

# 32  
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Fee Amt: \$32.00 Page 1 of 7  
Onslow County, NC  
Maryland K. Washington Reg. of Deeds  
BK **3145** PG **946-952**

NORTH CAROLINA  
ONSLow COUNTY

**DECLARATION OF  
RESTRICTIVE COVENANTS  
(Single Family)**

**THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS,**  
made this 4<sup>th</sup> day of November, 2008, by MBDI, LLC, a North Carolina Limited Liability  
Company, hereinafter called "Declarant".

**WITNESSETH:**

**THAT WHEREAS,** the Declarant is the owner of the real property described in  
Paragraph 1 of this Declaration and is desirous of subjecting said real property to the Protective  
Covenants hereinafter set forth, each and all of which is and are for the benefit of such property  
and for each owner thereof, and shall inure to the benefit of such property and for each owner  
thereof, and shall inure to the benefit of and pass and run with said property, and each and every  
lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property in and referred  
to in Paragraph 1 hereof is and shall be held, transferred, sold and conveyed subject to the  
protective covenants set forth below:

1. **DECLARATION OF REAL PROPERTY:** The real property which is, and shall be  
held, transferred, sold and conveyed subject to the Protective Covenants set forth in the Articles  
of this Declaration is located in the County of Onslow, State of North Carolina, and is more  
particularly described as follows:

BEING all of those lots 1 through 8 as shown and described on Map entitled "The  
Landing at Everett's Creek, Phase I" prepared by Charles F. Riggs & Associates  
on the 7th day of October, 2008, and recorded in Map Book 56, Page 222, Slide  
M-816, Onslow County Registry.

2. **USES:** No lot, lots or portions thereof shall be put to any use other than for residential  
purposes, except that any lot may be used by the Declarant for a street or roadway..

3. **LAND USE AND BUILDING TYPE:** No structure shall be erected, placed, altered  
or permitted to remain on any such lot other than one detached, single family dwelling not to  
exceed two and one-half stories in height, a private garage, and such other outbuildings as may  
be reasonably appurtenant to the dwelling, provided that the same are constructed in line with  
general architectural design and construction standards used as the dwelling itself. No structure  
shall be utilized for other than residential purposes. This covenant shall not be construed as  
prohibiting the use of a new dwelling as a model home for sales purposes.

4. **ARCHITECTURAL CONTROL COMMITTEE (ACC):** No buildings, fence, wall  
or other structure shall be erected, placed or altered on any Lot, until the proposed building,  
plans, specifications, exterior finishes, site plan showing location of such building or structure,  
and construction schedule have been approved in writing by the ACC. The Declarant has  
established the ACC for the purpose of reviewing and approving proposed buildings and  
improvements as to conformity and harmony of external design and consistency with plans or  
existing residences or other buildings and site locations. Failure of ACC to issue a written  
approval or denial of properly submitted plans within thirty (30) days after submission shall be

construed as an approval of said plans. Neither the Declarant nor ACC shall be responsible for any structural or other defects in plans and specifications submitted to it, or any structure erected according to such plans and specifications. In addition to requiring approval of external harmony and design, the ACC shall monitor the compliance with all covenants, conditions and restrictions.

5. **DWELLING QUALITY AND SIZE:** The area of the main structure shall be no less than 1700 square feet of enclosed, heated dwelling area, not including the garage.

6. **EXTERIOR:** Preferred materials for exposed exterior walls shall include brick, stone, fiber cement (hardi), cedar and stucco. Vinyl is permitted in Phase I, Lots 1-8. All other Phases will require written approval from the ACC.

