

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

**AMENDMENT TO DECLARATION OF CONDITIONS, RESERVATIONS,  
AND RESTRICTIONS OF PEYTONS RIDGE  
(Annexing Section IX-A, Amending Animals, Livestock and Poultry Restrictions  
Fence and Swimming Pool Restrictions and Amending Stormwater Restrictions)**

Prepared by: Gaylor Edwards & Vatcher, P.A.  
219 New Bridge Street  
Jacksonville, NC 28540

**THIS AMENDMENT TO DECLARATION OF CONDITIONS, RESERVATIONS AND RESTRICTIONS OF PEYTONS RIDGE SUBDIVISION**, is made this 13 day of April, 2025 by **SOUTH STATE DEVELOPMENT, LLC**, a North Carolina limited liability company, hereinafter referred to as the “**Declarant**,” and **SEVENTY WEST BUILDERS, INC.**, a North Carolina corporation, hereinafter referred to as “**Seventy West**”;

**WHEREAS**, Declarant’s predecessor in interest, Onslow Development Group, LLC, has heretofore executed and caused to be recorded a Declaration of Conditions, Reservations and Restrictions of Peytons Ridge, Section I, in Book 3673, Page 416, in the Office of the Register of Deeds of Onslow County, North Carolina, together with amendments thereto and an Assignment of Declarant’s rights to Declarant, (collectively hereinafter referred to as the “**Declaration**”);

**WHEREAS**, the Declaration expressly reserved the right of the Declarant to annex any property owned by Declarant and adjoining the Peytons Ridge subdivision, as may be expanded in accordance with the Declaration;

**WHEREAS**, Seventy West is the owner of several lots in the property hereinafter described to be annexed into the Peytons Ridge subdivision, and is joining in the execution of this Amendment to confirm its consent to the annexation and subjecting the lots owned by Seventy West to the terms, covenants and restrictions set forth in the Declaration as hereby amended;

**NOW, THEREFORE**, the Declarant and Seventy West do hereby modify and amend the Declaration as follows:

**1. DESCRIPTION OF REAL PROPERTY ANNEXED:** In accordance with Article IX of the Declaration, the following property is hereby annexed and made a part of the Peytons Ridge subdivision:

Being all that property situated in Swansboro and White Oak Townships, Onslow County, North Carolina, and being more particularly described as follows:

Being all the property shown and described on a plat entitled, “Final Plat, PEYTONS RIDGE, SECTION IX-A,” dated 12/12/2024, prepared by Tidewater Associates, Inc. and recorded in Map Book 88, Pages 90 - 91, in the Office of the

submitted electronically by "CLM Law Firm, PLLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Onslow County Register of Deeds.

Register of Deeds of Onslow County, North Carolina.

**2. AMENDMENTS: As to the property described on the plat of Peytons Ridge, Section IX-A, herein above described, Article II, Section 12, of the Declaration is hereby stricken and deleted in its entirety and replaced by substituting the following:**

**Section 12.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other customary household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. Any and all pets shall not be allowed off the Owner's Lot, unless same are leashed, under the direct physical control of the Owner at all times, and are not creating a nuisance to, or threat to the safety of, the other residents, or guests of residents, on the Properties. Provided, however, pets shall not be restrained on Lots by any chains, ropes or other leash type device anchored or fastened to a temporarily or permanently immovable object or structure. Any violation of the provisions set forth herein shall subject the Lot Owner to a fine, and/or a directive for the Owner's animal to be permanently removed from the Properties, as determined in the reasonable discretion of the Declarant, or the Association, in accordance with North Carolina General Statutes Section 47F-3-102(12).

**As to the property described on the plat of Peytons Ridge, Section IX-A, herein above described, Article XII of the Declaration entitled "Stormwater Runoff," is hereby replaced by substituting the following:**

(A) The following covenants and restrictions set forth in this Article XVI are intended to insure continued compliance with State Stormwater Management Permit Number **SW8 221106** as issued by the Division of Energy, Mineral and Land Resources (the "Division") under NCAC 2H.1000.

(B) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.

(C) The covenants set forth in this Article pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources, or its successor governmental authority.

(D) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division, or its successor governmental authority.

(E) The maximum allowable built-upon area ("BUA") per lot is as follows:

Lots 446 through 452, inclusive, 7,500 square feet;

Lots 423 through 427, inclusive, Lots 442 through 445, inclusive, Lot 453, and Lots 471 through 486, inclusive, 8,500 square feet.

These allotted amounts include any built-upon area constructed within the Lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking or the water surface of swimming pools.

(F) In case of a Lot within CAMA's regulated Area of Environmental Concern, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that Lot than as shown herein, the governing maximum built-upon area for that Lot shall be the most restrictive of the two amounts.

(G) Filling in or piping of any vegetative conveyances (such as ditches, swales, etc.) associated with the development, except for the minimum amount necessary under driveways to provide access to lots and the minimum amount necessary to direct runoff beneath an impervious surface such as a road, is strictly prohibited by any person.

