

Handwritten signature: H. Lane, Kenneth
Handwritten initials: SL

Doc ID: 004096390011 Type: CRP
Recorded: 10/12/2007 at 12:13:32 PM
Fee Amt: \$44.00 Page 1 of 11
Onslow County, NC
Maryland K. Washington Reg. of Deeds
BK 2960 PG 478-488

Prepared by: LANIER & FOUNTAIN/kao

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

DECLARATION
OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
OF SEWELL FIELDS OF VERONA.

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made on the date hereinafter set forth by SEWELL FIELDS OF VERONA, INC., a corporation organized under the laws of the State of North Carolina with its principal office located in Onslow County, North Carolina, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Stump Sound Township, Onslow County, North Carolina, which is more particularly described as follows:

Being all of the Lots as depicted on that plat entitled "Final Plat (Revised) Sewell Fields of Verona, Stump Sound Township, Onslow County, North Carolina" for Sewell Fields Inc., dated July 17, 2007 prepared by Lanier Surveying Company and recorded in Map Book 54, Page 64, Slide M-178 in the Onslow County Registry.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are forth purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any 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.

ARTICLE I

October 3, 2007

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to SEWELL FIELDS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entitled, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, 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. "Eligible First Mortgage Holder" shall mean any holder of a first mortgage, who files with the secretary of the association, notice, that they are holding a mortgage on the lot.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with exception of the Common Area.

Section 7. "Declarant" shall mean and refer to SEWELL FIELDS OF VERONA, INC., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Architectural Control Committee" shall mean the architectural control committee appointed by the Board of Directors of the Association.

Section 9. "Empty Lots" shall mean any Lot as shown on the recorded plat(s) of the Properties conveyed by Declarant to a third party which is not built upon.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

a. The right of the Association to dedicated or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such

October 3, 2007

conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members and fifty-one (51 %) of the mortgage holders has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws his right of enjoyment to the Common Area and facilities to the members of the family, his tenant, or contract purchasers who reside on the property.

Section 3. Common Control Areas. The Association shall govern any and all repairs, replacements, and maintenance of the Common Control Areas.

Section 4. Traffic Island Maintenance. The Association shall maintain in an orderly fashion all traffic islands and entrances which are landscaped or upon which improvement may be placed on any road within the subdivision.

ARTICLE III

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 appurtenance 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 (2) classes of voting membership:

Class A. The Class A member(s) 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. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The class B member(s) shall be the Declarant and shall be entitled to three (3) 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. Within One Hundred Twenty Days (120) when the total votes outstanding in the Class A membership is seventy-five (75 %) percent of 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 IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. 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 covenants and agree to pay the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as of October 3, 2007

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 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of any Common Area to include the maintenance of any roadway until the maintenance of the roadway is accepted by the North Carolina Department of Transportation. In addition, sums shall be collected and amassed to establish a capital account for capital improvements and repairs to the properties.

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 Three Hundred and 00/100 Dollars (\$ 300.00) per Lot and may be paid monthly, quarterly, semi-annually or annually as determined the Association.

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 ten (10%) percent above the maximum assessment for the previous year 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 ten (10%) 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 Board of Directors 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-third (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 thirty (30) days no more than sixty (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 votes of each class of membership shall constitute to a

October 3, 2007

quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than (60) 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 monthly, quarterly, semi-annually or annually basis as determined the Association.

However, notwithstanding this section or any other section contained herein, Declarant shall not be obligated to pay any assessment provided the Lot is unoccupied and has not been deeded by Declarant.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 Board of Directors. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effective 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 a rate of ten (10%) 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.

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 from the lien thereof.

Section 10. Special Assessment for Empty Lots. Each owner of an Empty Lot shall maintain the Lot in a neat and well groomed manner. An Empty Lot shall be mowed or cut (grass) on a regular basis. In the event an Empty Lot Owner fails to comply with this provision, the Empty Lot owner shall be subject to a Special Assessment not to exceed Three Hundred Dollars (\$300.00) per year to be used to maintain said Lot. The Declarant, the HOA, and their agents or employees shall have the right to go upon any Empty Lot for the purposes of maintaining said Lot

October 3, 2007

pursuant to this provision.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, exterior modification or other exterior construction or modification shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and located of the same shall have been submitted to and approved in writing as the harmony of external design and located in relation to surrounding structures to topography by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 1. The ARC will require a construction deposit of \$2500.00 per lot to ensure that no damage is done to the streets, curbs, or other Common Areas during construction and the Lot is returned to its original grade as set by Lanier Surveying and to ensure that grass sod is placed from the street edge back 25 feet to include the swale in front of each lot adjoining the street. The deposit shall be returned to the Lot owner upon compliance with this provision.

