut, shown on the recorded subdivision plat, is a beautiful boating canal abutting Lots 1, 4 through 10, and 12 through 28, and many lot owners will want to build docks, piers and boat lifts. The "cut" or canal, is frequently used by public boating traffic and structures along the canal are regulated under the Coastal Area Management Act (CAMA), perhaps the United States Army Corps of Engineers and the subdivision Architectural Standards Committee (ASC). Boat lifts installed parallel to the centerline of the canal shall be required for the protection of Lot and/or Dwelling Unit owners' vessels. Owners should also be aware that regulations are subject to change. The property owners of Sunrise Crossing understand that the Colington Cut waterway is a high traffic waterway for commercial and pleasure craft and that the property owners will not petition to have Colington Cut a no-wake zone.

Section 7.16. Driveways. Driveways and areas for the parking of vehicles shall be constructed of asphalt or concrete, and the locations thereof shall require the advance review and approval of the ASC.

Section 7.17. Compliance Provisions.

- (a) Owner's Responsibility. Each Owner and Owner's family members, guests and tenants shall conform and abide by the Covenants contained in this Declaration and any Rules and Regulations which may be adopted from time to time by the Association. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.
- (b) Notice, Hearing and Fines. Unless otherwise provided, an Owner who is believed to be in violation of this Declaration or any Rules and Regulations adopted by the Board, shall be sent a "Notice of Violation" setting forth the violation, any requested corrective action, and if applicable, notice of any proposed suspension of privileges within Sunrise Crossing and any fines which may be assessed. Upon receipt of a Notice of Violation, the Owner may either take the corrective action set forth within the Notice of Violation, or, in the event an Owner is not in agreement with the terms of the Notice of Violation, then prior to any proposed suspension or assessment of any fines, the Owner has the right to a hearing before the Board provided the Owner delivers written notice for request of hearing to the Secretary of the Association no later than ten (10) days from the date the Owner received the Notice of Violation. Upon receipt of any request for hearing, the Secretary of the Association shall



thereafter calendar a hearing before the Board in not less than seven (7) days nor more than thirty (30) days. If it is determined that the Owner is in violation and a fine shall be imposed, a single fine not to exceed \$100.00 may be imposed for the violation up to the time of the hearing and without further hearing, for each day after the decision by the Board that a violation has occurred. In the event it is determined that privileges are to be suspended, the suspension may continue without further hearing until the violation or delinquency is cured. All costs, together with interest at the maximum rate permitted by law, including reasonable attorney fees as allowed by the Act, may be assessed against the Owner's property and collected as an Individual Assessment pursuant to Section 8.04. Notwithstanding the enforcement provisions provided herein, the primary goal is not to punish but to conciliate and resolve problems. The Board may suggest or approve agreements and withhold the penalty of paying a fine if the agreement is honored. The provisions provided herein for notice and hearing only apply to those matters which could result in an individual assessment being levied and do not apply to any other type of assessments.

- (c) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively.

Section 7.18. Stormwater Management.

- (a) Allowable built-upon area. The allowable built-upon area shall not exceed the square feet shown in the attached table, inclusive of that portion of the right-of-way between the front lot line and the edge of the pavement, structures, pavement, walkways of brick, stone, slate, not including wood decking.
- (b) Stormwater Covenants. The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the State.
- (c) Vegetative Conveyances. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

ARTICLE VIII
Assessments

Section 8.01. Creation of Assessments, Personal Obligation and Lien. Each owner, other than the Declarant, of any Lot or Dwelling Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and does hereby covenant and agree to all the covenants, easements and restrictions of this Declaration, and furthermore agrees to pay to the Association:

- (1) annual assessments or charges;
- (2) special assessments for capital improvements (such annual and special assessments to be fixed, established and collected from time to time as herein or in the Bylaws provided); and



- (3) individual assessments levied against an Owner to reimburse the Association for extra costs for maintenance and/or repairs caused by the failure of such Owner to maintain such Owner's individual Lot or Dwelling Unit and Improvements thereon, or for damage to or destruction of Common Area by the Owner or the Owner's guests, tenants, licensees, agents, or family members, all of such assessments and charges to be fixed, established and collected as hereinafter provided; together with the costs, fees and expenses including reasonable attorney's fees (the "costs of collection") incurred by the Association incidental to the enforcement of any Rules and Regulations, collection of assessments or collection of damages or charges arising under the Governing Documents. All assessments together with interest and late payment fees, and any costs of collection shall be a charge on the lands and shall be a continuing lien upon the Lot or Dwelling Unit against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be a personal and continuing obligation of the person or persons jointly and severally, who is (are) the Owner(s) of such Lot or Dwelling Unit at the time when the assessment fell due.

