

Note: This document consists of the statutory disclosure statement, the contract, the right of rescission, the deed form , the restrictive covenants and the bylaws of the Association. All are grouped together for purposes of editing but may need to be separated at some point.

MEMBERSHIP CAMPING OPERATOR'S
DISCLOSURE STATEMENT

BIGFORD PARK AT LANIER'S CAMPGROND

HOLLY RIDGE, NORTH CAROLINA 28445

Lanier Family Limited Partnership, III, a North Carolina Limited Partnership, is in the business of offering for sale Membership camping contracts.

IMPORTANT! READ THIS DISCLOSURE STATEMENT BEFORE YOU SIGN ANYTHING. THE LAW REQUIRES THAT YOU RECEIVE A COPY OF THIS DISCLOSURE STATEMENT BEFORE YOU SIGN. IF YOUR SALESPERSON TELLS YOU ANYTHING DIFFERENT FROM WHAT IS WRITTEN, THEN DO NOT SIGN. DO NOT BUY THIS MEMBERSHIP ASSUMING THAT YOU WILL BE ABLE TO RESELL IT.

YOU HAVE A 3-DAY RIGHT TO CANCEL A CAMPING MEMBERSHIP CONTRACT. THIS RIGHT OF CANCELLATION CANNOT BE WAIVED. YOUR RIGHT TO CANCEL ENDS AT MIDNIGHT ON THE 3RD BUSINESS DAY FOLLOWING THE DATE ON WHICH THE CONTRACT IS SIGNED. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS, CONTACT THE NORTH CAROLINA ATTORNEY GENERAL'S OFFICE.

BIGFORD PARK AT LANIER'S CAMPGROUND DISCLOSURE STATEMENT

PURSUANT TO THE REQUIREMENTS OF NORTH CAROLINA GENERAL STATUTES SECTION 66-238, THE OPERATOR STATES THE FOLLOWING:

a. The name of the operator and the address of the operator's principal place of business in North Carolina is: LANIER FAMILY LIMITED PARTNERSHIP III

b. The nature of the purchaser's right or license to use the campground is primarily an undivided interest in real property known as the "campground", said interest being a perpetual 1/x ths undivided interest in the campground property as a tenant in common, which tenancy will include the exclusive right to the use and possession of a specific campsite as identified on the plat of the campground [recorded in Map Book ____ at page ____ or as an attachment to the Covenants, Conditions and Restrictions recorded in Book ____ at page ____], together with an 1/____ths undivided interest in that portion of the campground which is not set aside as specific campsites. This right, license or interest shall hereinafter be referred to as the "Membership Interest". The plat of the campground referred to in this paragraph will hereinafter be referred to as the "Campground Plat".

Acquisition of a Membership interest will be by general warranty deed for an undivided interest subject to conditions, a sample of which is attached hereto.

c. The operator's experience in the Membership camping business is: The general partners, D. C. Lanier and his wife, Wilma B. Lanier have been operating campgrounds in Pender County for over 35 years, through the sale of limited [less than 6 month] membership interests.

d. The facilities which are available for use by purchasers which are included in the Membership Interest are: the campsite to which the purchaser's exclusive right is attached, the utilities provided to that campsite, the facilities shown as common areas on the campground plat, and the campsites available to other purchasers for the purchase of exclusive rights to a particular campsite, all of which are at the locations shown on the campground plat.

e. Membership rights will be offered as follows:

1. Only one form of Membership will be offered, that being as described in paragraph b. above.
2. The duration of Membership will be a perpetual ownership interest in the campground as a tenant in common, which will continue in perpetuity, but which the purchaser, by law, will have the right to terminate after 30 years.
3. Individual water, electric and sewage disposal utility services will be available to each campsite as a part of the purchase price for the membership interest; provided, that the monthly charges for the use of such services shall be a continuing cost to the purchaser in addition to the purchase price of the membership interest. The costs of such utility service will be determined as follows:

- a. Water charges will be a pro rata portion of the charge imposed by the Town of Surf City for the entire campground, prorated according to the actual number of campsites connected to the water service during the billing period. Pending connection to the Town of Surf City water system, water will be provided by the Operator through the water system currently in place, for which maintenance fee of \$_____ per month per campsite will be charged.
- b. Electric utility charges will be billed by the provider, Jones-Onslow EMC, to each individual membership owner, per meter installed at each campsite.
- c. Sewer charges will be a pro rata portion of the flat rate or other rate charged by the Town of Surf City for providing sewer service to the entire campground, prorated according to the actual number of campsites connected to the sewer service during the billing period. Pending connection to the Town of Surf City sewer system, each campsite will be entitled to connect to the sewage disposal service provided by the Operator, for which a maintenance fee of \$_____ per month per campsite will be charged.