Section 2. The powers of the Association shall be constructed liberally and shall include without limitation, all powers set forth in Section 47F - 3 - 102 of the Planned Community Act.

ARTICLE VI

USE RESTRICTIONS

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, placed, altered or permitted to remain on any Lot other than one single family not to exceed two (2) stories in height unless approved by Declarant. Minimum square footage for a single story dwelling shall be 1750 heated square feet. The minimum square footage for two story dwelling shall be 1850 heated square feet. Any building erected, placed or altered on any Lot shall be subject to the provisions of the Article V of this Declaration of Covenants, Conditions and Restrictions relating to architectural control.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Temporary Structures. No structure of a temporary character, such as a basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a

October 3, 2007

residence either temporarily or permanently.

Section 4. Animals. No livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other common household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and are at all times not a nuisance to other Owners, properly leashed or confined in an approved area. No other animals shall be allowed without the prior consent of the Declarant. Declarant may, at its option, assign this right to the Association.

Section 5. Outside Antennas. No outside radio or television antennas in excess of 18 inches in diameter shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 6. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot shall be clear, white or non-front lights or bulbs.

Section 7. Fences. Fences, not to exceed six (6) feet in height, may be constructed between the front of the primary dwelling and the back lot line. No fence shall be erected between the front of the primary dwelling and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail shall be deemed to meet the requirements of this restriction.

Section 8. Subdivision of Lots. No lot shall be subdivided by sale or otherwise, except to increase the size of an adjacent lot, in which event the remainder shall be sold or otherwise utilized as a part of the lot adjacent to it

Section 9. Construction Material. All roof shingles shall be dimensional architecture design of 25 years or longer. No aluminum siding shall be allowed. All drive way piping shall be RCP Class 3 concrete pipe with flared ends or such higher quality as may be required to meet NCDOT standards. All exterior materials must be submitted and approved by the ACC prior to construction.

Section 10. Yards to be Partially Sodded. The front yard (from the street), the side yard and Thirty (30) feet of the back yard (measured from the rear of the dwelling or back deck if applicable) shall be grass sodded prior to the occupancy of any dwelling located thereon.

Section 11. Parking. No part of the subdivision shall be used for the parking of any house trailer, mobile home, inoperative boats, or vehicles, or vehicles in excess of eight (8) wheels.

Section 12. Laundry or Rubbish and Open Fires in Common Areas and Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas, or on any Lot in a manner visible from any Common Area, neighboring Lot or street. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials. All trash, garbage or other rubbish shall be deposited only in covered sanitary containers as provided in Section 13 below. No open fires shall be permitted on any part of the Subdivision other than fires in charcoal grills or other similar cooking devices located upon Lots or grills or similar devices.

Section 13. Trash Disposal. Each Lot Owner shall deposit all trash, garbage, or other

rubbish by as directed and instructed by the Board. Lot Owners shall keep trash containers at all times in each Lot Owner's garage (if applicable), or in such other locations as designated by the Board, except on the days which trash, garbage, or other rubbish is collected by the local waste removal authorities. Any trash containers placed outside by the Lot Owners in the location designated for collection by the local waste removal authorities shall only remain in such location for a period not to exceed twenty-four (24) hours. The Board shall have the right to dispose of any trash, garbage, or other rubbish of a Lot Owner in violation of this Section and may assess the Lot Owner for the cost of such removal, which amount shall be payable on the date the next installment of the regular assessment is due.

Section 14. Nondiscrimination. No owner (including the Declarant), or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, age, color, creed or national origin in the sale, lease or rental of any Lot nor in the use of the Common Areas.