7. **BUILDING LOCATION:** No building shall be located on any corner lot nearer to the front line of any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet from any such line as adjusted as herein allowed. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat. No dwelling shall be located nearer than 15 feet to the rear lot line and no garage or other permitted accessory building shall be located nearer than 15 feet to the rear lot line, EXCEPT that no structure shall encroach on any easement shown on said plat or referred to in these Restrictions. For the purpose of these covenants, eaves, steps, open porches and carports shall not be considered as a part of a building provided, to encroach upon another lot. An error of not more than Ten Percent (10%) in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

8. **MAILBOXES:** The Declarant has erected a uniform mail box system, one mail receptacle with newspaper box will be permitted for each Lot, throughout the subdivision. The Declarant will provide information on the ordering and purchase. Maintenance of any such mail box and newspaper box shall be the continuing responsibility of the Owner. Any changes or replacement of a mail box or newspaper box requires approval of the Architectural Review Committee and shall remain in harmony with the general design of the dwellings in the neighborhood.

9. **CONSTRUCTION ACTIVITY:** After permits and approvals have been obtained and building has commenced, construction must be completed within nine (9) months after beginning the same, acts of God notwithstanding, unless an extension of time is granted by the Architectural Control Committee.

10. **STREET LIGHTING AGREEMENT:** The Declarant reserves the right to subject the real property in this Subdivision 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 an electric utility company by the Home Owners Association.

11. **SUBDIVISION:** No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserve the right to make minor boundary line adjustments between lots so long as said adjustment does not result in change of the total area of a given lot by more than Ten Percent (10%).

12. **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.

13. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 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 utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement are of each lot and all improvements in it shall be maintained

continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Declarant reserves for itself, its successors or assigns, a five foot (5') easement and right at any time in the future to grant a right-of-way under, over, and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines conduits, pipes and other equipment necessary to or useful for furnishing electric, power, gas, telephone services, drainage, or other utilities including water and sewer services.

14. **WEEDS, ETC.**: Lot owners shall be required to maintain and cut grass, weeds or undergrowth on any lot or easement adjoining the property of the lot owner. Declarant, its successors or assigns, at lot owner's expense, reserves 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.

15. **LIVESTOCK AND POULTRY**: No animals, livestock or poultry of any kind shall be raised, bred or maintained for any commercial purposes. No animals other than house pets shall be allowed to remain on any lot, and no vicious animals shall be permitted.

16. **ERECTION OF FENCES**: No fences over six (6) feet in height shall be constructed on any lot. All fences shall be composed of treated wood, brick, vinyl, wrought iron or polymer. No wire, chain link or PVC pipe fences of any nature shall be permitted upon any lot. No fence shall be erected between the front of any building and the street right-of-way unless such fence shall be of an ornamental nature at a height not to exceed four feet (4') and approved by the Association's ACC.

17. **SIGNS**: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than twelve square feet advertising the property for sale or rent, or signs used by the developer or builder to advertise the property during the construction and sales period.

18. **NEW HOME SALES**: All new home sales shall be conducted through Declarant's Sales Team. Any builder/lot owner choosing to market through an alternative sales approach will be required to obtain approval from the Declarant. Re-sales of existing homes are exempt from this clause.

19. **GARBAGE AND REFUSE DISPOSAL**: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves the right for themselves, their heirs and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, so long as public garbage services are not available.

20. **BOATS/VEHICLES**: No boat greater than twenty-two (22) feet in length shall be kept or permitted to remain on any lot. Boats which are less than twenty-two feet in length and the boat trailer upon which said boat sits shall be permitted as long as they are kept in the garage, back yard, or side yard area no closer to the front yard than the front corner of the dwelling. However, no boat or its trailer shall be kept or permitted to remain in the front yard or driveway of any Lot, or on the streets or Common Area. All such permitted boats and boat trailers shall have, and the Owner thereof shall maintain, current boat and trailer registration through the appropriate State agency. All such boats and trailers shall be maintained in working order and in good condition and appearance. No inoperable vehicle, junk vehicle, or vehicle without current registration and insurance, or tractor trailer is permitted at any time.

21. **SIGHT DISTANCE AT INTERSECTIONS**: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street

property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

22. **TEMPORARY/MODULAR STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, motor home, camper or like vehicle shall be allowed in the driveway at any time or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention and purpose of this covenant to prohibit the location of mobile homes, trailers, modular homes, relocatable houses, or similar type structures on the property.