4. The maximum number of current Membership Interests to be sold shall be one per site for each of the _____sites as shown on the campground plat.

f. In addition to the initial purchase price for the undivided interest in the campground as described in paragraph b. above, each purchase shall be required to pay an annual Maintenance and Operating Fee Assessment [MOF] in an amount calculated as follows:

An amount equal to the annual costs of

- (1) maintaining, constructing and improving the common areas as shown on the plat, including mowing the same;
- (2) maintaining the roads, utility conduits and drainage conduits on the common areas as shown on the plat;
- (3) paying the property taxes assessed by Pender County and the Town of Surf City on the common areas as shown on the plat;
- (4) paying the administrative expenses of the Owners Association;
- (5) paying the insurance expenses of the Owners Association;
- (6) paying such other expenses as the Owners Association shall, according to its bylaws, be deemed necessary and reasonable to the operation of the campground;

Which amount shall be divided by _____, the number of campsites shown on the plat, and each owner of a membership interest shall pay 1/___ths of such annual costs by assessment as specified in the Declaration of Restrictions.

g. The operator will make financing available for the purchase of interests in the campground by way of a purchase money note and deed of trust for the balance of the amount due for the purchase of the membership interest, after applying a cash down payment in an amount to be determined on an individual basis. Such financing will involve a lien on or security interest in only the Membership Interest being purchased, including the undivided interest in the campground property represented by such Membership Interest.

h. The schedule of fees or charges that purchasers are or may be required to pay for the use of the campground of any of its facilities is as follows:

Annual MOF as defined above
Utility charges as specified above

i. The operator has the requisite financial resources to complete the facilities depicted on the Campground Plat, and no charges over and above the purchase price for the Membership Interest will be imposed on the purchasers for the completion of such facilities.

j. Services which the operator currently provides or expenses it currently pays which are expected to become the responsibility of the purchasers, through the Owners Association, including the projected liability which each such service or expense may impose on each purchaser are as stated in subparagraphs e.3. and f. above.

k. A copy of the rules, restrictions and covenants regulating the purchasers' use of the campground and facilities available for use by the purchasers is attached. These rules, restrictions and covenants include provisions on whether and how the same may be changed.

l. The operator reserves the right to rent any unsold campsites for periods not to exceed 6 months.

m. There will be no restraints on the transfer of Membership Interests, except that no Membership Interest may be transferred in part, and any transfer of a Membership Interest must be accompanied by a deed transferring the Membership Owner's Undivided interest in the campground property.

n. Each owner of a Membership interest will have complete control of the use of his campsite, therefore no policy concerning the availability of campsites or reservations of campsites will be necessary.

o. Forfeiture of a purchaser's Membership Interest shall be as set out in the Rules, Restrictions and Covenants attached hereto or in any seller-financing documents executed by any buyer of a Membership Interest.

p. Membership interests in this campground will not include any reciprocal rights at other campgrounds.

This Membership camping operator's statement will be amended in the event that any material change occurs with respect to the matters represented herein.

This contract is made and entered into this _____ day of _____, 2007, by and between .buyer, hereinafter "Buyer", Party of the First Part, and **LANIER FAMILY LIMITED PARTNERSHIP, III**, a North Carolina Limited Partnership with its principal place of business at _____ Holly Ridge, North Carolina 28445, hereinafter "Seller", Party of the Second Part.

Buyer wishes to purchase a Membership Interest in Bigford Park at Lanier's Campground from Seller. The "Membership Interest" which is the subject of this Contract is as described in the Disclosure Statement of Lanier Family Limited Partnership, III, dated _____, 2007, a copy of which has been delivered to Buyer and which is incorporated herein.

The specific camp site to which this contract applies is Site # _____.

The price for the purchase of the Membership Interest is \$_____, payable at the time of the execution of this Contract. This is the total financial obligation imposed on the Buyer for the purchase of the Membership Interest. However, as disclosed in the BIGFORD PARK AT LANIER'S CAMPGROUND DISCLOSURE STATEMENT attached hereto, the Buyer will be required to pay additional charges incident to the use of the campground. The amount paid at the time of the execution of this contract will be held for a period of 10 days as required by law. After 10 days, if no cancellation occurs, then a proper deed for the Membership Interest will be executed and delivered to Buyer.

The deed will be made to: _____
Address: _____

The Membership Interest being purchased is perpetual, and is as described in paragraph b. of the BIGFORD PARK AT LANIER'S CAMPGROUND DISCLOSURE STATEMENT dated _____ which is attached hereto and incorporated herein.

Seller is required by law to provide to Buyer a copy of the BIGFORD PARK AT LANIER'S CAMPGROUND DISCLOSURE STATEMENT dated _____, which is attached hereto and incorporated herein.

The salesperson(s) involved in the promotion and sale of this Membership Camping Contract are: _____

STANDARD PROVISIONS

1. Upon payment of the purchase price for the Membership Interest as set out above, and 10 days after the date of the execution of this Contract, a Warranty Deed will be executed and delivered to Buyer, made out as specified herein, for a 1/____th undivided interest in the campground property, as a tenant in common, but subject to the Rules, Restrictions and Covenants recorded in Book ____ at page ____ of the Pender County Register of Deeds Office.

2. Title to the Membership Interest shall be conveyed by warranty deed, free and clear of all liens and encumbrances except (1) the Rules, Restrictions and Covenants recorded in Book ____ at page ____, Pender County, and (2) Buyers prorate share of Pender County taxes for the year of sale.

3. Seller warrants that electric, water and sewer services are available to the specific Camp Site referenced herein and that utilities necessary to the enjoyment of the Common Areas shown on the Campground Plat are available to those areas.

4. Except as to those matters warranted in the preceding paragraph, all objections relating to the physical condition of the campsite are deemed waived upon completion of the closing of this Contract as provided herein.

5. This Contract shall be deemed "closed" at 12:01 AM of the next day after the third business day after the date of this contract.

In witness whereof, the Parties have hereunto set their hands as of the first date written above.