ARTICLE VII

EASEMENTS

Section 1. Utility and Drainage. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front ten (10) feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of drainage, or which may obstruct or retard the flow of water.

Section 2. Emergency Repairs. The Association is hereby granted a permanent easement to enter any properties, including any individually owned Lot, for the sole purpose of effectuating emergency repairs.

Section 3. Ingress and Egress. Each Lot Owner shall have an unrestricted right of ingress and egress to their Lot. This right shall pass and inure to the benefit of all future Lot Owners.

Section 4. Encroachment. Any and all encroachments and violations of less than one foot shall be deemed a minor violation and each Owner of the Association shall be deemed to have granted an easement appurtenant to the violating Lot for said encroachment.

ARTICLE VIII

INSURANCE AND BONDS

Section 1. Liability Insurance. The Association shall obtain and maintain a Comprehensive General Liability Insurance policy covering all Common Area, public ways and other areas that are under its supervision. The policy shall provide coverage of at least \$100,000.00 for bodily injury and property damage for any single occurrence. The premium for said policy shall be paid by the Association.

Section 2. Fidelity Bond. The Association shall have Fidelity Bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not

October 3, 2007

they receive compensation for their services. A management agent that handles funds for the Association shall be covered by its own Fidelity Bond.

Except for Fidelity Bonds that a management agent obtains for its personnel, all other bonds shall name the Association as an obligee and their premiums shall be paid by the Association as a common expense.

The Fidelity Bonds shall be in a sufficient amount to cover the aggregate of the following:

- a. the maximum funds that will be in the custody of the Association or its management agent at any time while the bonds is in force;
- b. the sum of three (3) months assessments of all amounts in the project;
- c. all reserve funds of the Association.

Section 4. Notice to Association and Mortgagors. All insurance policies and bonds must include a provision that calls for ten (10) days written notice to the Association and each holder of a first mortgage before the bond or insurance can be canceled or substantially modified for any reason.

ARTICLE IX GENERAL PROVISION

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner 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 in no way effect any other provisions which shall remain in full force and effect.

Section 3. Document Availability. The Association shall have current copies of the Declaration, 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 Owner, and any holder, insurer or guarantor of any first mortgage that is secured by a Lot within the development any lot owner or holder insures or guarantees any eligible first mortgage may at their expense obtain an audited statement.

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 any and all sums payable shall be distributed to

each of the Lot Owners in equal shares. However, all first mortgage holders shall be given ten (10) days notice prior to any disbursements to the Lot Owners.

Section 5. Storm Water Runoff. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SN8060956, as issued by the Division of Water Quality under NCAC 2H.1000. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit. These covenants are to run with the land and be binding on all persons and parties claiming under them. 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. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

The maximum allowable built-upon area per lot is no more than 11,755 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.

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. Each lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters. All roof drains shall terminate at least thirty (30) feet from the mean high water mark of surface waters.

Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors or assigns.

Section 6. Limitation on Ability to Sell and Lease. No Lot Owners right to sell, convey, transfer or mortgage his Lot shall be restricted. However, no Lot shall be leased for less than thirty (30) days.

Section 7. Mortgagee Approval. The following actions will require the prior written approval of at least fifty-one (51%) percent of the eligible mortgage holders: Annexation of additional property, other than contained herein, dedication of Common Area, and amendment of the Declaration of Covenants, Conditions and Restrictions.

Section 8. Street Lighting/Utility: The Declarant may subject the Property to a contract with Jones Onslow Electric Membership Cooperative for the installation of underground electrical utilities which may require an initial contribution from an Owner, and/or the installation of street lighting, which will subject an Owner to continuing monthly payment to Jones Onslow Electric Membership Cooperative.

Section 9. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven (67%) percent of the Lot Owners, and thereafter by an instrument signed by not less than fifty (50%) percent of the Lot Owners. However, the Declarant is empowered to make such amendments as may be necessary to comply with the Veterans Administration requirement for loan guarantees within the properties. All material changes, including any transfer of the common area shall require not less than 30 days advance notice as well as notice to all eligible first mortgage holders. Any amendment must be recorded. As long as there is Class B Membership, the Veterans Administration and/or the Federal Housing Administration shall have the right to veto amendments to the Declaration.