(H) For those Lots adjacent to surface waters, such Lots will maintain a fifty (50) foot wide vegetated buffer adjacent to surface waters.

(I) All roof drains shall terminate at least fifty (50) feet from surface waters.

(J) Any individual or entity found to be in non-compliance with the provisions of the Permit or the requirements of the stormwater rules found in 15A NCAC 02H.1000 and Session Law 2008-211, is subject to enforcement procedures as set forth in NCGS 143, Article 21.

(K) These covenants are to run with the land and be binding on all persons and parties claiming under them.

(L) Placement of dredged or fill material, or development within the waters of the United States and/or wetlands without a Department of the Army permit may constitute a violation of Section 301 of the Clean Water Act. This activity also requires notification to the Division of Water Quality, Stormwater and Wetlands Sections.

(M) All stormwater conveyances will be located in either a dedicated right-of-way (public or private), recorded common areas or recorded drainage easements. The final plats for the project will be recorded showing all such required rights-of-way, common areas and easements, in accordance with the approved plans.

Declarant, the Association, and their respective successors and assigns, reserve and retain the right to go upon any Lot to inspect for the compliance of such Lot with the Permit and to maintain, repair, replace and construct ditches and devices necessary to insure that such Lot is in compliance with the Permit.

**As to the property described on the plat of Peytons Ridge, Section IX-A, herein above described, Article II, entitled "Restrictions on Use and Occupancy," is amended as follows:**

**Section 21**, is amended by adding the following restrictions thereto:

Fences may be constructed no closer to the street than the mid-point of the side of the residence, and all fencing visible from the street must have decorative post caps.

**New Section 22** is hereby added: No above-ground pools shall be permitted.

**As to the property described on the plat of Peytons Ridge, Section IX-A, herein above described, a new Article XIII is hereby added and inserted in the Declaration:**

**ARTICLE XIII: WETLANDS**

It shall be the responsibility of each Owner, prior to alteration of any Lot, to determine if any portion of the Lot shall have been determined to meet the requirements for designation as regulatory "wetlands". "Wetlands" are designated on the recorded plat of the subdivision. Any subsequent fill or alteration of the "wetlands" shall conform to the requirements of the wetlands rules adopted by the State of North Carolina and in force at the time of the proposed alteration. The intent of this restriction is to prevent additional fill or alteration of designated "wetlands", so the property Owner should not assume that a future application for fill or alteration will be approved. The property Owner shall report the name of the subdivision in any application pertaining to "wetlands" rules. These covenants and restrictions are intended to insure the continued compliance with "wetlands" rules under the United States Code, and adopted by the State of North Carolina, therefore compliance may be enforced by the US Army Corps of Engineers and the State of North Carolina or an authorized agency or department thereof.

**3. INCORPORATION BY REFERENCE, CAPITALIZED WORDS, AND RESERVATION OF DECLARANT RIGHTS:** All of the terms, covenants, conditions, restrictions, rights, duties and obligations as set forth in the Declaration as recorded in Book 3673, Page 416, in the Office of the Register of Deeds of Onslow County, North Carolina, as heretofore amended, are hereby incorporated in this Amendment by reference. Capitalized words set forth herein shall have the same meaning as set forth in the Declaration, unless otherwise defined. By annexation of Peytons Ridge, Section IX-A, the Declarant expressly reserves all rights and privileges of the Declarant set forth in the Declaration.

**EXCEPT** as hereby amended and modified, the conditions, covenants and restrictions set forth in the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant and Seventy West have caused this instrument to be signed, in their respective names, by a duly authorized manager or officer, as the act and deed of the Declarant and Seventy West, the day and year first above written.

SOUTH STATE DEVELOPMENT, LLC, a North Carolina limited liability company

By: [Signature]  
Name: **Elijah T. Morton**  
Title: **Manager**

SEVENTY WEST BUILDERS, INC., a North Carolina corporation

By: [Signature]  
Name: **Craig Steven Smith**  
Title: **President**

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity(ies) indicated:  
**Elijah T. Morton**

Date: April 23, 2025

[Signature]  
(Official Signature of Notary)

Jessica Lawrence  
(Notary's printed or typed name)

My commission expires: 6-20-26

JESSICA LAWRENCE  
Notary Public  
North Carolina  
Onslow County

(Official Stamp or Seal)

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity(ies) indicated:  
**Craig Steven Smith**

Date: April 23, 2025

[Signature]  
(Official Signature of Notary)

Alyssa C. Pool  
(Notary's printed or typed name)

My commission expires: 6/21/2026

ALYSSA C. POOL  
Notary Public, North Carolina  
New Hanover County  
My Commission Expires  
June 21, 2026

(Official Stamp or Seal)



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Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds

BK 3673 PG 416-430

Prepared by: Gordon E. Robinson, Jr., Attorney at Law

NORTH CAROLINA  
ONslow COUNTY

**DECLARATION OF  
CONDITIONS, RESERVATIONS AND RESTRICTIONS  
OF PEYTONS RIDGE, SECTION I**

THIS DECLARATION, made on the date hereinafter set forth by ONSLOW DEVELOPMENT GROUP, LLC, a North Carolina limited liability company (hereinafter referred to as "Declarant"), NEUSE, INCORPORATED, a North Carolina corporation (hereinafter referred to as "Trustee"), FIRST CITIZENS BANK & TRUST COMPANY, a North Carolina banking corporation (hereafter referred to as "Lender") and LEGACY CUSTOM HOMES, INC., a North Carolina corporation, SEVENTY WEST HOLDINGS, LLC, a North Carolina limited liability company, and HARDISON BUILDING, INC. (hereinafter referred to as "Purchasers").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in White Oak and Swansboro Townships, Onslow County, North Carolina, which is more particularly described as follows:

BEING all of Lots 1 through 54, inclusive, as shown on a plat entitled "FINAL PLAT, PEYTONS RIDGE, SECTION I, a Planned Residential Community", recorded in Map Book 62, Page 137-137A, Slide N-171, Onslow County Registry (hereinafter called the Property), and desires to develop therein a residential community together with a common easement for a roadway, and

WHEREAS, the Declarant has executed two Deeds of Trust to the Trustee for the benefit of the Lender, recorded December 21, 2010 in Book 3525, Pages 495-507, and Book 3525, Pages 508-520, Onslow County Registry, each of which is a lien upon the Property, and

WHEREAS, the Declarant desires that the Property be developed in an orderly manner for the benefit of all owners of the above described Property, and

WHEREAS, the Declarant has determined this may best be done by imposing on the Property the conditions, reservations and restrictions contained herein, and by creating an association to which will be delegated and assigned the powers of maintaining the common areas within the Property, administering and enforcing the covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, the Purchasers have or will acquire certain of said Lots and join in the execution of this Declaration for the purpose of subjecting such Lots to the conditions, reservations and restrictions contained herein.

NOW, THEREFORE, the Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having a right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and the Beneficiary and Trustee join in the execution of this instrument for the purpose of subjecting their equitable lienhold interest in the Property to these restrictions.

#### **ARTICLE I: DEFINITIONS**

Section 1. "Association" shall mean and refer to Peytons Ridge Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers and builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real Property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any separately numbered tract of land shown upon the aforesaid plat and any other separately numbered tract of land which is annexed into the Property upon which a dwelling is to be built.

Section 5. "Declarant" shall mean and refer to ONSLOW DEVELOPMENT GROUP, LLC, its successors and assigns if such successors or assigns should acquire more than five undeveloped Lots from the Declarant for the purpose of development.

Section 6. "Committee" shall mean and refer to the Architectural Control Committee of the Association as defined herein.

#### **ARTICLE II: RESTRICTIONS ON USE AND OCCUPANCY**

Section 1. No Lot shall be used except for single family residential purposes, with the exception of builders' model homes. Only one (1) residence shall be allowed upon any Lot, together with such other appurtenant outbuildings as may be normal and customary accessories for a single family residential dwelling, including a private garage, and located within the building lines for said Lot as shown on the recorded plat. No building, structure, fence, hedge, outbuilding, or appurtenance of any nature shall be located closer to any property line or street right of way than the minimum building lines shown on the recorded plat.

Section 2. No lot shall be resubdivided, except that the division of Lots is permissible provided that the number of Lots in the Subdivision is not increased (i.e. portions of lots may be combined with other lots or other portions of lots to form a new Lot). Any such Lot which has been formed with portions of one or more Lots shall be considered a Lot as defined herein notwithstanding the fact that said Lot actually consists of portions of more than one original Lot. Drainage and utility

easements not actually in use shall be moved to the perimeter lot lines of the reconfigured Lot.

Section 3. Only site-built homes will be allowed; no mobile home, doublewide or prefabricated dwelling shall be allowed on any Lot. No dwelling of any type shall be permitted which has less than 1400 square feet of heated living space for a one-story dwelling, or less than 700 square feet of heated living space on the ground floor of a two-story dwelling. Garages, decks, terraces, open porches, basements and like areas shall not be included in square footage for the purpose of this Article. The Committee, in its sole discretion, shall have the authority to approve or disapprove any negative variations to heated living area for any dwelling constructed on a Lot. In addition, each residence shall have concrete drives and walks, sodded front yard from the curb or edge of street pavement to the front of the dwelling, a minimum of ten (10) three-gallon shrubs in the front yard, and one (1) three-inch caliper tree in the front yard. On corner Lots, the full length of the side yard must also be sodded. All Lots must have concrete driveway pipes in driveway ditches and shall include concrete headwall around driveway pipes if the slope is greater than 3:1 in ratio.