23. **DRAINAGE:** All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N.C. State Highway Commission recommendations.

24. **PARKING:** Each lot shall have adequate off-street parking for all vehicles owned or maintained by the occupants of such lot. No abandoned, unlicensed or non-functioning vehicle shall be permitted to remain on any such lot.

25. **OTHER STRUCTURES:** No structure shall be erected on any lot nearer the street than the residence located on such lot. No satellite receiving dishes shall be permitted on any such lot unless the same shall be concealed from view from the front of such lot.

26. **STORAGE:** No lot shall be used as a storage area for leaves, grass, clippings, brush piles, and no lot shall be used for storage of more than one cord of firewood.

27. **STORM WATER PROVISIONS:**

(a) The following covenants are intended to ensure ongoing compliance with any State Stormwater Management Permits as issued by the Division of Water Quality which may be required.

(b) The State of North Carolina is made a beneficiary of these covenants to the extent applicable or necessary to maintain compliance with any stormwater management permit.

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

(d) The covenants pertaining to stormwater permits may not be altered or rescinded without the express written consent for the State of North Carolina Division of Water Quality.

(e) The maximum allowable built-upon area per lot is 5,000 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 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.

(f) 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.

(g) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

(h) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

(i) Nothing in these covenants shall prohibit the Declarant from exceeding the 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 the stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, their successors or assigns.

28. **WASTE WATER FACILITIES:** Lots 1 through 8 will initially be on a common septic field under Improvement Permit Number 22785. The permitted septic field must convert to sewer service as soon as sewer is available.

(a) Declarant is responsible for construction of approved lift stations for the permitted septic field in accordance with County regulations.

(b) The builder or homeowner shall be responsible for installation of the required septic tank and grinder pump in accordance with Onslow County Health Department Improvement Permit.

(c) At such time as a switch from septic field to public sewer is required for undeveloped or unsold lots, Declarant/Developer will pay for the changeover. In the event public sewer is available prior to completion of the home, then, in such event, the costs of the sewer tap and connection will be paid for by the owner of the lot or the builder.

(d) The Declarant/Developer for lots 1 through 8 shall ensure that either the permitted septic field or the public sewer is available to lot owners or builders as it becomes necessary to complete construction without any delays.

29. **THE LANDINGS AT EVERETT'S CREEK HOMEOWNERS' ASSOCIATION:** Purchasers of lots in "The Landings at Everett's Creek" Subdivision described herein shall and by their acceptance of Deeds conveying such lots do for themselves, their heirs, successors and assigns, agree to become members of The Landing at Everett's Creek Homeowners' Association.

30. **RESPONSIBILITY OF THE ASSOCIATION:**

(a) Until such time as the Homeowners' Association is formed and active, Declarant shall be responsible for maintenance of the streets. Also included is the guarantee of the maintenance for that portion of Everett Yopp Drive commencing at N.C. Highway 172 and extending to and abutting Lots 1-8, Phase 1. Thereafter, maintenance of the streets shall be the responsibility of the Homeowners' Association until such time as the streets are taken over for maintenance by the North Carolina Department of Transportation.

(b) The Homeowners' Association shall assume responsibility for all improvements and maintenance for all drainage, easements, septic field areas, and landscaping maintenance on entrance areas.

31. **ASSESSMENTS:** As a member of the Homeowners' Association as described herein by acceptance of the Deed to each lot, whether or not expressed in such deed, does hereby covenant and agree on behalf of himself, his heirs, successors and assigns to pay assessments to the Homeowners' Association for the expenses incurred. The assessment for the Homeowner's Association shall be \$100.00 per year for each lot. Such assessment shall be used solely for the improvement and maintenance of the items described in Section 30(a) and 30(b).

32. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years unless an instrument signed by not less than seventy-five (75%) percent of the then lot owners has been recorded, agreeing to change said covenants in whole or in part.