IN WITNESS WHEREOF, the Declarant hereto has set their hand and seal this the 11 day of October, 2007.

SEWELL FIELDS OF VERONA, INC.

a North Carolina corporation

By: _____

Name: Garland W. Sewell

Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

I, a Notary Public in and for said County and State, certify that Garland W. Sewell personally came before me this day and acknowledged that he is Vice President of Sewell Fields of Verona, Inc., a corporation, and that he, as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this 11 day of October, 2007.

Juanita Lyons
Notary Public

My commission expires:

1-18-2012

**NOTARY PUBLIC
JUANITA LYONS
JONES COUNTY
NORTH CAROLINA**

October 3, 2007



Doc ID: 007357940005 Type: CRP
Recorded: 06/17/2009 at 03:03:16 PM
Fee Amt: \$26.00 Page 1 of 5
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK **3246** PG **833-837**

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW**

**FIRST AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF SEWELL FIELDS OF VERONA**

THIS DECLARATION of Amendment made this 16th day of June, 2009 by Sewell Fields of Verona, Inc., a North Carolina corporation, (the "Declarant").

WITNESSETH:

WHEREAS, the Declaration of Restrictive Covenants, Conditions, and Restrictions of Sewell Fields of Verona (the "Declaration") dated October 11, 2007 was duly recorded in Book 2960, Page 478, Onslow County Registry; and

WHEREAS, there are thirty-two (32) lots within the Sewell Fields of Verona Subdivision; and

WHEREAS, Article IX, Section 9 provides that the Declaration may be amended by not less than sixty-seven (67%) percent of the Lot Owners; and

WHEREAS, the Declarant owns twenty-seven (27) lots and the remaining lots are owned as follows:

<u>Lot Number</u>	<u>Owner</u>
6	Rufus and Perita Johnson
23	Paul C & Emily A Scribner
26	Peter T III & Deanna J Magee
30 & 31	Carl E & Martha S Shepard

WHEREAS, more than sixty-seven (67%) percent of the Lot Owners within Sewell Fields of Verona have consented to this Amendment as shown on Consents to Amend attached hereto as Exhibit A, B and C; and

WHEREAS, there is no requirement to obtain the consent of the holder of any first mortgage on any of the lots within Sewell Fields of Verona as no first mortgage holder has filed

notice with the secretary for Sewell Fields Homeowner's Association so as to become an "Eligible First Mortgage Holder";

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article VI, Section 1 is hereby amended as follows: The third sentence is hereby deleted in its entirety and the following inserted in lieu thereof: **"Minimum square footage for a single story dwelling shall be 1,600 heated square feet."**

2. Article IX, Section 9 is hereby amended as follows: The last sentence is hereby deleted in its entirety.

3. **Survival**. Except as specifically amended or altered by this Declaration of Amendment all provisions, restrictions and covenants contained in the original Declaration as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal, this the 16th day of June, 2009.

SEWELL FIELDS OF VERONA, INC.,
A North Carolina Corporation

By: Martha S. Shepard (SEAL)
Name Martha S. Shepard
Title Vice-president

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document in the capacity indicated thereon:

Martha S. Shepard

Date: June 16, 2009

Donna L. Haskell
Notary Public
Print Name: Donna L. Haskell

My Commission Expires: 4-3-2011

N:\Clients\S-Clients\Sewell Fields\First Amendment to RC's.doc

Donna L. Haskell
Notary Public
Onslow County, NC

NORTH CAROLINA
ONslow COUNTY

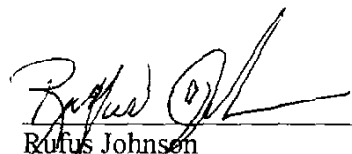
CONSENT TO AMEND

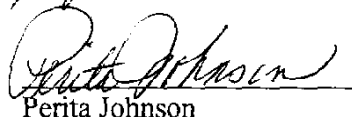
EXHIBIT A

The undersigned, Rufus Johnson and Perita Johnson, 155 Backfield Place, Jacksonville, NC, being the Owners of Lot 6 of Sewell Fields of Verona as depicted on that plat entitled "Final Plat (Revised) Sewell Fields of Verona, Stump Sound Township, Onslow County, North Carolina" for Sewell Fields, Inc., dated July 17, 2007 prepared by Lanier Surveying Company and recorded in Map Book 54, Page 64, Slide M-178 in the Onslow County Registry, do hereby consent and by the execution hereof, do hereby join in the Amendment of the Declaration of Restrictive Covenants, Conditions, and Restriction of Sewell Fields of Verona recorded in Book 2960, Page 478-485, Onslow County Registry as follows:

Section 1. Land Use and Building Type under ARTICLE VI- USE RESTRICTIONS is hereby amended as follows: The third sentence is hereby deleted in its entirety and the following inserted in lieu thereof: "**Minimum square footage for a single story dwelling shall be 1,600 heated square feet.**"

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this the 12 day of May, 2009.

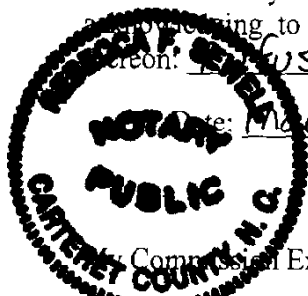
 (SEAL)
Rufus Johnson

 (SEAL)
Perita Johnson

STATE OF NC
COUNTY OF Carteret

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document in the capacity indicated thereon: Rufus Johnson

Date: May 12, 2009

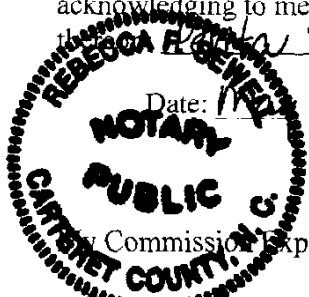


Commission Expires: 3-16-2016

STATE OF NC
COUNTY OF Carteret

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document in the capacity indicated thereon: Perita Johnson

Date: May 12, 2009



Commission Expires: 3-16-2016


Notary Public
Print Name: Rebecca F. Sewell


Notary Public
Print Name: Rebecca F. Sewell

NORTH CAROLINA
ONSLOW COUNTY


CONSENT TO AMEND

EXHIBIT B

The undersigned, Peter Magee III and Deanna Magee, 202 Elijah Court, Jacksonville, NC, being the Owners of Lot 26 of Sewell Fields of Verona as depicted on that plat entitled "Final Plat (Revised) Sewell Fields of Verona, Stump Sound Township, Onslow County, North Carolina" for Sewell Fields, Inc., dated July 17, 2007 prepared by Lanier Surveying Company and recorded in Map Book 54, Page 64, Slide M-178 in the Onslow County Registry, do hereby consent and by the execution hereof, do hereby join in the Amendment of the Declaration of Restrictive Covenants, Conditions, and Restriction of Sewell Fields of Verona recorded in Book 2960, Page 478-485, Onslow County Registry as follows:

Section 1. Land Use and Building Type under ARTICLE VI- USE RESTRICTIONS is hereby amended as follows: The third sentence is hereby deleted in its entirety and the following inserted in lieu thereof: **"Minimum square footage for a single story dwelling shall be 1,600 heated square feet."**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this the 12 day of May, 2009.

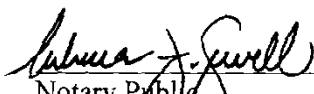
 (SEAL)
Peter Magee III

 (SEAL)
Deanna Magee

STATE OF NC
COUNTY OF Carteret

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document in the capacity indicated thereon: Peter Magee III

Date: May 12, 2009

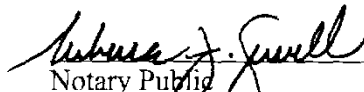

Notary Public
Print Name: Rebecca F. Sewell

My Commission Expires: 3-16-2016

STATE OF NC
COUNTY OF Carteret

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document in the capacity indicated thereon: Deanna Magee