LANIER FAMILY LIMITED PARTNERSHIP, III

By: _____

General Partner

Buyer

Buyer

YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS CONTRACT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE OF CANCELLATION

DATE OF TRANSACTION: _____

YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE DATE ABOVE. BUSINESS DAYS ARE ALL DAYS OTHER THAN SUNDAYS AND LEGAL HOLIDAYS. YOU MUST CANCEL IN WRITING. IF GIVEN BY MAIL, NOTICE OF CANCELLATION IS GIVEN WHEN IT IS DEPOSITED IN THE UNITED STATES MAIL, CERTIFIED MAIL, PROPERLY ADDRESSED AND POSTAGE PREPAID.

IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OF SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 30 DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITEN NOTICE TO :

**LANIER FAMILY LIMITED PARTNERSHIP, III
.address
HOLLY RIDGE, NORTH CAROLINA 28445**

NOT LATER THAN MIDNIGHT OF:

date

I HEREBY CANCEL THIS TRANSACTION:

Purchaser's Signature

Purchaser's Signature

PREPARED BY THE LAW OFFICE OF LADD GASPAROVIC, PA, P.O. BOX 818, HOLLY RIDGE, N. C. 28443

NORTH CAROLINA

PENDER COUNTY

**GENERAL WARRANTY DEED
FOR UNDIVIDED INTEREST IN CAMPGROUND**

Revenue:

PIN:

THIS DEED made this _____ day of *, 2007, by and between **LANIER FAMILY LIMITED PARTNERSHIP, III**, a North Carolina Limited Partnership, Grantor and Party of the First Part; to .buyer , Grantee and Party of the Second Part.

[Note: the terms “Grantor” and “Party of the Second Part” shall apply whether the number of such persons or entities is singular or plural, and the term “his” shall refer to masculine, feminine, or both as the context requires];

WITNESSETH:

That the party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by the party of the second part, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the party of the second part in fee simple, A 1/____ths undivided interest in and to that certain parcel of land situated in Topsail Township, Pender County, North Carolina and more particularly described as follows:

The parcel of land consisting of _____ acres as depicted on plat entitled **“Bigford Park at Lanier’s Campground”**, by John Benson, Surveyor, dated _____, 2007 and recorded in **Map Book** __ at **page** _____, Pender County, to which reference is made for complete description and other information relating to the property and the interest herein conveyed.

The specific campsite to which this undivided interest is attached is Site # _____ as depicted on plat entitled **Bigford Park at Lanier’s Campground** , recorded in Map Book *** at page *** in the office of the Register of Deeds of Pender County.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING CONDITIONS:

1. All of the Rules, Restrictions and Covenants set forth in the Declaration of Rules, Restrictions and Covenants for Bigford Park at Lanier’s Campground, recorded in Book ____ at page _____, Pender County.
2. All of the information set forth on the plat recorded in Map Book ____ at page _____, Pender County.
3. The rights of use and possession incident to the undivided interest conveyed herein shall be as follows:
 - a. The right of use and possession with respect to the area lying within Site # _____ referenced above shall be exclusive, and shall inure only to the Party of the Second Part, his heirs and assigns.
 - b. The rights of use and possession with respect to all areas designated on the Campground Plat referred to above as “Common Areas” shall be in

common with the owners of other undivided interests in the property. For clarity, all portions of the above-described property not encompassed in any area designated as a numbered campsite are common areas.

- c. The interest conveyed herein shall not include any right of use or possession of any portion of the property described above which lies within any area designated as a numbered campsite other than campsite # _____.

TO HAVE AND TO HOLD the aforesaid undivided interest in said lot or parcel of land and all privileges and appurtenances thereto belonging, and subject to the conditions and incidents herein stated, to the party of the second part, his heirs and assigns, in fee simple, subject to the conditions set forth or referred to herein.

And the said party of the first part covenants to and with the party of the second part, his heirs and assigns, that it is seized of said premises in fee simple, that it has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances except those matters stated or referred to herein, and that it will warrant and defend the title against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed in its name by its authorized official as of the day and year first above written.

LANIER FAMILY LIMITED PARTNERSHIP, III

By: _____
General Partner

NORTH CAROLINA

PENDER COUNTY

I, the undersigned Notary Public, do hereby certify that _____ appeared before me this day and acknowledged that he is a General Partner of **LANIER FAMILY LIMITED PARTNERSHIP, III**, a North Carolina Limited Partnership, and that he, as General Partner, being authorized to do so, executed the foregoing on behalf of the partnership.

WITNESS my hand and notarial seal this _____ day of .mo, 2007.

My Commission expires: _____
Notary Public

PREPARED BY THE LAW OFFICE OF LADD GASPAROVIC, PA, PO BOX 818, HOLLY RIDGE, NC 28443

NORTH CAROLINA

PENDER COUNTY

**DECLARATION OF RULES, RESTRICTIONS
COVENANTS, EASEMENTS & CONDITIONS
FOR BIGFORD PARK AT LANIER'S FAMILY
CAMPGROUND**

This DECLARATION is made this ____ day of _____, 2007, by **LANIER FAMILY LIMITED PARTNERSHIP, III**, a North Carolina Limited Partnership, hereinafter referred to as "Declarant".

Declarant is the owner of real property located in Topsail Township, Pender County, North Carolina [hereinafter referred to as the "Property"], which is more particularly described as follows:

The parcel of land consisting of _____ acres as depicted on plat entitled "**Bigford Park at Lanier's Campground**", by John Benson, Surveyor, dated _____, 2007 and recorded in Map Book __ at page _____, Pender County, to which reference is made for complete description and other information relating to the property and the interest herein conveyed.