An Owner's personal obligation for payment of such assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but the lien against such Owner's Lot or Dwelling Unit as established in this Declaration shall continue in effect (unless terminated as otherwise provided herein). No Owner shall be exempt from liability for any assessment provided for herein by reason of non-use of such Owner's Lot or Dwelling Unit or the Common Area. This Declaration shall, pursuant to Section 6-21.2 of the North Carolina General Statutes, constitute an evidence of indebtedness with respect to the obligation to pay each assessment provided for herein and attorneys' fees for the collection of the same, if necessary.

Section 8.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, security, safety and welfare of the residents of Sunrise Crossing and in particular for:

- (a) The improvement, maintenance and replacement of the Common Areas (including, without limitation, the landscaped right-of-way);
- (b) Establishment of capital replacement reserves;
- (c) For the acquisition of services and facilities devoted to the foregoing purposes or for the use and enjoyment of the Common Areas, including but not limited to, the cost of repairs, replacements, additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance related to the Common Areas, its facilities and use in accordance with the Governing Documents, the employment of counsel to represent the Association if necessary, and such other requirements as may be necessary to perform all of the aforesaid functions and purposes;
- (d) Carrying out the purposes and duties of the Association as stated in its Articles and Bylaws and as stated in this Declaration.



- (e) The maintenance and replacement, as required, of the "access easement" walkway and community dock at the line between Lots 5 and 6.

Without limiting the generality of the above-described purposes, the assessments levied by the Association may be used for the acquisition, construction, improvements (including landscaping and planting) and maintenance of any common facilities located or to be located in the Common Area and Landscaped Rights of Way.

Section 8.03 Initial Maximum Annual Assessment and Annual Assessment. The gross initial maximum annual assessment for the calendar year 2006 shall be as follows, prorated accordingly:

<u>Owner Members</u>	<u>Annual Assessment</u>
Per Lot	\$300.00

The maximum annual assessment for each successive calendar year thereafter shall be established by the Board as otherwise provided. Within thirty (30) days after adoption of the yearly budget, the Board shall provide to all Owners a summary of the budget and a notice of the meeting to consider ratification of the budget. The Board shall set a date for a meeting of the Owners to consider ratification of the budget, such meeting to be held not less than ten (10) nor more than sixty (60) days after mailing of the summary and notice. A quorum need not be present at such meeting, and the budget is ratified unless at that meeting the Owners entitled to exercise fifty-one percent (51%) of the votes in the Association, by proxy or in person, reject the budget.

Section 8.04. Individual Assessment. An Individual Assessment may be levied against an Owner to reimburse the Association for costs incurred in bringing the Owner and/or such Owner's Lot or Dwelling Unit into compliance with the Governing Documents, provided such Individual Assessment may only be levied on the affirmative majority vote of the Board, after notice of an opportunity for hearing has been provided to the Owner.

Section 8.05. Emergency Assessments. In addition to the annual assessments, special assessments, and individual assessments authorized herein, in the event of an "Emergency" (as hereinafter defined), the Board, on behalf of the Association, in the Board's sole discretion, may levy an emergency assessment for the purpose of taking preventive, protective, stabilizing or remedial actions to protect the Common Area or any Improvements located thereon, and to further reconstruct, repair or replace any portion of the Property or Improvements following such Emergency. An "Emergency" for purposes of this Section includes, but is not limited to, floods, hurricanes, tornadoes, fires, acts of God or other naturally occurring phenomena. An emergency assessment shall be due and payable as established by the Board.

Section 8.06. Rate of Assessments.