Date: May 12, 2009


Notary Public
Print Name: Rebecca F. Sewell

My Commission Expires: 3-16-2016

\\clients\Sewell Fields\Consent to Amend.doc

NORTH CAROLINA
ONslow COUNTY

CONSENT TO AMEND

EXHIBIT C

The undersigned, Carl E. Shepard and Martha S. Shepard, PO Box 353 Sneads Ferry, NC, being the Owners of Lots 30 and 31 of Sewell Fields of Verona as depicted on that plat entitled "Final Plat (Revised) Sewell Fields of Verona, Stump Sound Township, Onslow County, North Carolina" for Sewell Fields, Inc., dated July 17, 2007 prepared by Lanier Surveying Company and recorded in Map Book 54, Page 64, Slide M-178 in the Onslow County Registry, do hereby consent and by the execution hereof, do hereby join in the Amendment of the Declaration of Restrictive Covenants, Conditions, and Restriction of Sewell Fields of Verona recorded in Book 2960, Page 478-485, Onslow County Registry as follows:

Section 1. Land Use and Building Type under ARTICLE VI- USE RESTRICTIONS is hereby amended as follows: The third sentence is hereby deleted in its entirety and the following inserted in lieu thereof: **"Minimum square footage for a single story dwelling shall be 1,600 heated square feet."**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this the 4th day of ~~May~~, 2009.

June

Carl E. Shepard (SEAL)
Carl E. Shepard

Martha S. Shepard (SEAL)
Martha S. Shepard
Donna L. Haskell
Notary Public
Onslow County, NC

STATE OF North Carolina
COUNTY OF Onslow

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document in the capacity indicated thereon: Carl E. Shepard

Date: June 4, 2009

Donna L. Haskell
Notary Public
Print Name: Donna L. Haskell

My Commission Expires: 4-3-2011

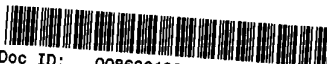
STATE OF North Carolina
COUNTY OF Onslow

I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document in the capacity indicated thereon: Martha S. Shepard

Date: June 4, 2009

Donna L. Haskell
Notary Public
Print Name: Donna L. Haskell

My Commission Expires: 4-3-2011
Notary Public
Onslow County, NC


Doc ID: 008630120002 Type: CRP
Recorded: 12/30/2010 at 08:36:55 AM
Fee Amt: \$17.00 Page 1 of 2
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3530 PG 179-180

Prepared by and return to:

Lanier, Fountain & Ceruzzi/dh
114 Old Bridge Street
Jacksonville, NC 28540

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW**

**SECOND AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF SEWELL FIELDS OF VERONA**

THIS DECLARATION of Amendment made this 15th day of December, 2010 by
Sewell Fields of Verona, Inc., a North Carolina corporation, (the "Declarant").

WITNESSETH:

WHEREAS, the Declaration of Restrictive Covenants, Conditions, and Restrictions of
Sewell Fields of Verona (the "Declaration") dated October 11, 2007 was duly recorded in Book
2960, Page 478, Onslow County Registry and Amended in Book 3246, Page 833, Onslow
County Registry; and

WHEREAS, there is no requirement to obtain the consent of the holder of any first
mortgage on any of the lots within Sewell Fields of Verona as no first mortgage holder has filed
notice with the secretary for Sewell Fields Homeowner's Association so as to become an
"Eligible First Mortgage Holder"; and

WHEREAS, the following covenants are intended to ensure ongoing compliance with
the State Stormwater Management Permit Number SW8 060950 (incorrectly stated as Permit
Number SN8060956 in the Restrictive Covenants recorded in Book 2960, Page 478) as issued by
the Division of Water Quality under NCAC 2H. 1000.

WHEREAS, Declarant is the owner of Lots 4, 5, 14, 15, 17 and 32 as depicted on that
plat entitled "Final Plat (Revised) Sewell Fields of Verona, Stump Sound Township, Onslow
County, North Carolina" for Sewell Fields, Inc., dated July 17, 2007 prepared by Lanier
Surveying Company and recorded in Map Book 54, Page 64, Slide M-178 in the Onslow County
Registry.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article IX, Section 5 Storm Water Runoff is hereby amended as follows:

"The maximum allowable built-upon area per lot shall be no more than 9,770 square feet for lots 4, 5, 14, 15, 17 and 32."
2. **Survival.** Except as specifically amended or altered by this Declaration of Amendment all provisions, restrictions and covenants contained in the original Declaration as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal, this the 15th day of December, 2010.