Declarant hereby declares that all of the Property above referred to shall be held and conveyed subject to the rules, restrictions, covenants, easements and other conditions set out in this declaration, which are imposed for the purpose of protecting the value, desirability, use and enjoyment of individual interests in the Property. These rules, restrictions, covenants, easements and other conditions shall run with the title to the Property and all undivided interests in the Property which may be conveyed, and shall be binding on all parties, their heirs, successors and assigns having any right title or interest, legal or equitable, in the Property or any part thereof, and these rules, restrictions, covenants, easements and other conditions shall inure to the benefit of each owner of the Property or any interest therein.

PART 1 Definitions

Section 1.1 "Association" shall mean the Bigford Park at Lanier's Campground Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns, an owners association organized for the mutual benefit and protection of the owners of the Property. All owners of Membership Interests in Bigford Park at Lanier's Campground shall be Members of the Association, which Membership shall be appurtenant to an may not be separated from the ownership of such Membership Interest.

Section 1.2 "Owner" shall mean the fee simple record owner, whether one or more persons, of an undivided interest in the Property, but not those having an interest held only as security for an obligation.

Section 1.3 "Property" or "Property" shall mean all of Bigford Park at Lanier's Campground as shown upon the recorded plat referred to above, including all campsites, roads and common areas shown on said plats.

Section 1.4 "Built Upon Area" shall mean that portion of each campsite that is covered by impervious or partially impervious material, including pavement or other material meeting the definition of 'impervious' as set out in the North Carolina Administrative Code. The built upon area for each lot shall be only as prescribed in a permit issued to an individual Member by a government entity having jurisdiction.

Section 1.6 "Common Areas" shall mean all areas within the Property which are designated or set aside for the common use and enjoyment of all of the owners of

Membership interests, and which are not designated as individual numbered campsites, which Common Areas shall include all streets, roads, ponds, ditches and other areas not included in numbered campsites; provided, that any street or road dedicated to and accepted for public use shall cease to be a part of the common areas at the time of such acceptance by the North Carolina Department of Transportation or other relevant governmental authority.

Section 1.7 “Site” or “Campsite” shall mean any numbered, delineated site shown on the recorded plat of the Property.

Section 1.8 “Declarant” shall refer to Lanier Family Limited Partnership, III, and its successors and assigns, if such successors should own any of the Property.

Section 1.9 “Declaration” shall mean this instrument, as it may from time to time be amended or supplemented.

Section 1.10 “Membership Interest”

a. “Membership Interest” shall mean the rights, privileges, benefits and obligations inuring to the benefit and burden of each owner of at least a 1/___th undivided interest in the property by virtue of having been deeded such undivided interest.

b. A Membership Interest may be owned only by natural persons or legal entities, but the entire membership interest must be owned by (1) not more than two (2) natural persons or (2) one non-human legal entity.

c. Persons or entities owning less than a 1/___th undivided interest shall not be deemed to own a Membership Interest.

Section 1.11 “Member” shall mean every person who owns a Membership Interest.

**PART 2
Property Rights**

Section 2.1 Owners’ and Members’ Easements of Enjoyment

Every Member shall have a right and easement of use and enjoyment in and to the property as set forth in this Part. Such rights and easements shall be appurtenant to and shall pass with the title to every interest in the property which equals or exceeds a 1/___th undivided interest, and which rights shall be subject to the following conditions:

a. For purposes of this Part Only, the term “Member” shall include the Owner of the Membership Interest, his or her spouse, if any, the Owner’s immediate family, and any invitees of such persons; provided, that the number of persons exercising actual rights of possession in the Property at any given time shall not exceed ten (10) persons per Membership Interest.

b. Every Member shall have a right and easement of use and enjoyment in and to all of the Common Areas on property and all facilities located

thereon, which right shall be in common with and subject to the rights of other Members.

c. Every Member shall have a right and easement of enjoyment in and to the Site or Campsite attached to the undivided interest deeded to the Owner of the Membership Interest of such Member.

d. No Member shall have any rights of use or possession of any part of the Property which is contained within a Site or Campsite other than that attached to the undivided interest deeded to the Owner of the Membership Interest of such Member.

e. The Association shall have the right to suspend the Property Rights and other Membership Rights of any Owner (1) during any period for which any portion of any assessment against such Owner's lot remains unpaid, and (2) for a period not to exceed 60 days for any violation of the published rules of the Association.

f. The Association shall have the right to impose on the Common Areas rules and regulations for the use and enjoyment of such areas, which rules and regulations shall specifically prohibit activities on the Property which interfere with the rights of all Members to the equal use and enjoyment of the Property. Pending enactment of such rules and regulations, Declarant shall have the right to have removed from the premises any persons engaging in activity which is illegal, which violates these Rules, or which interferes with the rights of other Members to the use and enjoyment of the Property.

PART 3 Easements

Section 3.1 Perpetual, non-exclusive and alienable easements are reserved as necessary in the Sites and the Common Areas for the installation and maintenance of underground utilities and drainage facilities, and for the maintenance required by the Association under Part 8, Section 8.4 of the Declaration.

Section 3.2 Declarant hereby reserves unto itself, its successors and assigns, perpetual, non-exclusive and alienable easements over all streets, roads and common areas necessary to providing access, ingress, egress, and drainage to the Property.

Section 3.3 An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon any portion of the Property in the performance of their duties.