- (a) Except as otherwise set forth herein, assessments other than individual assessments must be fixed at a uniform rate for all Lots. Annual Assessments other than individual or special assessments may be collected on a monthly, quarterly, annual or other basis, as determined by the Board in its sole discretion, and may be collected in advance. The



Board shall have the power at any time and from time to time, in its sole discretion and upon such terms and conditions as the Board deems appropriate, to allow percentage discounts to Owners who pay assessments earlier than would otherwise be required for such payments; provided, however, all such discounts shall be made available to and applied uniformly to the Owners of all Lots that are subject to the assessment to which the discount applies.

(b) Notwithstanding anything to the contrary that may appear in this Declaration, all Lots and Dwelling Units owned by Declarant or its affiliates shall be exempt from annual, special, and individual assessments, until the initial sale of the particular Lot or Dwelling Unit to a third party, or until the expiration of the Declarant's Rights and Obligations Period, whichever occurs first.

Section 8.07. Commencement of Assessments: Establishing the Amount; Due Dates. The annual assessment shall commence with respect to the Dwelling Units and Lots in any Phase on the first day of the month immediately following the month in which the first Lot or Dwelling Unit in Sunrise Crossing conveyed to the Owner by Declarant, and the amount of the first annual assessment applicable to the Lot or Dwelling Unit shall be prorated in accordance with the number of months remaining in the calendar year on and after it becomes applicable to the Lot or Dwelling Unit. A special assessment and/or individual assessment shall be applicable to each Lot or Dwelling Unit subject to this Declaration at the time such assessment is established. The Board shall establish the amount of the annual assessment for the ensuing calendar year at least thirty (30) days in advance of the beginning of such year, and the Board shall cause written notice of the new annual assessment to be sent to at least one of the Owners of each Lot or Dwelling Unit subject to the assessment. Subject to any limitations contained in the Governing Documents and applicable laws, the Board is empowered at any time and from time to time to establish due dates and penalties for late payment of annual and special assessments. The failure of the Board to establish the amount of any annual assessment as required herein shall not be a waiver or modification in any respect of the provisions of this Declaration, or a waiver of the Board's right to establish the annual assessment at any time during the calendar year to which it is applicable, or a release of any Owner from the obligation to pay the assessment or any installment thereof for that or any subsequent year, and the annual assessment established for the immediately preceding calendar year shall continue in effect until the Board has established the new annual assessment. All assessments shall be due within thirty (30) days after the date on which notice is mailed or such later date as might be provided in the notice. Assessments not paid within the period are delinquent.

Section 8.08. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien, Remedies of Association. If the assessments are not paid on the date due (being the dates referred to in Section 8.07 of this Article), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as herein provided, thereupon become a continuing lien on the Lot or Dwelling Unit. The personal obligation of the Owner to pay such assessment shall remain his personal obligation for the statutory period and shall be binding on any successor in interest.

If the assessment or assessments are not paid within thirty (30) days after the delinquency date, the assessment or assessments shall bear interest from the date of delinquency at the rate of interest set by the Board, not to exceed the maximum rate permitted by law, and the Board acting on behalf of the



Association may authorize its officers to bring appropriate civil action against the Owner personally obligated to pay the same or to foreclose the lien against any such Lot or Dwelling Unit and there shall be added to the amount of such assessment, the costs of such action and reasonable attorney's fees as allowed by the Act or other cost incurred by the Association. In the event a judgment is obtained against any Owner for such assessments, such judgment shall include interest on the assessment at the maximum rate permitted by law and a reasonable attorneys' fee as allowed by the Act together with the costs of the action.

Section 8.09. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon any Lot or Dwelling Unit, subject to assessment. The subordination shall not relieve any Lot or Dwelling Unit from liability for any assessments now or hereafter due and payable, but the lien thereby created shall be secondary and subordinate to any first mortgage or deed of trust as if said lien were a second mortgage or deed of trust, irrespective of when such first mortgage or deed of trust was executed and recorded.

Section 8.10. Exempt Property. All Common and Limited Common Areas and all Lots, Dwelling Units, and other portions of the Property owned by Declarant, shall be exempt from the assessments and liens created herein. Provided, however, no real property or improvements subject to this Declaration and occupied and used for residential dwelling purposes shall be exempt from such assessments and liens, other than Lots and Dwelling Units owned by Declarant and any affiliates of Declarant which property shall be exempt from assessments during the Declarant's Rights and Obligations Period.