Section 4. Any appurtenant structure shall be of similar construction materials, construction methods and techniques as the primary residential dwelling, and not constructed of metal, tin, aluminum or any pre-manufactured application or technique that does not substantially resemble the primary residential dwelling's materials and construction. All appurtenant structures must first meet approval by the Committee.

Section 5. Without prior written Committee approval, nothing shall be done or kept in any dwelling or on any Lot which will increase the rate of insurance applicable to the other buildings in the subdivision. No Owner shall permit anything to be done or kept in his dwelling or on his Lot which will result in the cancellation of insurance on his dwelling or that of any of his neighbors. No Owner shall permit waste to occur in the Common Areas.

Section 6. Placement and/or storage of any items on the exterior of a dwelling shall be permissible only to the extent that the placement or storage is temporary in nature and is consistent with the enjoyment of the property as defined under the single family residential use. Temporary shall be defined as a period no greater than one calendar month.

Section 7. Any motor vehicle parked on any Lot shall have a current license plate, registration and inspection sticker. No inoperable automobile, other vehicles or similar items shall be repaired or placed on blocks or stands except in an enclosed garage. Except when used during and as a part of construction of a dwelling on the Lot, no trucks or buses (other than pickup trucks of three-quarter ton capacity or less, small vans or small trailers) shall be parked overnight on any Lot except in an enclosed garage, and no tractor or tractor-trailer may be kept within the subdivision, enclosed trailers more than 20 feet in length, or open trailers more than 30 feet in length are not permitted.

Section 8. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any Lot or improvement thereon except "For Sale" or "For Rent" signs not more than six (6) square feet in size. Nothing herein shall be construed to prevent the Declarant or its assigns from erecting, placing, or maintaining signs (including signs on the Common Areas), structures and offices as may be deemed necessary by them for the operation of the subdivision.

Section 9. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, except normal construction debris during construction, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Lots.

Section 10. All outdoor receptacles for trash, rubbish, garbage, ashes or recycling shall be screened or so placed and kept as not to be visible by occupants of other Lots, except that Declarant or a builder may have a dumpster located on a Lot during construction. All trash or recycling bins must be removed from the street edge within one day of trash or recycling pickup.

Section 11. No noxious, offensive or illegal activity shall be carried on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. All Lots, whether occupied or unoccupied, shall be well-maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted to remain on a Lot. Declarant reserves for itself and for the Association the right to enter upon and cut grass, weeds or undergrowth on any Lot or easement, but shall be under no obligation to do so. The Declarant or the Association may contract for, and assess to the Lot owner, any maintenance necessary to enforce this covenant.

Section 12. No animals, livestock or poultry of any kind shall be raised, kept or bred on any Lot, except as follows: dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and provided they are not allowed to run at large or otherwise become a nuisance to the community. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. No Rottweilers, pit bulls, Dobermans, or breeds with those bloodlines, shall be allowed in the subdivision, either by Owners or their guests.

Section 13. No outside radio or television antennas, or towers of any kind, shall be erected on any Lot or dwelling without Committee approval. Satellite dishes not exceeding twenty-four (24) inches in diameter are allowed. No radio station or shortwave operator of any kind shall operate from any Lot or dwelling without Committee approval.

Section 14. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a sewage system approved by the appropriate governmental authority and the Declarant. No outside shall be constructed or permitted on any Lot after completion of the primary residential dwelling. Portable toilets shall be allowed during the construction period only.

Section 15. No temporary structure, manufactured or mobile home, trailer, tent, garage or other outbuilding shall be occupied on any Lot as a dwelling. The Committee may grant permission for a temporary structure for storage of materials during the construction period and the Declarant or its assigns may maintain construction and/or sales trailers during the development period.

Section 16. Improvements must be substantially completed in accordance with the plans and specifications as approved by the Committee within a reasonable time after commencement of construction. No residence shall be occupied until the same has been substantially completed and a Certificate of Occupancy has been issued by the appropriate governmental authority. All structures constructed or placed on any Lot shall be built of substantially new materials and no used structures or materials shall be moved, relocated or placed on any such Lot without Committee approval.

Section 17. No elevated tanks of any kind shall be erected, placed, or permitted on any part of the Properties, except as approved by the Declarant or Committee. Any tanks for use in connection with any residence constructed on the Properties, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring Lots, Common Areas, roads, or streets. A pleasure boat on its trailer, recreational vehicles or campers may be parked or stored on a Lot only behind the front face of the dwelling located on the Lot, not viewable from the street (or located behind a fence) and not nearer than ten (10) feet to any side or rear Lot line. All clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in or fenced to conceal them from the view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Declarant or Committee prior to construction.

Section 18. No outside burning of garbage or refuse shall be permitted. Recreational burning (i.e. in a patio firepit or barbecue grill) is permitted provided it is allowed by the County or State.

Section 19. Each Owner shall be responsible for maintaining in a natural state any buffer areas to the rear of their individual Lots, as may be shown on the recorded plat of the subdivision; this shall not preclude the removal of obvious hazards to adults, children and/or pets (i.e. poisonous or harmful vegetation, insects, animals, etc.).