Section 3.4 In case of any emergency or in case of any violation of these restrictions originating in or threatening an part of the Property, regardless of whether any Owner is present at the time of such emergency or violation, the Board of Directors of the Association or any other person authorized by the Board shall have the right to enter any Lot for the purpose of (1) enforcing these restrictions, (2) remedying or abating any nuisance or the cause of such emergency or violation, and (3) making any necessary repairs not performed by the Lot Owner. Such right of entry shall be immediate and

shall not be deemed a trespass, and shall be without liability to the Association or its authorized representatives, except in cases of gross negligence.

Section 3.5 Declarant reserves to itself, its successors and assigns, a perpetual, nonexclusive, alienable and releasable easement and right, on, over and under the ground, with persons and equipment to erect, maintain, inspect, repair and use electric and telephone wires, cables and conduits, and sewers, water mains and other equipment used for the conveyance and use of electricity, telephone communications, gas service, sewer and water service, and other public conveniences or utilities on, in or over each Lot and such other areas as are shown on the recorded plat of the Property or of any Additional Property referred to above; provided, further, that Declarant may install drainways for surface water whenever such action may appear to Declarant to be necessary to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, to make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

Section 3.6 Declarant has made arrangements and agreements with Jones-Onslow Electric Membership Cooperative for the installation of street lighting, which agreements provide for an additional charge on the monthly bill to a Member for a pro rata portion of the cost of street lighting service if such service benefits the Lot owned by such Member.

Section 3.7 All easements and rights described herein are easements appurtenant, and shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and on any Owner, purchaser, mortgagee or other person having an interest in the Property, or any part of or interest therein, regardless of whether reference to said easements is made in any instruments of conveyance or evidence of obligation.

PART 4 Utilities

Section 4.1 Water Service. Water service to the property will be provided by the Town of Surf City Water Department, and service to the individual sites shall be provided by conduits to be installed on the Property by Declarant at Declarant's cost; provided, however, that until service from the Town of Surf City Water Department is available, water will be provided by the Operator through the water system currently in place, for which maintenance fee of \$_____ per month per campsite will be charged. No lot owner may drill or otherwise construct a water well on any lot in LANIER CAMPGROUND, or use any other source of water supply other than water brought to the premises in containers.

Section 4.2 Sewage Disposal. Sewage Disposal shall be carried out through an on site connection to the Town of Surf City sewage disposal system, which connection shall be provided to each site by Declarant; provided, however, that until such connection to the Town of Surf City sewage disposal system is available, sewage disposal service shall be provided by the Operator through the sewage disposal system currently in place, for which maintenance fee of \$_____ per month per campsite will be charged. Actual connection to the system will be the responsibility of each individual Member. All disposal of liquid waste or sewage on the property shall be through use of the Sewage Disposal System or by removal of such liquid waste or sewage from the property in

containers provided by the Owner or Member. Every Owner shall properly and suitably dispose of all sewage by the means referred to in this paragraph and approved by the appropriate public health authorities, and any failure to do so shall constitute a violation of these Rules.

PART 5 Membership and Voting Rights

Section 5.1 Every Owner of an undivided interest in the Property which is not less than a 1/---th undivided interest shall be the owner of a Membership Interest in the Association. Such Membership Interest shall be appurtenant to and not severable from ownership of an undivided interest in the property.

Section 5.2 Each Membership Interest in the Association shall be entitled to one vote in the business of the Association for each undivided interest in the Property which equals or exceeds a 1/___th undivided interest. When two persons hold title to an undivided interest, both of such persons shall be Members, but entitled to only one vote, which shall be cast as such Members determine.

PART 6 Management and Control

Section 6.1 The business and responsibilities of the Association shall be managed by its Board of Directors in accord with this Declaration and with the bylaws of the Association; **PROVIDED**, that all of the powers and duties of the Board of Directors may be exercised by the Declarant until the sooner of (1) such time as seventy-five (75%) of the undivided interests in the Property have been sold and conveyed to persons other than Declarant.

PART 7 Covenants for Maintenance and Operating Fees

Section 7.1 Lien and Personal Obligation for Maintenance and Operating Fees. Declarant hereby imposes on each undivided interest within the Property the obligation of each Owner of such interest to pay to the Association the following:

- a. Annual Maintenance Operating Fees [MOF],
- b. Special Assessments for capital improvements, to be established and collected has hereinafter provided

Such obligation shall apply to each undivided interest in the Property, and shall be deemed accepted by the purchaser of any undivided interest upon receipt and recording of the deed for the same.

The Annual Maintenance Operating Fees and Special Assessments, if any, together with any interest, collection costs and attorney's fees, shall be a continuing lien upon the undivided interest to which such obligation applies, and the obligation to pay the same shall be the personal obligation of the person who was the Owner of the undivided interest at the time such MOF became due. The personal obligation for the payment of delinquent MOF shall not accrue to subsequent Owners of the undivided interest, unless expressly assumed by such subsequent owner; but nothing herein shall

prohibit the Association from seeking a judgment against the delinquent Owner, which shall be a lien upon any property in the name of the delinquent Owner.