Section 8.11. Certificate of Payment. The Secretary of the Association shall furnish a certificate stating whether and the amount of any assessments owed by an Owner. Such certificate may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE IX Maintenance

Section 9.01. Responsibilities of Owners. Each Lot or Dwelling Unit Owner shall be responsible for all maintenance and repair of his Lot and/or Dwelling Unit together with all other improvements thereon or therein and all landscaping of grounds on and within the Lot. Each owner shall be responsible for maintaining his Lot in a neat, clean and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all improvements and other structures and all trees, shrubs, hedges, walkways, driveways and other landscaping consistent with the site plan and landscape plan approved by the ASC.

Section 9.02. Responsibilities of the Association.

- (a) The Association shall maintain and keep in good repair the Common Areas, such maintenance to be funded as hereinafter provided. The maintenance shall include, but need not be limited to, all interior roads and streets until same are accepted by a public authority, all landscaping and other flora, structures, any private street, pedestrian



pathways, access walkways, all stormwater management facilities (including without limitation, ponds, basins storm drainage pipes, or oil grit separators, drainage areas and underground facilities, if any) and any recreational facilities which become available for use as determined by the Declarant whether or not title to such facilities has been conveyed to the Association. All costs associated with maintenance, repair and replacement of the Common Areas shall be a Common Expense to be allocated among all Owners as part of the Common Assessment.

Section 9.03. Compliance. The Association shall have the right but not the obligation to cure any maintenance deficiencies of an Owner (including but not limited to external care of windows, siding and roofing) in which event the Association shall give a "Notice of Maintenance" to the Owner setting forth those matters in need of repair and requesting that the same be addressed and said repairs completed within thirty (30) days from the date of said notice. Upon timely written request by an Owner to the Secretary of the Association, the ASC shall give consideration to any reasonable request by the Owner for an extension to complete said repairs beyond thirty (30) days. In the event the Owner is in disagreement as to the need for repairs or corrections requested within the Notice of Maintenance, then the Owner has the right to request a hearing before a panel of three Members designated by the ASC provided the Owner delivers written notice for request of hearing to the Secretary of the Association no later than ten (10) days from the date the Owner received the Notice of Maintenance. Upon receipt of any request for hearing, the Secretary of the Association shall thereafter calendar a hearing not less than seven (7) days and no more than thirty (30) days before the panel. Subject to procedures that may be established by the Association, any Owner may appeal the panel's decision to the Board. The Board in its discretion may either calendar a further hearing or uphold, modify or reverse the decision of the three member panel of the ASC and said decision by the Board shall be final.

Should an Owner fail to make the repairs as set forth within the Notice of Maintenance, then the Association or its agent shall have the authority to enter upon the Owner's property to repair and restore the Lot and/or Dwelling Unit and if necessary, make exterior repairs. All costs together with interest at the maximum rate permitted by law, including reasonable attorney's fees as allowed by the Act may be assessed against the Owner's property and collected as an Individual Assessment pursuant to Section 8.04.

ARTICLE X
Easements

Section 10.01. Easement Reserved by Declarant. Declarant, for as long as there is a Class B Membership, and then the Association, for itself, its successors and assigns, and its agents, contractors, and employees reserves a perpetual, alienable, and releasable easement on, over and under the Property (and including all Dwelling Units, Lots and Common Property) for installation, maintenance, repair, replacement, use, operation and removal of utilities (including, without limitation, electric, natural gas, telephone and cable television) and related appurtenances and equipment (including without limitation, wires, poles, pipes, transformer boxes and conduits), stormwater and drainage facilities and soil and water impoundments. Provided, however, no easement hereby reserved shall be applicable to any portion of a Lot or Common Area used as an actual building site or approved for future use as a building site by the Architectural Control Committee. Full right of ingress and egress shall be had by Declarant at all times over the Lots and Dwelling Units or Common Areas (other than the portions thereof used or



approved as building sites) for the installation, use, operation, (other than the portions thereof used or approved as building sites) for the installation, use, operation, maintenance, repair, replacement or removal of any such utility, drainage facility or impoundment, together with the right to remove any obstruction that may be placed in any easement that would constitute interference with the use of such easement, or with the use, installation, maintenance, repair, replacement, removal or operation of same. Assignees to whom Declarant reserves the right to assign and convey, in whole or in part, the easements reserved by it hereunder shall include, without limitation, the Association and one or more governmental entities or public utility companies. Provided, however, neither the foregoing reservation of easement rights nor any similar reservation of easement rights contained in this Declaration shall create or impose any obligation upon Declarant, or its successors and assigns, to provide or maintain any such utility, drainage facility or impoundment, which if not otherwise maintained, shall be maintained by the Association.