33. **ENFORCEMENT OF RESTRICTIONS:** In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, their heirs or assigns and the owners of the

numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach or any of them. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

34. **MODIFICATION OF RESTRICTIVE COVENANTS:** These restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or their successors and/or assigns in title or by the owners of not less than ninety percent (90%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, cancelled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof by written document executed by not less than seventy-five (75%) percent of the lot owners, and recorded in the office of the Register of Deeds of Onslow County, North Carolina.

35. **ANNEXATION:** Additional residential property may be annexed by the Declarant without the consent of the association members within five (5) years of the date of this instrument, provided that the annexation is in accordance with the general plan of development and shall be subjected to these covenants.

36. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be executed, this day and year first above written.

MBDI, LLC

BY: Kathryn S. J. (SEAL)

NORTH CAROLINA  
ONslow COUNTY

I, Lisa S. Reust, a Notary Public in and for said County and State do hereby certify that Kathy Seward Managing Member of MBDI, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 4<sup>th</sup> day of November, 2008.

Lisa S. Reust  
Notary Public

My commission expires:

6/23/09







Doc ID: 007364980003 Type: CRP  
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Fee Amt: \$20.00 Page 1 of 3  
Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds  
BK **3249** PG **1-3**

NORTH CAROLINA  
ONSLow COUNTY

SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR LOT 17 THROUGH 18  
AS SHOWN ON MAP FOR "THE LANDING AT EVERETT'S CREEK, PHASE II"

19 THIS Supplemental Declaration of Covenants, Conditions and Restrictions made this day of June, 2009 by The Landing at Everett's Creek now known as TLAEC, LLC as successor in interest to MBDI, LLC hereinafter called the Declarant;

WHEREAS, the undersigned is the owner of property known and identified as The Landing at Everett's Creek Phase I and Phase II by virtue of a Deed dated May 26, 2009 from MBDI, LLC to TLAEC, LLC; and

WHEREAS, the former owner and Declarant previously executed and recorded a Declaration of Protective Covenants dated November 4, 2008 and recorded in Book 3145, Page 946-952, Onslow County Registry and has subjected the real property described in the aforementioned Declaration with the Covenants and Restrictions contained in the Declaration; and

WHEREAS, Article 34 and 35 of the aforementioned Restrictive Covenants provides that the Declarant has the right to modify, amend and annex additional property to the Declaration by the recording of a Supplemental Declaration in the Onslow County Registry; and

WHEREAS, Declarant desires to annex and subject this Supplemental Declaration of Covenants, Conditions and Restrictions to Section II of the Landing at Everett's Creek, Lots 17 through 18 as shown on Map prepared by Charles F. Riggs & Associates on the 12<sup>th</sup> day of May, 2009 and recorded in Map Book 58, Page 19, Slide M-1093, Onslow County Registry, the same being the property described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS the Declarant desires to modify the Declaration of Restrictive Covenants recorded in Book 3145, Page 946-952 to provide that the property described as Lots 17 through 18 as shown on the Map entitled "Phase II The Landing at Everett's Creek" recorded in Map



Book 58, Page 19, Slide M-1093 be held, transferred, sold and conveyed subject to the following additional restrictions:

#### ARTICLE I

1. DWELLING QUALITY AND SIZE: The area of the main structure shall be no less than 1000 square feet of enclosed, heated dwelling area, not including the garage.

2. EXTERIOR: Preferred materials for exposed exterior walls shall include brick, stone, fiber cement (hardy) cedar and stucco, vinyl is permitted in Phase II, Lot 17 through 18 all other material will require written approval from the Architectural Control Committee.

3. WASTE WATER FACILITIES: Lots 17 through 18 will initially be on a common septic field under Improvement Permit Number 22785. The permitted septic field must convert to sewer service as soon as sewer is available.

(a) Declarant is responsible for construction of approved lift stations for the permitted septic field in accordance with County regulations.