Section 7.2 Purpose of Annual Maintenance Operating Fees. The MOF provided for herein shall be used exclusively to promote the health, safety, welfare and enjoyment of the Owners of the undivided interests in the Property and for the improvement and maintenance of all easements, utilities, and Common Areas, including roads and streets, in or on the Property. Specifically, Assessment funds may be used for any of the following purposes:

- (1) maintaining, constructing and improving the common areas as shown on the plat, including mowing the same;
- (2) maintaining the roads, utility conduits and drainage conduits on the common areas as shown on the plat;
- (3) paying the property taxes assessed by Pender County and the Town of Surf City on the common areas as shown on the plat;
- (4) paying the administrative expenses of the Owners Association;
- (5) paying the liability and property casualty insurance expenses of the Owners Association;
- (6) paying such other expenses as the Owners Association shall, according to its bylaws, be deemed necessary and reasonable to the operation of the campground;

Section 7.3 Annual Assessments.

a. Except as provided herein for the initial year, the annual MOF shall be in an amount to be fixed annually by the Board of Directors, which may set different amounts of from year to year as it deems necessary to accomplish the purpose set out in Section 7.2 above.

b. The amount of the MOF for the initial year of operation shall be set by the Declarant and communicated to each purchaser of an undivided interest prior to or at the time of closing on the purchase of such interest.

c. The amount of the MOF for each subsequent year shall be determined at least 30 days in advance of the beginning of the annual assessment period, which shall begin on January 1 of each year, and notice of the same shall be sent to each Owner of an undivided interest, together with the date on which payment of such assessment is due. The Board of Directors shall have the authority to provide for the payment of assessments in monthly installments.

d. Adjustments in the amount of the MOF shall be subject to the following limitations:

(1) Notwithstanding any other provision herein, the Board of Directors may set an Annual MOF amount of up to \$_____ per year for each 1/____th undivided interest in the Property.

(2) For the year beginning on January 1 of the year following the first year in which an undivided interest is sold, and for each year thereafter, the increase in the amount of the annual MOF may not be more than five per cent (5%) of the previous year's MOF.

(3) Either of the above limits may be exceeded if approved by a vote of two-thirds [2/3rds] of the Members voting in person or by proxy at a meeting called for such purpose or at an annual meeting for which such item has been placed on the agenda.

Section 7.4 Special Assessments for Capital Improvements. In addition to the Annual MOF authorized above, the Association may levy, in any fiscal year, a special assessment for that year, for the purpose of defraying all of a part of the costs of any construction, reconstruction, repair or replacement of a capital improvement on any Common Area, including any fixtures or personal property related thereto; provided, that any such assessment shall require the approval of two-thirds [2/3rds] of the Members voting in person or by proxy at a meeting called for such purpose or at an annual meeting for which such item has been placed on the agenda.

Section 7.5 Insurance. The Association, as a part of the common expense, shall maintain insurance in amounts deemed by the Board to Directors to be reasonable and sufficient, to cover the following:

- (a) Risk of loss or damage to the Common Areas.
- (b) Public Liability Insurance for risks arising out of the use or condition of the Common Areas.
- (c) Liability of the Directors of the Association for actions taken as Directors.

Such insurance shall be for the benefit of the Association [and its Directors, in the case of Directors' Liability Insurance], and the proceeds shall be payable to the Association.

The Association shall have the sole right to settle any claims arising under such insurance.

Section 7.6 Insurance Assessments. The cost of insurance obtained pursuant to Section 7.5 shall be a common expense and shall be included in the annual MOF.

Section 7.7 Notice and Quorum Requirements for Actions Taken Under Sections 7.3 , 7.4 and 7.6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3, 7.4 and 7.6, or any meeting at which such action is on the agenda, shall be sent to all Members not less than 30 days in advance of said meeting. At such meeting, the appearance in person or by proxy of 60% of the Members entitled to vote on such issues shall constitute a quorum. If no quorum is attained at the first such meeting, the meeting shall be adjourned for a period of not more than 60 days, and the number required for a quorum at second meeting called for such purpose shall be 40% of the Members entitled to vote on such issue.

Section 7.8 Uniform Rate of Assessment. Both MOFs and special assessments shall be fixed at a uniform rate for all undivided interests. Provision may be made for the payment of the same on a monthly basis.

Section 7.9 Time of Commencement of Annual MOFs. The annual MOF for each undivided interest shall go into effect on the date of acceptance of a deed for such undivided interest by a purchaser.

Section 7.10 Nonpayment of Annual MOF and Remedies of the Association.

Any MOF not paid within 30 days of the date on which the same is due shall bear interest at the rate at which interest accrues on an unpaid judgment. The lien shall arise as of the first day of the MOF period for which the lien is imposed, and shall, as of that date, constitute a lien for the improvement of real property enforceable through the provisions of Article 2 of Chapter 44-A of the North Carolina General Statutes. The Association may also bring a legal action against the Owner personally obligated to pay the same and obtain a judgment for the amount of such assessment, and enforce said lien in any manner provided by law. An Owner may not avoid liability for the MOF by non-use of his undivided interest or his Membership Interest or by his non-use of any part of the Property.

**PART 8
DUTIES AND RESPONSIBILITIES OF THE DECLARANT
AND THE ASSOCIATION**

Architectural Controls

Section 8.1 Allowed Dwellings. Except as specified in Section 8.2, no improvement, structure or other edifice shall be erected or commenced on any portion of the Property other than the following:

- (a) Recreational Vehicles [RV's], Park Models, Park Homes, 5th Wheels, Motor Homes, and Class A, Class B and Class C Travel Trailers, all of which are mobile or temporary structures commonly used for camping or periods of temporary residence, provided, that all of such dwellings must meet the following requirements:
 - 1. All such dwellings must have water and sewer hookups.
 - 2. All such dwellings must have a permit issued by the Town of Surf City.
 - 3. Except as provided in item (a)5. of this section, all such dwellings must have a manufacture date not more than 8 years prior to the date on which the same is placed on the Campground.
 - 4. Except as provided in item (a)5. of this Section, no such dwelling will be allowed to remain on the property more than 18 years after the date of manufacture.
 - 5. As to Park Model RVs having dimensions of 10 to 12 feet in width and no slide-outs, such dwellings cannot remain on the property more than 25 years after the date of manufacture.