Section 10.02. Easement Reserved for The Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot or Dwelling Unit for the maintenance and repair of each Lot or Dwelling Unit in accordance with the provisions hereof and for the carrying out by the Association of its rights, powers, duties and obligations hereunder; provided that any such entry by the Association upon any Lot or Dwelling Unit shall be made with a minimum inconvenience to the Owner as may be reasonably practicable and any damage caused as a result of the negligence of the Association's employees or agents shall be repaired by the Association at the expense of the Association.

Section 10.03. Easement Reserved for Governmental Entities and Public Utilities. An easement is hereby established for applicable governmental entities and municipal, state or public utilities serving the Development and their agents and employees, over all Lots, Dwelling Units, Common Areas hereby or hereafter established for the purpose of setting, removing, repairing, maintaining and reading utility meters, maintaining, repairing and replacing streets, utilities, utility or drainage connections, and acting for other purposes consistent with the public safety and welfare, including without limitation, police and fire protection, garbage collection, and mail delivery, the rights granted by such easements to be exercised in a reasonable manner and at reasonable times (except in the case of an emergency).

ARTICLE XI

Party Walls, Party Fences, Joint Driveways and Shared Improvements

Section 11.01. General Rules of Law to Apply. Each improvement which is constructed within Dwelling Units as a part of the original construction and any part of which is placed on the dividing line between separate Dwelling Units shall constitute a "Shared Improvement." With respect to such Shared Improvement, each of the adjoining Owners shall assume the burdens of and their Lots shall be subject to an easement for that portion of the Shared Improvement on such Owner's Dwelling Unit, and shall be entitled to the benefits of this Article XI. To the extent not inconsistent herewith, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply to Shared Improvements and their adjoining Owners.

Section 11.02. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. All Owners who make use of or benefit by any Shared Improvement on a regular basis shall share the



cost of the reasonable repair and maintenance of such Shared Improvement, in equal proportion, unless otherwise agreed by such Owners. If a Shared Improvement is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners (including ordinary wear and tear and deterioration from lapse of time), then, in such event, all such adjoining Owners benefiting from the Shared Improvement shall proceed forthwith to rebuild or repair such Shared Improvement to its original condition or the condition which existed immediately prior to the damage, unless otherwise agreed by such Owners. The costs associated with rebuilding or repairing a Shared Improvement pursuant to Section 11.01 shall be shared equally among all adjoining Owners benefiting from the Shared Improvement, unless otherwise agreed by such Owners.

Section 11.03. Repairs of Damage Caused by One Owner and/or Resident. If any such Shared Improvement is damaged or destroyed through the act of one adjoining Owner and/or resident, so as to deprive the other adjoining Owner and/or resident of the full use and enjoyment of such Shared Improvement, the Owner and/or resident responsible for such damage shall proceed forthwith to rebuild or repair such Shared Improvement to its original condition or the condition which existed immediately prior to the damage, without costs to the adjoining Owner and/or resident.

Section 11.04. Changes to Shared Improvements. In addition to meeting the other requirements of this Declaration, and of any building code, zoning ordinance or similar governmental regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a Dwelling Unit in any manner which requires the extension or other alteration of any Shared Improvement, shall first obtain the written consent of the adjoining Owner. Such consent shall not be unreasonably withheld, delayed or denied.