(b) The builder or homeowner shall be responsible for installation of the required septic tank and grinder pump in accordance with Onslow County Health Department Improvement Permit.

© At such time as a switch from septic to public sewer is required for undeveloped or unsold lots, Declarant/Developer will pay for the changeover. In the event public sewer is available prior to completion of the home, then, in such event, the costs of the sewer tap and connection will be paid for by the owner of the lot or the builder.

(d) The Declarant/Developer for Lots 17 through 18 shall ensure that either the permitted septic field or the public sewer is available to lot owners or builders as it becomes necessary to complete construction without any delays.

NOW, THEREFORE, in consideration of the premises the Declarant declares that all of Lots 17 and 18, Phase II, The Landing at Everett's Creek be and is shall be held, transferred, sold, conveyed, occupied and used subject to the Restrictions and matters set forth in Declaration of Restrictive Covenants recorded in Book 3145, Page 946-952, Onslow County Registry and this Supplemental Declaration as well as any additional restrictions or amendments to Lots 17 and 18, Phase II, The Landing at Everett's Creek.. Such Covenants and Restrictions to be construed as covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof; which shall enure to the benefit of each owner thereof, for and during the time herein specified. Every party after acquiring any lot or portion of Phase II of the Landing at Everett's Creek by acceptance of a Deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or subsequent owner of such lot, shall accept such Deed or contract subject to the Restrictive Covenants set forth in Book 3145, Page 946-952, as well as this Supplemental

Declaration and the conditions therein and also subject to the jurisdiction, rights and powers of the Declarant, The Landing at Everett's Creek Homeowner's Association and their successors and assigns. Each grantee of any lot subject to this Supplemental Declaration by accepting the Deed or contract thereto shall for himself, his heirs, personal representative, successors and assigns covenant, consent and agree to and with the Declarant, the association and with the grantees and with subsequent owners of each of the lots within the subdivision to keep, observe, comply with and perform the Declarations of this Supplemental Declaration and any amendments thereto.

## ARTICLE II

Declarant adopts this definition of terms set out in the Declaration except as specifically modified or changed by this Supplemental Declaration.

## ARTICLE III

Declarant hereby adopts by reference as if fully set out herein all provisions of the Declaration and any Supplemental or amendments thereto presently existing or hereinafter adopted.

IN TESTIMONY WHEREOF this Supplemental Declaration has been executed on behalf of the Declarant by its duly authorized officer this the day and year first above written.

This the 19 day of June, 2009.

TLAEC, LLC

By [Signature] (SEAL)  
John Holtz, Member/Manager

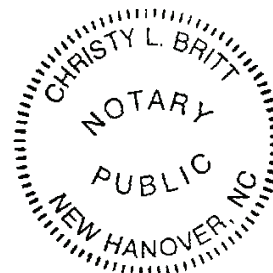
NORTH CAROLINA  
COUNTY OF NEW HANOVER

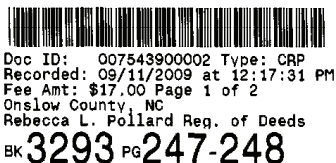
I, CHRISTY L. BRITT, the undersigned Notary of the County and State aforesaid, certify that John Holtz personally came before me and acknowledged that he is Member/Manager of TLAEC, LLC, a North Carolina Limited Liability Company and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and Notarial Seal this the 19 day of JUNE, 2009.

Christy A. Britt  
Notary Public

My Commission Expires: 11/01/2010





NORTH CAROLINA  
ONslow COUNTY

LOT ANNEXATION AND AMENDMENT TO RESTRICTIVE  
COVENANTS TO PHASE I, THE LANDING AT EVERETT'S CREEK,  
MAP BOOK 56, PAGE 222, SLIDE M-816, ONSLOW COUNTY REGISTRY

THIS AMENDMENT TO DECLARATION, made and entered into this 8<sup>th</sup> day of September, 2009, by TLAEC, LLC, a North Carolina Limited Liability Corporation, formerly known as "The Landing at Everett's Creek" and successor in interest to MBDI, LLC, (hereinafter called "Declarant") for Phase I of the Landing at Everett's Creek, recorded in Map Book 56, Page 222, Slide M-816, Onslow County Registry.