Section 20. The Association may publish and amend rules and regulations concerning the use of any pond or water feature, which shall be in addition to the provisions of this Declaration. Except for fishing within any permitted areas designated by the Association, there shall be no swimming, use of personal flotation devices, or boating of any type (whether powered or not) on or in any pond or water feature. No Owner shall construct any piers or docks on any portion of any pond or water feature, or any adjoining land, provided however that the Declarant or the Association may

construct a pier or dock on or adjacent to any pond or water feature for the use and enjoyment of the Owners and their family members, guests and invitees. No Owner shall be permitted to use any water from any pond or water feature for irrigation or for any other purpose whatsoever. Neither the Declarant nor the Association shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of any pond or water feature.

Section 21. Except for any entrance facilities, screening wall, retaining wall or fence installed by the Declarant, which is expressly excluded from the restriction in this Section, all fences proposed to be installed on any Lot require prior written approval of the Committee. Chain link or similar metal fencing is expressly prohibited. Proposed fences should not exceed six (6) feet in height. Stockade fences are only allowed with decorative post caps. Any portion of a fence that is facing a street must be decorative in style and design. A fence may be placed no closer to the street than midway down the side of a residence.

### **ARTICLE III: ROADWAYS, EASEMENTS**

Every owner shall have a right of easement for ingress, egress, regress, access, utility and drainage purposes in and over the roadways or streets shown on said recorded plat, and such easement shall be appurtenant to and shall pass with the title to every Lot, whether or not specifically referenced in any deed to any Lot. The streets shall be dedicated to the public use and shall be maintained by the Declarant until such streets are accepted into the state road system or other public road system, or until such time as said streets are conveyed to the Association for maintenance if not accepted by the North Carolina Department of Transportation or other public entity. Sight distance easements shown on the recorded plat shall remain free of all structures, trees shrubbery and signs, except utility poles, fire hydrants and traffic control signs. Maintenance for easements outside of N.C. Department of Transportation right-of-ways shall be the responsibility of the lot owner, as well as the unpaved portion of any such right-of-way adjacent to each owner's lot. No structure or vegetation (except grass) may be located in utility easements. There shall be no encumbrances or structures allowed on any N.C. Department of Transportation street right-of-way.

### **ARTICLE IV: COMMON AREAS**

Section 1. All Common Areas, and any improvements thereon, are private. Neither the Declarant's execution nor recording of the plat nor any other act of the Declarant with respect to the property is or is intended to be or shall be construed as a dedication to the public of any of said parks,

recreational facilities or amenities other than as reflected herein. An easement for the use and enjoyment of each of the areas designated as Common Areas is reserved by the Declarant, its successors and assigns, for the benefit and use of its remaining property as described herein and an easement for the use of such areas may be granted to the owners of such remaining property.

Section 2. All Common Areas shall be owned by the Association and shall be acquired by the Association free and clear of all liens and encumbrances except pro rata ad valorem real property taxes for the year of conveyance, rights and easements reserved herein, and drainage and utility easements and mineral reservations as established in the chain of title.

Section 3. The Association shall maintain, at its sole cost, the Entrance Facilities, in a state of good repair and in conformity with the standards maintained in developments of a similar nature and quality as the Project, including repair and replacement if any such improvements are damaged or destroyed. Provided, however, that the Association shall have the right, at any time, to modify the Entrance Facilities by reducing the amount of landscaping material to be maintained or by changing the type or density of any such landscaping material.

Section 4. The Association shall own and maintain the ponds or water features and any other portions of the project's drainage system not maintained by a governmental authority or a residential Owner, in good working order and in accordance with all applicable governmental requirements and regulations, so that the project drainage system continues to function properly in controlling storm water runoff and drainage from the Project.

Section 5. Any area shown on a final plat or the site plan as an "HOA Area" or other open space area ("Open Space") and any improvements installed thereon shall be owned, used and maintained by the Association in substantially the same condition and manner as installed and conveyed by the Declarant and in accordance with any applicable governmental requirements. Open Space may contain other specific items of Association property, or portions thereof, including but not limited to Entrance Facilities, ponds or water features, and other portions of the Project drainage system.

Section 6. Any portion of the Project Land shown on a final plat as a landscape area, landscape buffer, or landscape easement or otherwise established for landscape use ("Landscape Areas") shall be used and maintained by the Association substantially in the same fashion as constructed by the Declarant. To the extent that any portion of a Landscape Area is located upon any Lot, an easement upon the applicable portion of such Lot is hereby reserved in favor of the Declarant and the Association.

Section 7. Any portion of the Project Land shown on a final plat as an entryway area or easement and the improvements thereon ("Entryway Area") or signage area or easement and the improvements thereon ("Signage Area") shall be used and maintained by the Association substantially in the same fashion as constructed by the Declarant. To the extent that any portion of an Entryway Area or Signage Area is located upon any Lot, an easement upon the applicable portion of such Lot is hereby reserved in favor of the Declarant and the Association.