Section 11.05. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 11.06. Driveway Right of Passage. With respect to any private driveway within and shared by the Owners of two or more Dwelling Units, there shall be a perpetual and nonexclusive easement and right of passage on, through, over, under and across such driveway reserved to and for the benefit of the Owners of the Dwelling Units upon which the joint driveway has been built or installed. This easement shall also be reserved to and for the benefit of any Dwelling Units which such joint driveway has reasonably been designed to serve or benefit, for purposes of vehicular and pedestrian ingress and egress to and from such Dwelling Units. No person shall in any way interfere with the free and unobstructed use thereof by said Owners.

Section 11.07. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a Shared Improvement or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Board, the Board shall appoint a panel of three members to address the matter and in the event the matter is not resolved by the panel, then the matter may be submitted to the entire Board which will conduct a hearing pursuant to the notice provisions of Section 7.15(b) and decide the matter, which decision shall be final.

ARTICLE XII
Insurance: Repair and Restoration



Section 12.01. Right to Purchase Insurance. The Association shall purchase, carry and maintain in force insurance covering any part or all of the Common Area, Landscaped Rights-of-Way and any improvements thereon or appurtenant thereto and any other property of the Association, for the interest of the Association, the Board, its agents and employees, Declarant and its officers and employees, and of all Members of the Association, in such amounts and with such endorsements and coverage as the Board shall consider to be good, sound insurance coverage for similar properties. Such insurance may include, but need not be limited to:

- (a) comprehensive public liability and property damage (hazard) insurance on a broad form basis with respect to the Common Area and/or Landscaped Rights-of-Way with coverage of at least One Million and No/100 Dollars (\$1,000,000.00) for public liability and in an amount of at least eighty percent (80%) of replacement cost coverage for hazard insurance;
- (b) coverage for the personal liability (if any) of the Declarant (and its officers, agents, employees and servants), the Board (and the individual members thereof), the officers of the Association, the ASC and other committees appointed by the Board, the Owners and Members;
- (c) Fidelity bond for all officers and employees of the Association and other Persons having control over the receipt or disbursement of Association funds; and
- (d) Worker's compensation insurance to the extent necessary to comply with all applicable laws.

Section 12.02. Insurance Proceeds. Subject to any limitations imposed by any applicable financing documents, the Association shall use the net proceeds of casualty insurance recovered to repair and/or replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of casualty insurance paid to the Association remaining after satisfactory completion of repair and replacement shall be retained by the Association as part of the general reserve fund for repair and replacement of the Common Area.

Section 12.03. Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment in the manner provided for in this Declaration, to cover the deficiency.

ARTICLE XIII
Miscellaneous Provisions

Section 13.01. Duration. This Declaration and the terms, covenants, provisions set forth herein shall run with and bind the Property and shall inure to the benefit of every Owner of a Lot in the



Property, including Declarant, and their respective heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded and extending through December 31, 2056.

Beginning on and including January 1, 2057, the easements, covenants, conditions and restrictions herein shall be automatically extended for successive period(s) of ten (10) years each unless, at a duly called annual or special meeting of the Association at which a quorum is present, held prior to the expiration of the applicable time period, termination of this Declaration is approved by the affirmative vote of seventy-five percent (75%) or more of the votes entitled to be cast by the Members present or represented by proxy. A vote by the membership on termination of this Declaration may be held only upon presentation to the Association of a petition for termination signed by Members possessing no less than twenty-five percent (25%) of the total eligible votes of the membership of the Association, which petition, in the case of an annual meeting of the Association, shall be presented to the Secretary of the Association prior to the date that notice of the annual meeting is sent to the Members. The Association shall give written notice of any annual or special meeting at which termination of this Declaration is to be considered and voted upon to all Owners at least thirty (30) days in advance of the date of such meeting, which notice shall set forth that termination of this Declaration will be considered and voted upon at such meeting. If the membership votes to terminate this Declaration, such termination shall be effective upon the expiration of the then applicable time period for which the Declaration is in existence, or shall be effective on such date thereafter as may be specified in the resolution of termination passed by the membership as required herein (it being the intention of this Section, notwithstanding anything to the contrary appearing herein, that if the membership has voted to terminate this Declaration, the membership may set a date of termination that may result in this Declaration continuing to be in effect for a period of less than ten (10) years following the expiration of a preceding time period in which this Declaration was in effect). The quorum required at the annual or special meeting at which termination of this Declaration is to be considered by the membership pursuant to the petition filed with the Association shall be the presence of Members plus proxies entitled to cast sixty percent (60%) or more of the total vote of the membership. If such quorum is not present, subsequent meeting(s) may be called until a quorum is present, subject to the same notice requirements, and the required quorum at such subsequent meeting(s) shall be one-half (1/2) of the required quorum at the immediately preceding meeting.