SEWELL FIELDS OF VERONA, INC.,
A North Carolina Corporation

By: [Signature] (SEAL)
Name SARLAND SEWELL, JR
Title Secretary

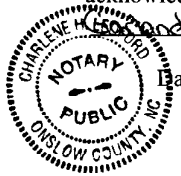
STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document in the capacity indicated thereon:

Richard W. Sewell, Jr

Date: December 1, 2010

[Signature]
Notary Public
Print Name: Charlene M. Leckford



My Commission Expires: July 12, 2014

L:\Clients\S-Clients\Sewell Fields\Second Amendment to RC's.doc

Doc ID: 009343960003 Type: CAP
Recorded: 11/08/2011 at 03:11:23 PM
Fee Amt: \$76.00 Page 1 of 3
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3676 PG 933-935

Prepared by and return to:

Lanier, Fountain & Ceruzzi/dh
114 Old Bridge Street
Jacksonville, NC 28540

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW**

**DECLARATION OF ANNEXATION AND
THIRD AMENDMENT TO DECLARATION OF
RESTRICTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF SEWELL FIELDS OF VERONA**

THIS DECLARATION of Amendment made this 8th day of November, 2011 by
Sewell Fields of Verona, Inc., a North Carolina corporation, (the "Declarant").

WITNESSETH:

WHEREAS, the Declaration of Restrictive Covenants, Conditions, and Restrictions of
Sewell Fields of Verona (the "Declaration") dated October 11, 2007 was duly recorded in Book
2960, Page 478, Onslow County Registry and Amended in Book 3246, Page 833 and Book 3530,
Page 179, Onslow County Registry; and

WHEREAS, Article I, Section 3 of the said Declaration gives the right to add additional
property and subject the same to the jurisdiction of the Association; and

WHEREAS, Article IX, Section 5 gives the Declarant the authority to impose storm
water restrictions on the property being annexed into the Sewell Fields of Verona Subdivision.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The following described property is hereby annexed into the Sewell Fields of
Verona Subdivision and shall be held and conveyed subject to the Declaration above described
and as may be amended by this instrument.

Being all of Lots 35 through 60 as shown on survey entitled, "Final Plat, Sewell Fields of Verona, Phase II, Section I", dated May 19, 2011, prepared by Lanier Surveying Company and recorded in Map Book 63, Page 3, Slide O-36, Onslow County Registry.

2. Article IX, **Section 5 Storm Water Runoff** is hereby amended by adding the following restrictions which shall apply to the above described property being annexed by this Declaration:

a. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number **SW8 110819**, as issued by the Division of Water Quality under NCAC 2H.1000 for Phase II of Sewell Fields of Verona.

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. These covenants shall run with the land and shall be binding on all persons and parties claiming under them.

d. 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.

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

f. The maximum allowable built-upon area per lot is 5,664 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.

g. 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 person.

h. For those lots adjacent to surface waters, each lot will maintain a minimum 50 foot wide vegetated buffer adjacent surface waters.

i. All roof drains shall terminate at least 50 feet from surface waters.

3. Article VI, **Section 10 Yards to be Partially Sodded** is amended as follows as it relates to the said lots in Phase II of Sewell Fields of Verona:

"The front yard (from the street) and the side yards (to the rear corner of each side of the dwelling) shall be grass sodded prior to

occupancy. In addition, the remaining yard shall be seeded and properly maintained prior to occupancy."

4. Declarant reserves the right to annex additional property and subject the same to this Declaration and the jurisdiction of the Association so long as said property is located adjacent to the property described in Phase I or Phase II of Sewell Fields of Verona.

5. **Survival.** Except as specifically amended or altered by this Declaration of Amendment all provisions, restrictions and covenants contained in the original Declaration as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal, this the 8th day of November, 2011.

SEWELL FIELDS OF VERONA, INC.,
A North Carolina Corporation

By: [Signature] (SEAL)
Name: Garland W. Sewell, Jr.
Title: Vice-President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document in the capacity indicated thereon:
Garland W. Sewell, Jr.

Date: November 8, 2011

Donna L. Haskell
Notary Public
Print Name: Donna L. Haskell

My Commission Expires: 4-6-2016

L:\Clients\S-Clients\Sewell Fields\Third Amendment to RC's.doc

Donna L. Haskell Notary Public Onslow County, NC
--