Section 8. Such portions of the Association property upon which the Declarant has constructed, or hereafter constructs, improvements shall be kept and maintained for use in a manner consistent with the nature of such improvements. Until the turnover date, Declarant reserves the right, but shall not be obligated, to construct additional facilities upon the Association property. Upon the completion of any such facility, if applicable, the Association shall be responsible for keeping, maintaining and insuring such facility in good condition and repair, and the expenses of maintaining, repairing, insuring, and operating such facility shall become an Operating Expense, and if necessary to accommodate the additional Operating Expense, the Base Assessment will increase accordingly. If such facility is constructed, the owner of the land on which the facility is constructed

shall have the right to use such facility subject to the conditions and limitations as established by the Association.

Section 9. Except as may otherwise be expressly provided for herein, for the term of this Declaration, the Association property is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of the Declarant, the Association and the residential Owners, their family members, guests, invitees and lessees, and any other person authorized to use the Association property or any portion thereof by the Declarant or the Association, but only in accordance with this Declaration and the laws of the applicable governmental authorities.

Section 10. The Declarant hereby expressly reserves the right to use the Association property, the Lots and the unsold living units in connection with the sale and marketing by the Declarant of living units or Lots in the Project, including but not limited to the holding of sales and marketing meetings, sales promotions and related activities.

Section 11. The Association property shall be conveyed to the Association for ownership, by deed or easement in the case of real property designated as Association property or Common Area on a final plat, or by bill of sale or by delivery of possession in the case of personal property. Declarant shall have the right to convey Association property to the Association at any time following completion of any improvements to be constructed or installed upon such Association property. Upon completion of any such improvements by the Declarant, the Association will immediately become responsible for all maintenance, repairs and replacement, the operation thereof and such additional construction of improvements as may be authorized by the Board of Directors. It is the intent of this Section to provide that the Association shall be responsible for all maintenance of Association property when improvements thereto have been completed, notwithstanding that the Declarant has not conveyed such properties to the Association but continues to hold title thereto. Any such conveyance by the Declarant will be conveyed subject to all restrictive covenants of record at the time of conveyance, and the following:

- a. The right of access of the Declarant, its successors and assigns, over and across such property; and
- b. The right of the Declarant, the Committee, and the Association, as applicable, to approve all structures, construction, repairs, changes in elevation and topography and the location of any object (including vegetation) within the Association property prior to commencement of such activities or location of any object therein;
- c. All utility and drainage easements; and
- d. All reserved rights set forth in this Declaration.

The Declarant will not be required to so convey the Association property where such conveyance would be prohibited by agreements to which the Declarant is a party on the date of establishment of such Association property, but, in such case, Declarant will be allowed to postpone such conveyance without penalty, until such time as said prohibition terminates, is released or nullified.

In consideration of the benefits accruing to the Association and to the Members under this Declaration and in consideration of the covenants and agreements of the Declarant hereunder, the Association hereby agrees to accept title to any property, or to any interest in property, now or hereafter conveyed to it pursuant to the terms and conditions of this Declaration. Upon the due recording of a deed, easement, lease or other instrument or memorandum of conveyance to the Association filed in the public records, title or such other interest in property conveyed will vest in and to the Association without the necessity of any further act, deed or approval of any person, including the grantor, lessor and/or Association.

## ARTICLE V: UTILITY LINES

All electrical service and telephone lines between the street service and any residence shall be placed underground and no outside electrical lines shall be placed overhead unless prior written approval is given by the Declarant or the Association. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines. The Declarant reserves the right to subject the Property to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to said utility company by each Lot Owner for a pro rata share of installation, operation and maintenance expenses. The Declarant shall be entitled to reimbursement from each Lot Owner for any water and/or sewer permits, tap fees or meters which have been obtained at the Declarant's expense.

## ARTICLE VI: ARCHITECTURAL CONTROL COMMITTEE

Section 1. In order to preserve and protect the appearance of the Property and the value of the Lots and the residences constructed thereon, no building, wall, fence or other structure or improvement of any type shall be erected, placed or altered on any Lot until the construction plans and specifications have been approved in writing by the Architectural Control Committee, and such improvements may be made only in accordance with the approved plans and specifications. Refusal of approval of plans and specifications may be made on any grounds, including purely aesthetic grounds, in the sole discretion of the Architectural Control Committee. Any change in the appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping (with the exception of the planting or pruning of flowers and shrubs) shall be deemed an alteration requiring approval. The Architectural Control Committee is authorized to publish such rules and regulations as it deems necessary to carry out the provisions and intent of this Article.

Section 2. Within thirty (30) days after receipt of the required plans and specifications, the Architectural Control Committee shall notify the Lot Owner in writing of its approval, disapproval or approval with conditions, of the submitted plans and specifications, or that further information is required for a determination, in which case the thirty day response period shall commence only upon receipt of the requested further information. If no such response is made within the thirty (30) days, the plans and specifications shall be deemed approved as submitted.