If the Members vote to terminate this Declaration in accordance with the foregoing requirements, then the President and Secretary of the Association shall execute in recordable form a certificate which shall set forth at least the following information: the Resolution of Termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting, was given, the total number of votes required to constitute a quorum at such meeting; the total number of votes present at such, meeting; the total number of votes necessary to adopt the resolution terminating the Declaration; the total number of votes cast in favor of such resolution; and the total number of votes cast against the resolution. Such certificate shall be recorded in the Dare County, North Carolina, Registry no later than thirty (30) days following the date such resolution of termination is passed by the membership, and such certificate may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 13.02. Amendment. Subject to the limitations hereinafter contained, this Declaration or any Supplemental Declaration hereto may be amended or modified at any time prior to December 31, 2056 by an instrument signed by the Owners entitled to exercise not less than seventy-five percent



(75%) of the total votes in the Association as set forth in this Declaration, provided, however, that no such amendment shall be effective without the written consent of Declarant so long as there is Class B Membership, and in no event shall any amendment limit the rights of Declarant under this Declaration so long as there is a Class B Membership.

In addition to the foregoing rights, and notwithstanding anything to the contrary that may appear herein, Declarant may (at Declarant's option) at any time and from time to time amend or modify this Declaration and any Supplemental Declaration without obtaining the consent or approval of the Members or any other person or entity if such amendment or modification is necessary for any one or more of the following purposes: to correct an obvious typographical error; to cause this Declaration or any such Supplemental Declaration to comply with the requirements of FHA (Federal Housing Administration), VA (Veteran's Administration), FannieMae (Federal National Mortgage Administration), Office of Interstate Land Sales Registration of the Department of Housing and Urban Development (OILSR) or other similar agency; or as may be necessary to establish or maintain the tax exempt status of the Association under the laws of the United States or the State of North Carolina.

All amendments to this Declaration must be recorded in the Dare County, North Carolina Registry and shall not become effective until recorded. With respect to amendments that require approval of the Owners, all such amendments also shall be executed by the Association, following determination by the Board that the amendment has been duly approved by the required percentage of Owners (for the purpose of this determination, the Board may rely on its most current membership list and shall not be required to conduct any title examination of any Lot to determine ownership thereof).

With respect to amendments by the Declarant which do not require the assent of the Owners, the Association also shall execute such amendments prior to the recordation thereof so that such amendments may be indexed in the Dare County Registry in the name of the Association as well as in the name of the Declarant.

Section 13.03. Remedies. Declarant, the Association, and every Owner shall have the right to enforce the terms, covenants, conditions, restrictions, easements, charges and liens for which provision is made in this Declaration, which enforcement shall be by any proceeding at law or in equity (or otherwise, as provided in this Declaration) against any Person violating or attempting to violate any such term, covenant, condition, restrictions, easement, charge or lien either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Association, Declarant or any Owner to enforce any such term, covenant, condition, restriction, easement, charges or lien shall in no event be deemed a waiver of the right to do so thereafter or a waiver of any other or future violation of any of same.

Section 13.04. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null and void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses and phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.



Section 13.05. Notice. Except as otherwise provided herein, whenever written notice to an Owner (including Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owner appearing on the records of the Association. If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail properly addressed, with postage prepaid, whether received by the addressee or not. Additionally the Association may use electronic notification by facsimile or electronic mail when requested by an owner. In any event, it shall be the duty of each Owner to keep the Association informed of such Owner's current mailing address and telephone number. The Association may use the address of such Owner's Lot listed with the Dare County Tax Office.

Section 13.06. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or Board, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive.

Section 13.07. No Trespass. Whenever the Association, Declarant, the ASC, and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of Sunrise Crossing, the entering thereon and the taking of such action shall not be deemed to be trespass. Consent to such actions is deemed to have been given by each owner of a Lot or Dwelling Unit.