- (b) Such additional structures as may be approved by the BCC, but such accessory buildings may not consist of a tent of any type or overcrowd the site or be used for commercial activities. Whether proposed accessory buildings 'overcrowd' the site is a determination to be made by the BCC.

Section 8.2. Approval of Additional Structures. Except as specified in Section 8.1, no improvement, structure or other edifice shall be erected or commenced on any portion of the Property other than a storage building not exceeding 36 square feet in surface coverage and not exceeding 10 feet in height above grade level; and, even within such limitations, no such structure shall be placed on the Property until the same shall have been approved by the Building Control Committee. [BCC].

(a) No structure or other placement of any improvement on the property will be approved if the proposed improvement is not, in the opinion of the BCC, in harmony with the character of the Property as a Campground. Improvements not reasonably related to the use of the Property as a campground will not be approved, even though the same may be beneficial and convenient to the Owner. Whether or not an improvement is 'reasonably related' to the use of the Property as a campground is to be determined solely by the BCC.

(b) The location of all structures must be approved by the BCC.

(c) All structures must be completed within 3 months of the commencement of construction.

(d) Each owner of an undivided interest must provide on the Site attached to such interest sufficient space for off street parking for all Members using the Site.

(e) No property line or boundary fences or walls [or any other linear structure marking the boundary of the campsite] will be allowed, whether made of wire, rope, chain link, wood, masonry or other material.

Maintenance of Roads and Common Areas

Section 8.4 Responsibility for Road Maintenance. The Association shall maintain all streets and roads on the Property. At such time as said roads or streets are accepted as part of the system of roads maintained by the NCDOT, the responsibilities of the Association for road and street maintenance shall terminate.

Section 8.5. Maintenance of Common Areas.

a. The Association shall be responsible for maintaining, repairing and replacing any structures on or improvements to the Common Areas, including the utility and drainage easement areas, and for any shrubbery, trees and other plants on the Common Areas.

b. The Association shall further have the right to effect any repairs or alterations to the stormwater drainage system on the Property, including all pipes, ditches and ponds, and to enter upon any Site to the extent reasonably necessary to carry out such repairs. By accepting title to a Lot, all Lot owners grant a right of entry to the Association for such purposes.

c. In the event that the need for any maintenance, repair or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance, repair or replacement shall be added to and become a part of the assessment to which the undivided interest of such Owner are subject.

d. The Association shall maintain all common areas and shall pay all premiums associated with general liability insurance insuring against liability arising from the ownership and operation of such common areas.

PART 9 Use Restrictions

Section 9.1 Land Use and Building Type. No Lot in BIGFORD PARK AT LANIER'S CAMPGROUND shall be used for any purposes other than recreational camping and uses incident thereto, which shall not include any commercial uses or other uses designed to generate income. Except as otherwise approved pursuant to Section 8.2, all Sites are restricted to temporary dwellings used for camping.

Section 9.2 Nuisances. No noxious or offensive activities shall be carried on upon any Site or Common Area, nor shall any activity be engaged in which would become an annoyance or nuisance to the occupants of the Property. "Noxious" or "offensive" shall mean any activity, visual impression, odor or noise which appreciably interferes with the quiet and undisturbed use of his or her property by any Site owner or lawful occupant of any Site. The BCC shall, in the event that a question arises, become the arbiter of what constitutes a nuisance. If the determination of the BCC is disputed, then all legal and factual questions shall be determined by a majority vote determined by secret ballot of the Members of the Association at a regular annual meeting, and the Association, by such vote, shall determine whether the use in question violates this section. Following such vote, there shall be no further remedy for either the Owner or the Association.

Section 9.3 Maintenance of Lots. Each Owner must keep his campsite mowed and free from weeds, underbrush, refuse piles, or other unsightly growth or objects. In the event that any Owner fails or refuses to keep his Site free from weeds, underbrush, refuse piles, or other unsightly growth or objects, then, after 30 days notice from the BCC, the Association or its designee shall be entitled to enter upon such Site and remove the same at the expense of the Owner, and such entry shall not be a trespass. The costs incurred by the Association for such removal shall be a lien on the undivided interest of such Owner, and such amount, together with any collection costs shall be due and payable 30 days after the Owner is sent a bill therefore. In the event of the failure of the Owner to pay such amount within 30 days of being billed for the same, the lien for such amount shall be enforceable by legal proceedings in the same manner as provided in Section 7.10.

Section 9.4 No Permanent Dwellings. No structure of a permanent nature shall be placed on any Site at any time as a dwelling or residence, either permanently or temporarily.

Section 9.5 Animals. No animals kept for resale or breeding shall be kept or maintained on any Site or in any structure on the property. No animals posing a danger to any other owners shall be kept or maintained on any Site or in any structure on the property.

Household pets may be kept provided that their boarding does not create levels of noise or odor which interfere with the rights of other Owners to the undisturbed use and possession of the Campground.

All animals must be properly leashed and not allowed to roam or run free on areas of the Property other than the Site attached to the interest owned by the animal's owner. All pet waste must be immediately cleaned up and disposed of properly.