Section 3. Until the sale of the last numbered Lot in the Properties, or of any subsequent phases or additions thereto (the period of Declarant control of the Association), the Declarant, its successors or assigns shall have all of the powers and authority of the Architectural Control Committee as described herein. Upon the resignation of the Declarant, its successors or assigns from the Architectural Control Committee, such powers and authority shall pass to the Association, which may appoint three (3) Lot Owners to compose the membership of the Architectural Control Committee. In the event of the death, disability or resignation of any such Owner-member, the remaining members shall appoint a successor, to serve until the following annual meeting.

Section 4. A majority of the Architectural Control Committee may take any action the committee is empowered and authorized to take, and may employ consultants, upon approval of the Association's executive board. The members of the Architectural Control Committee shall not be entitled to compensation for their services absent board approval, but may impose a reasonable fee, to be delivered when plans and specifications are submitted, to cover any consulting fee expenses.

## ARTICLE VII: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership.** Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. **Voting Rights.** The Association shall have two classes of voting membership.

**Class A.** Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but in no event shall more than one vote be cast with respect to any one such Lot.

**Class B.** The Class B member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b. On the fifth anniversary of the conveyance of a Lot or other parcel within the development.

## ARTICLE VIII: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Purpose of Assessments.** The assessments described herein and levied by the Association or Declarant shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and their Lots, and in particular the maintenance and upkeep of the roadway(s) located within the development in an all-weather passable condition, and for services and facilities devoted to this purpose, including, but not limited to the maintenance, repair, replacement and additions to the roadways, entranceways, gates and signs, drainageways, and for the cost of labor, equipment, materials, repairs, operation, management and supervision thereof.

Section 2. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3. **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$150.00 per Lot.

a. From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than twenty (20%) percent above the previous annual assessment without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above twenty (20%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The executive board may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty (50%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and to the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the preceding meeting nor less than five (5) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on a regular basis. However, notwithstanding this section or any other section contained herein, Declarant shall not be obligated to pay the Uniform Assessment on any lot provided the lot is unoccupied; also, a builder-purchaser who shall purchase a lot for the purpose of the construction of a residence for sale in the ordinary course of its business shall pay no assessment until its resale to a residential purchaser.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on the date of the conveyance of the Lot from Declarant (or builder) to an Owner. The first annual assessment shall be adjusted according to the number of days remaining in the calendar year. The first year's Association dues shall be collected at the time of the purchase from the Declarant (or builder). The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the executive board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid, which certificate shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum or such other rate as the Association may determine. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Should the Association (or Declarant) find it necessary to employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, all costs incurred in such enforcement, including court costs and a reasonable fee for counsel, shall be paid by the owner of such Lot or Lots against which such enforcement action is taken, and the Association (or Declarant) shall have a lien upon such Lot or Lots to secure payment of such costs.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for

any assessments thereafter becoming due or from the lien thereof.

#### **ARTICLE IX: FUTURE DEVELOPMENT**

The Declarant reserves the right to annex any property now owned or hereafter acquired by the Declarant and adjoining the Property, and to include and subject such additional property to this Declaration, without prior approval or consent of the Lot Owners or Association.

#### **ARTICLE X: GENERAL PROVISIONS**

Section 1. Enforcement. The Association, Declarant, or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 3. Document availability. The Association shall have current copies of the Declarations, By-Laws, and other rules concerning the project as well as its own books, records, and financial statements available for inspection by Lot Owners or by holders, insurers and guarantors of first mortgages that are secured by Lots and improvements within the development. These documents shall be available during normal business hours and under other reasonable circumstances. There shall be an annual audited statement prepared each year with copies made available to the Lot Owners, and any holder, insurer or guarantor of any first mortgage that is secured by a Lot within the development.

Section 4. Condemnation, Destruction, or Liquidation. The Association will be deemed to represent the owners in any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Areas and shall have the authority to negotiate, settle, and otherwise make agreements on behalf of all Lot Owners and their mortgage holders. Any and all funds shall be distributed to each of the Lot Owners in equal shares. However, all first mortgage holders shall be given (10) days notice prior to any disbursements to the Lot Owners.

Section 5. Limitation of Ability to Sell and Lease. No Lot Owner's right to sell, convey, transfer or mortgage his Lot shall be restricted.

Section 6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot owners; provided, however, that the Declarant may amend this Declaration without the joinder of any other party if such amendment is required by any governmental authority or agency for governmental approval. Any amendment must be recorded.

#### **ARTICLE XI: DECLARANT CONTROL PERIOD**

Until the sale of the last numbered Lot in the Properties, or of any subsequent phases or additions thereto, (the period of Declarant control of the Association) the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the executive board of the Association, pursuant to N.C. General Statutes Sec.47F-3-103 (d). After the termination of the period of Declarant control, the lot owners shall elect an executive board of at least three

members, at least a majority of whom shall be lot owners. The executive board shall elect the officers. The executive board and officers shall take office upon election.