Section 13.08. Successors of the Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by instrument in writing and recorded in the Dare County Registry.

Section 13.09. No Partition. Except as is permitted in the Declaration or amendments thereto, there shall be no judicial partition of the Common Areas or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property or such portion thereof has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may nor may not be subject to this Declaration.

Section 13.10. Combination of Lots. For so long as there is a Class B Membership, no Lot shall be subdivided without the written consent of Declarant. One or more Lots may be combined into a single Lot with the written consent of Declarant and, upon such combination and consent of Declarant, the resulting Lot may or may not be considered as one Lot for the purposes of this Declaration. Provided, the foregoing shall not prohibit or restrict the right (which is hereby reserved) of Declarant to subdivide, combine, re-subdivide, recombine, or re-record maps relating to any Lots subject to this Declaration and as provided herein.



Section 13.11. Laws of North Carolina and the United States. This Declaration shall be subject to and construed in accordance with the laws of the State of North Carolina and all applicable laws and regulations of the United States of America.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has caused this Declaration to be signed in its company name the day and year below acknowledged.

DECLARANT:

LGI Land NC, LLC, a North Carolina
Limited Liability Company

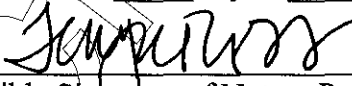
By: 
Manager

STATE OF Texas
COUNTY OF Montgomery

I, the undersigned Notary Public in and for the State and County recited above do hereby certify that

Chris Wren, personally came before me this day and acknowledged that he/she is the Manager of LGI Land NC, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the said limited liability company the foregoing instrument was signed by him/her as the Manager of LGI Land NC, LLC.

Witness my hand and official stamp or seal, this 13th day of July, 2006.


Legible Signature of Notary Public

Commission Expires: 1/9/07

(NOTARIAL SEAL/STAMP)

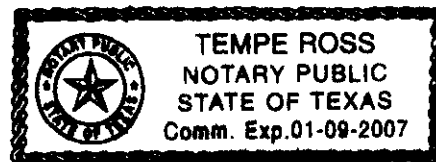




Exhibit A attached to the Sunrise Crossing Subdivision Covenants

All of Lots 1 through 39, the "Open Spaces", the roads, streets, cul-de-sacs, waterways and bridges, shown on the plat of Sunrise Crossing Subdivision appearing of record in the Dare County Register of Deeds office in Plat Cabinet G at slide(s) 264, incorporated herein by reference.

Unofficial Copy



SUNRISE CROSSING SUBDIVISION

TABLE 1 - Allowable Built-upon Area per Lot
 Reference NCDENR Stormwater Permit No. SW7040808

Lot Number	Total Lot Area (SF)	Upland Area Portion (SF)	30% of Upland Built-Upon area (SF)
1	76,176	29,251	8,775
2	51,534	24,075	7,223
3	20,742	15,045	4,514
4	41,867	17,531	5,259
5	53,925	15,060	4,518
6	50,982	15,797	4,739
7	38,997	15,085	4,526
8	38,419	15,735	4,721
9	40,282	15,546	4,664
10	36,635	16,490	4,947
11	37,381	15,142	4,543
12	49,604	15,163	4,549
13	50,726	15,354	4,606
14	49,096	15,664	4,699
15	60,370	15,016	4,505
16	47,288	16,681	5,004
17	45,519	18,969	5,691
18	44,431	21,400	6,420
19	42,425	19,700	5,910
20	36,197	15,773	4,732
21	72,233	23,251	6,975



22	44,912	20,536	6,161
23	35,478	20,026	6,008
24	36,274	16,169	4,851
25	37,278	15,004	4,501
26	36,309	15,546	4,664
27	54,059	15,614	4,684
28	1,207,187	87,448	26,234
29	157,214	21,917	6,575
30	37,222	15,141	4,542
31	30,390	15,170	4,551
32	32,484	17,198	5,159
33	15,875	15,875	4,763
34	18,423	18,423	5,527
35	34,738	18,006	5,402
36	30,217	16,136	4,841
37	20,719	16,805	5,042
38	17,767	17,767	5,330
39	18,432	18,432	5,530
Total	2,849,807	752,941	225,882

Unofficial