**W I T N E S S E T H:**

THAT WHEREAS, TLAEC, LLC, formerly known as MBDI, LLC, Declarant heretofore recorded in Book 3145, Pages 946-952, in the office of the Register of Deeds of Onslow County, a Declaration imposing restrictive covenants on the aforesaid property; and,

WHEREAS, in Paragraph 34 of said Declaration provides that if the Declarant owns more than ninety percent (90%) of the subdivided lots, the Declarant may amend the covenants without the consent of anyone; and,

WHEREAS, the Declarant is the owner of more than ninety percent (90%) of the subdivided lots;

NOW, THEREFORE, for and in consideration of the premises, Declarant hereby amends and modifies the Declaration recorded in Book 3145, Page 946-952 in the office of the Register of Deeds of Onslow County, in the following respects:

1. Paragraph 35 of said Declaration of Restrictive Covenants provides for annexation of additional properties. Lots 17 and 18, Phase II, as shown on map recorded in Map Book 58, Page 19, Slide M-1093, Onslow County Registry, are hereby annexed and are now a part of this Declaration and are subject to the terms and amendments thereto.

2. Paragraph 3 of said Declaration of Restrictive Covenants affecting dwelling size is hereby amended to provide that the main structure of Lots 1, 2, 3, 4, 7 and 8, Phase I, shall be no less than 1,400 square feet of heated space, and Lots 17 and 18, Phase II, shall be no less than 1,050 square feet of heated space.

3. Except as herein amended, each and every other term and provision of the Declaration of Restrictive Covenants is hereby ratified and affirmed, and in full force and effect.

IN TESTIMONY WHEREOF, Declarant and the undersigned Owners have caused this instrument to be signed and sealed in a manner so as to be binding upon the Declarant, the

undersigned Owners, and their successors and assigns, this the day and year first above written.

TLAEC, LLC

By: *Duane Seward* (SEAL)  
Duane Seward, Managing Member

NORTH CAROLINA  
ONslow COUNTY

I, *Kimberly A Briggs* a Notary Public in and for the County  
and State aforesaid, do hereby certify that *Duane Seward* personally came before me this day and  
acknowledged that he is a Member/Manager of MBDI, LLC, a North Carolina Limited Liability  
Corporation, and that by authority duly given and as the act of the corporation, the foregoing  
instrument was signed in its name by Duane Seward.

WITNESS my hand and notarial seal, this the *8<sup>th</sup>* day of *September*,  
2009.

*Kimberly A Briggs*  
Notary Public

My Commission Expires:  
*10-13-11*



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29.00  
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Recorded: 08/26/2010 at 11:54:19 AM  
Fee Amt: \$29.00 Page 1 of 6  
Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds  
BK **3461** PG **284-289**

SUPPLEMENTAL DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR LOTS 13 THROUGH 16  
AS SHOWN ON MAP FOR "THE LANDING AT EVERETT'S CREEK, PHASE II"  
MAP BOOK 60, PAGE 112, SLIDE M-1666

NORTH CAROLINA  
ONslow COUNTY

SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR LOTS 13 THROUGH 16  
AS SHOWN ON MAP FOR "THE LANDING AT EVERETT'S CREEK, PHASE II"  
MAP BOOK 60, PAGE 112, SLIDE M-1666

THIS Supplemental Declaration of Covenants, Conditions and Restrictions made this 25 day of August, 2010 by The Landing at Everett's Creek now known as TLAEC, LLC as successor in interest to MBDI, LLC hereinafter called the Declarant;

WHEREAS, the undersigned is the owner of property known and identified as Lots 13-16 The Landing at Everett's Creek Phase II by virtue of a Deed dated May 26, 2009 from MBDI, LLC to TLAEC, LLC; and