**ARTICLE XII: STORMWATER RUNOFF**

Section 1. The following covenants are intended to insure ongoing compliance with State Stormwater Management Permit No. SW8 110323, as issued by the Division of Water Quality under the Stormwater Management Regulations (NCAC 2H.1000).

Section 2. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

Section 3. These covenants are to run with the land and shall be binding upon all Owners and all persons and parties claiming under them.

Section 4. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

Section 5. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

Section 6. The maximum allowable built-upon area (BUA) per Lot is 11,876 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

Section 7. 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.

Section 8. Each lot will maintain a minimum fifty-foot (50') wide vegetated buffer adjacent to impounded structures, rivers and streams, and tidal waters.

Section 10. All roof drains shall terminate at least fifty feet (50') from the normal pool of impounded structures, the bank of each side of rivers and streams, and the mean high water line of tidal waters.

IN WITNESS WHEREOF, the Declarant has caused the due execution of this instrument on this 1<sup>st</sup> day of November, 2011.

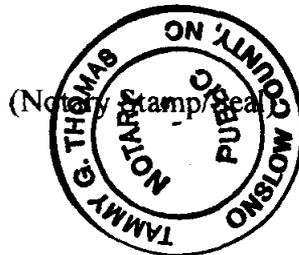
Declarant: ONSLOW DEVELOPMENT GROUP, LLC

By: [Signature]  
Elijah T. Morton, Member-Manager

NORTH CAROLINA  
ONSLOW COUNTY

I, Tammy G. Thomas a Notary Public in and for the aforesaid County and State, hereby certify that Elijah T. Morton personally appeared before me this day and acknowledged that he is the Member-Manager of ONSLOW DEVELOPMENT GROUP, LLC a North Carolina limited liability company, and that by authority duly given and as an act of the company, he has signed the foregoing instrument in its name and on its behalf as its act and deed. Witness my hand and notarial seal, this the 1<sup>st</sup> day of November, 2011.

Tammy G. Thomas, Notary Public  
My Commission Expires: 1-11-2015





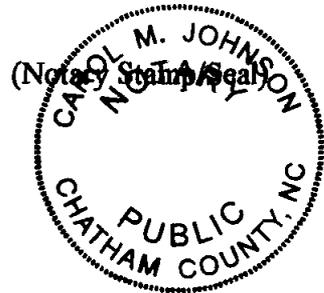
Purchaser: LEGACY CUSTOM HOMES, INC.

By: [Signature]  
Name: Daniel W. Russell  
Title: President

NORTH CAROLINA  
Chatham COUNTY

I, Carol M. Johnson, a Notary Public in and for the aforesaid County and State, hereby certify that Daniel W. Russell personally appeared before me this day and acknowledged that he or she is the President of LEGACY CUSTOM HOMES, INC., a North Carolina corporation, and that by authority duly given and as an act of the corporation, he or she has signed the foregoing instrument in its name and on its behalf as its act and deed. Witness my hand and notarial seal, this the 14th day of October, 2011.

Carol M. Johnson, Notary Public  
My Commission Expires: February 1, 2015



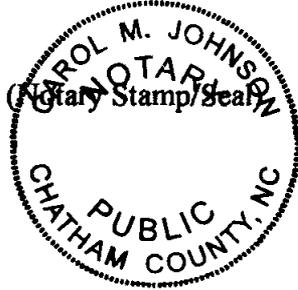
Purchaser: SEVENTY WEST HOLDINGS, LLC

By: [Signature]  
Name: Daniel W. Russell  
Title: Manager

NORTH CAROLINA  
GNSLOW COUNTY  
Chatham

I, Carol M. Johnson, a Notary Public in and for the aforesaid County and State, hereby certify that Daniel W. Russell personally appeared before me this day and acknowledged that he or she is the Manager of SEVENTY WEST HOLDINGS, LLC, a North Carolina limited liability company, and that by authority duly given and as an act of the company, he or she has signed the foregoing instrument in its name and on its behalf as its act and deed. Witness my hand and notarial seal, this the 14th day of October, 2011.

Carol M. Johnson, Notary Public  
My Commission Expires: February 1, 2015



Purchaser: HARDISON BUILDING, INC.

By: [Signature]  
Name:  
Title:

NORTH CAROLINA  
New Hanover COUNTY

I, Tamara L. Fisk, a Notary Public in and for the aforesaid County and State, hereby certify that Gerald Dean Hardison personally appeared before me this day and acknowledged that he or she is the President of HARDISON BUILDING, INC., a North Carolina corporation, and that by authority duly given and as an act of the corporation, he or she has signed the foregoing instrument in its name and on its behalf as its act and deed. Witness my hand and notarial seal, this the 13 day of October, 2011.

[Signature], Notary Public  
My Commission Expires:

(Notary Stamp/Seal)