Section 9.7 Signs. All signs shall be subject to the approval of the BCC, but the use of "For Sale" signs shall not be denied if in compliance with applicable laws and if properly maintained.

Section 9.8 Alterations to Common Areas. Only the Association may make or authorize alterations to any Common Areas.

Section 9.9 Restrictions On Further Subdividing. The further subdividing of undivided interests in the property is not allowed without the approval of the Declarant, during the period of Declarant control [Section 6.1], or the Association thereafter.

Section 9.10 Water and Sewer Services.

(a) Declarant will install individual water, electric and sewage disposal utility connections to each campsite as a part of the purchase price for the membership interest associated with each campsite; provided, that the hookup fees for such and the monthly charges for the use of such services shall be a continuing cost to the purchaser in addition to the purchase price of the membership interest.

(b) The costs of such utility service will be determined as follows:

1. Water charges will be a pro rata portion of the charge imposed by the Town of Surf City for the entire campground, prorated according to the actual number of campsites connected to the water service during the billing period. Pending connection to the Town of Surf City water system, water service will be provided by the Operator, for which a maintenance fee of \$_____ per month per campsite will be charged.
2. Electric utility charges will be billed by the provider, Jones-Onslow EMC, to each individual membership owner, per meter installed at each campsite.
3. Sewer charges will be a pro rata portion of the flat rate or other rate charged by the Town of Surf City for providing sewer service to the entire campground, prorated according to the actual number of campsites connected to the sewer service during the billing period. Pending connection to the Town of Surf City sewer system, sewer services will be provided by the Operator for which a maintenance fee of \$_____ per month per campsite will be charged.

**PART 10
General Provisions**

10.1 Enforcement of Restrictions and Covenants. The Association or any Owner who is a member in good standing shall have the right to enforce by any proceeding at

law or in equity all restrictions, conditions, covenants, reservations, liens, charges and other obligations now or hereafter imposed by the provisions of this Declaration. Failure of the Association or its Owner-Members to enforce any provision contained herein shall not be deemed a waiver or such provision or the right to enforce the same thereafter.

10.2 Stormwater Runoff Enforcement. The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its stormwater runoff regulations as the same may apply and be amended from time to time.

10.3 Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order or otherwise shall not affect any other provisions, which shall remain in effect as written.

10.4 Lots Subject to Declaration. All present and future owners of undivided interests in the Property and all tenants and occupants of Sites, and their guests or invitees, shall be subject to and shall comply with the provisions of this Declaration, as it may be amended from time to time as provided herein. Acceptance of a deed or entering into possession of or use of a Site shall constitute Acceptance of and ratification of the validity of all of the provisions set for the herein. The provisions of this Declaration shall be binding on and shall inure to the benefit of and be enforceable by the Association or any Owner, or their heirs, successors or assigns for a period of 20 years from the date of recording of this Declaration. After the end of the 20 year period, this Declaration shall automatically renew for successive periods of 10 years each unless modified or terminated by a two-thirds (2/3rds) vote of the Association as provided in Section 10.5 below.

10.5 Amendment of Declaration. Except as provided in Section 10.6 below, and elsewhere herein, the covenants and restrictions of this Declaration may be amended only by and as provided in an instrument duly recorded in Pender County executed by the officers of the Association, reflecting action by a two-thirds (2/3rds) vote of the Members; provided, that no amendment shall be valid if contrary to law or if the same purports to limit or negate the rights of the Declarant as provided herein.

10.6 Amendments by Declarant. The following amendments may be effected by the Declarant, during the period of Declarant control [Section 6], or the Board of Directors of the Association thereafter, without the consent of the Members:

- a. Prior to the sale of the first lot, the Declaration may be amended by the Declarant.
- b. Declarant may amend this Declaration to effect the addition of lands to the area covered by this Declaration, but the same shall not change the ownership interest of any Member in the Property.
- c. Declarant or the Board may amend this Declaration to correct any obvious error or inconsistency in drafting, typing or reproduction.
- d. Declarant, so long as it retains control of the Association [See Section 6], shall have the right to amend this Declaration to conform to the requirements of any applicable law or governmental regulation or the rulings of any governmental agencies having jurisdiction; or, to qualify the Common Areas of the Property or any improvements thereon for mortgage or improvement loans made, insured or guaranteed by a government agency; or, to comply with the requirements of law or

regulations of any quasi-governmental corporation or agency, upon a letter from any such corporation or agency requesting or suggesting that an amendment is necessary to comply with the requirements of such corporation or agency.

- e. The Declarant, so long as it shall retain control of the Association, and, thereafter, the Board of Directors, may amend this Declaration as shall be necessary, in its opinion, and without the consent of any Owner, to qualify the Common Areas or any portion thereof for tax-exempt status.
- f. Declarant, for so long as it shall have control of the BCC, may amend this Declaration to include any platting change of the Property as permitted herein.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its authorized Manager, as of the date written above

LANIER FAMILIY LIMITED PARTNERSHIP, III

By: _____
Partner

NORTH CAROLINA

PENDER COUNTY

I, the undersigned Notary Public, do hereby certify that _____ appeared before me this day and acknowledged that he is General Partner of LANIER FAMILIY LIMITED PARTNERSHIP, III, a North Carolina Limited Partnership, and that he, as General Partner, being authorized to do so, executed the foregoing on behalf of the Partnership.

WITNESS my hand and notarial seal this _____ day of _____, 2007.

My Commission expires: _____
Notary Public

[bylaws of the association to go here]