WHEREAS, the former owner and Declarant previously executed and recorded a Declaration of Protective Covenants dated November 4, 2008 and recorded in Book 3145, Page 946-952, Onslow County Registry has subjected the real property described in the aforementioned Declaration with the Covenants and Restrictions contained in the Declaration; and

WHEREAS, Article 34 and 35 of the aforementioned Restrictive Covenants provides that the Declarant has the right to modify, amend and annex additional property to the Declaration by the recording of a Supplemental Declaration in the Onslow County Registry; and

WHEREAS, Declarant desires to subject this Supplemental Declaration of Covenants, Conditions and Restrictions to Section II of the Landing at Everett's Creek, Lots 13 through 16 as shown on Map prepared by Charles F. Riggs & Associates on the 16<sup>th</sup> day of July, 2010 and recorded in Map Book 60, Page 112, Slide M-1666, Onslow County Registry, the same being the property described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS the Declarant desires to modify the Declaration of Restrictive Covenants recorded in Book 3145, Page 946-952 to provide that the property described as Lots 13 through 16 as shown on the Map entitled "Phase II The Landing at Everett's Creek" recorded in Map

Book 60, Page 112 Slide M-1666 be held, transferred, sold and conveyed subject to the following additional restrictions:

#### ARTICLE I

1. **DWELLING QUALITY AND SIZE:** The area of the main structure shall be no less than 1000 square feet of enclosed, heated dwelling area, not including the garage.

2. **EXTERIOR:** Preferred materials for exposed exterior walls shall include brick, stone, fiber cement (hardy) cedar and stucco. All other material will require written approval from the Architectural Control Committee.

3. **WASTE WATER FACILITIES:** Lots 13 through 16 will initially be on individual septic fields under Improvement Permit Number Lot 13- EIP 210-00546; Lot 14- EIP 210-00547; Lot 15- EIP 210-00548; Lot 16 - EIP 210-00549. The permitted septic fields must convert to sewer service as soon as sewer is available.

(a) Declarant is responsible for construction of approved lift stations for the permitted septic field in accordance with County regulations.

(b) The builder or homeowner shall be responsible for the installation and maintenance of the required septic tank and grinder pump in accordance with Onslow County Health Department Improvement Permit.

(c) At such time as a switch from septic to public sewer is required for undeveloped or unsold lots, Declarant/Developer will pay for the changeover. In the event public sewer is available prior to completion of the home, then, in such event, the costs of the sewer tap and connection will be paid for by the owner of the lot or the builder.

(d) The Declarant/Developer for Lots 13 through 16 shall ensure that either the permitted septic field or the public sewer is available to lot owners or builders as it becomes necessary to complete construction without any delays.

#### ARTICLE II STORMWATER PROVISIONS

A. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 100112, as issued by the Division of Water Quality 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. These covenants are to run with the land and 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 for the State of North Carolina Division of Water Quality.

E. Alteration of the drainage as shown on the approved plans ay not take place without concurrence of the Division of Water Quality.

F. The maximum built-upon area is as listed below, in square feet. This allotted amount includes any built-upon 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, driveways, and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

LOT NUMBER	BUILT UPON AREA / LOT
13	2,000
14	2,000
15	2,000
16	2,000

G. Filling in, piping or altering any 3:1 vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossing, is prohibited by any persons.

H. For those lots within the CAMA Area of Environmental Concern, where DCM calculates a different maximum lot built-upon area, the governing maximum lot BUA shall be the more restrictive of the two amounts.

I. Filling in, piping or altering any designated 5:1 curb outlet swale or vegetated area associated with the development is prohibited by any persons.

J. A 50-foot wide buffer must be provided adjacent surface waters, measured from the normal pool of impounded structures, the banks of rivers and streams and the Mean High Waterline of tidal waters.

K. All roof drains shall terminate at least 50' from the normal pool of impounded structures, the banks of rivers and streams and the Mean High Waterline of tidal waters.

L. Each designated curb outlet swale of 100' vegetated area shown on the approved plan must be maintained at a minimum of 100' long, maintain 5:1 (H:V) side slopes or flatter, have a

longitudinal slope no steeper than 5%, carry the flow from a 10-year storm in a non-erosive manner, maintain a dense vegetated cover, and be located in either a dedicated common area or a recorded drainage easement.

### ARTICLE III CONSERVATION AREAS

The areas shown on the recorded plat (Final Plat for The Landing at Everett's Creek, Phase II, Lots 13-16, dated July 14, 2010, and recorded in Map Book 60, Page 112 in the Onslow County Register of Deeds) as preservation areas shall be maintained in perpetuity in their natural or mitigated condition. No person or entity shall perform any of the following activities on such conservation area:

- a. fill, grade, excavate or perform any other land disturbing activities;
- b. cut, mow, burn, remove, or harm any vegetation;
- c. construct or place any roads, trails, walkways, buildings, mobile homes, signs, utility poles or towers, or any other permanent or temporary structures;
- d. drain or otherwise disrupt or alter the hydrology or drainage ways of the conservation area;
- e. dump or store soil, trash or other waste;
- f. graze or water animals, or use for any agricultural or horticultural purposes.

This covenant is intended to ensure continued compliance with the mitigation condition of Clean Water Act authorization issued by the United States of America, U.S. Corps of Engineers, Wilmington District, Action ID SAW-2006-00493, and therefore may be enforced by the United States of America. This covenant shall run with the land, and shall be binding on the Owner, and all parties claiming under it.

These restrictions, identified in Article III, cannot be amended without the express written consent of the U.S. Army Corps of Engineers, Wilmington District.

### ARTICLE IV

Declarant hereby adopts by reference as if fully set out herein all provisions of the Declaration and any Supplemental or amendments thereto presently existing or hereinafter adopted.

NOW, THEREFORE, in consideration of the premises the Declarant declares that all of Lots 13 and 16, Phase II, The Landing at Everett's Creek be and is shall be held, transferred, sold, conveyed, occupied and used subject to the Restrictions and matters set forth in Declaration

of Restrictive Covenants recorded in Book 3145, Page 946-952, Onslow County Registry and this Supplemental Declaration as well as any additional restrictions or amendments to Lots 13 and 16, Phase II, The Landing at Everett's Creek.. Covenants and Restrictions to be construed as covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof; which shall enure to the benefit of each owner thereof, for and during the time herein specified. Every party after acquiring any lot or portion of Phase II of the Landing at Everett's Creek by acceptance of a Deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or subsequent owner of such lot, shall accept such Deed or contract subject to the Restrictive Covenants set forth in Book 3145, Page 946-952, as well as this Supplemental Declaration and the conditions therein and also subject to the jurisdiction, rights and powers of the Declarant, The Landing at Everett's Creek Homeowner's Association and their successors and assigns. Each grantee of any lot subject to this Supplemental Declaration by accepting the Deed or contract thereto shall for himself, his heirs, personal representative, successors and assigns covenant, consent and agree to and with the Declarant, the association and with the grantees and with subsequent owners of each of the lots within the subdivision to keep, observe, comply with and perform the Declarations of this Supplemental Declaration and any amendments thereto.

IN TESTIMONY WHEREOF, Declarant has caused this instrument to be signed and sealed in a manner so as to be binding upon the Declarant, its successors and assigns, this the day and year first above written.

TLAEC, LLC

By: [Signature] (SEAL)  
Managing Member

NORTH CAROLINA  
ONslow COUNTY

I, DAWN BERARD a Notary Public in and for the County and State aforesaid, do hereby certify that JOHN HOLTZ personally came before me this day and acknowledged that he is a Member/Manager of TLAEC, LLC, a North Carolina Limited Liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by JOHN HOLTZ.

WITNESS my hand and notarial seal, this the 25<sup>th</sup> day of AUGUST, 2010.

[Signature]  
Notary Public

My Commission Expires:

7/28/13

