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 Presenter D.R. Horton Inc. Ret: McNeil
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Prepared By: Bagwell Holt Smith P.A., 111 Cloister Ct., Ste. 200, Chapel Hill, NC 27514
 Return to: D.R. Horton, Inc., 503 Wando Park Blvd., Ste. 200, Mount Pleasant, SC 29464

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAWKESWATER AT THE RIVER SUBDIVISION

This First Supplemental Declaration of Covenants, Conditions and Restrictions for Hawkeswater at the River Subdivision (this "First Supplemental Declaration") is made on the date hereinafter set forth by **D.R. HORTON, INC.**, a Delaware corporation, hereinafter referred to as the "Horton". Horton states and declares as follows:

A. Horton is the owner of that tract of real estate located in Brunswick County, North Carolina, described in **Exhibit A** attached hereto and incorporated herein (the "Townhome Property"). The Townhome Property is a portion of that planned community known as "Hawkeswater at the River Subdivision" (the "Master Community"). Horton intends to subdivide and develop the Townhome Property into residential Townhome Lots, Townhome Common Elements exclusively serving the Townhome Lots, and public rights-of-way.

B. Hawkeswater I, Development, Inc., a North Carolina corporation, Hawkeswater II Development, Inc., a North Carolina corporation, Hawkeswater III Development, Inc., a North Carolina corporation, and Riverside Land Holdings, LLC, a North Carolina limited liability company, previously made that certain Declaration of Covenants, Conditions and Restrictions for Hawkeswater at the River Subdivision recorded in Book 2745 Page 986, Brunswick County Register of Deeds (the "Declaration"), as supplemented by that Annexation Declaration for Hawkeswater at the River Subdivision recorded in Book 3493 Page 659, Brunswick County Registry (collectively, the "Master Declaration"). The terms and provisions of the Master Declaration apply to the Townhome Property.

C. Section 4 of Article X of the Master Declaration provides that the Master Declaration may be amended by affirmative vote or written agreement signed by Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

D. As of the date of this First Supplemental Declaration, Horton is the owner of sixty-three (63) of the eighty-nine (89) Lots which currently comprise the Master Community, and accordingly Horton holds seventy and 78/100th percent (70.78%) of the votes in the Association.



E. Horton now desires to amend and supplement the Master Declaration to establish the Townhome Property as a separately developed residential neighborhood within the Master Community to be known as Hawkeswater at the River Townhomes (the "Townhome Community"), designate the Townhome Common Elements within the Townhome Property as Limited Common Elements (as that term is defined under the Master Declaration) for the exclusive use of the Townhome Lots, and impose on the Townhome Property additional covenants, conditions and restrictions to protect and to promote the beneficial ownership, use and enjoyment of all Townhome Lots located within the Townhome Community, the terms of which shall supplement the covenants, conditions and restrictions of the Master Declaration.

THEREFORE, pursuant to Chapter 47F of the North Carolina General Statutes (the "Planned Community Act"), Horton hereby declares that all of the Townhome Property shall hereafter be designated as a separately developed neighborhood within the Master Community, the Townhome Common Elements within the Townhome Property shall be designated as Limited Common Elements for the exclusive use of the Townhome Lots, and the Townhome Property shall hereafter be held, sold and conveyed subject to the terms, restrictions, covenants, and conditions of the Master Declaration and the terms, restrictions, covenants, and conditions set forth in Articles I through VII below, which are for the purpose of enhancing and protecting the value and desirability of the Townhome Property, and which shall run with the Townhome Property and their lessees, guests, mortgagees, heirs, executors, administrators, successors and assigns.

Article I. Definitions.

The definitions set forth the Master Declaration and in § 47F-1-103 of the Planned Community Act shall apply to this First Supplemental Declaration and are incorporated herein, except that the terms listed below shall have the specific meanings stated:

"Townhome Building" shall mean any building comprised of residences located upon Townhome Lots.

"Townhome Common Elements" shall mean all property, and any improvements thereon, wherever located, owned or leased by the Association or subjected to an easement or license in favor of the Association for the common use and enjoyment of Owners of the Townhome Lots. Townhome Common Elements shall include all water and sewer lines serving more than one Townhome Lot and located outside any public rights-of-way or utility easements. Townhome Common Elements shall include any drainage easements, stormwater pipes, detention and retention facilities serving more than one Townhome Lot and not accepted by any governmental authority for maintenance. Townhome Common Elements shall be designated as Limited Common Elements for the exclusive use of the Townhome Lots.

"Townhome Expenses" shall mean expenditures made by or financial liabilities of the Association in connection with the maintenance of the Townhome Property, together with any allocations to reserves.

"Townhome Lot" shall mean any separate parcel of land within the Townhome Community designated for construction and maintenance of a townhome residence and designated for separate ownership or occupancy and residential use.



Article II. Townhome Assessments.

2.1 Townhome Base Assessments. All Townhome Expenses incurred, or anticipated to be incurred, by the Association for the exclusive benefit of the Owners of the Townhome Lots shall be shared among the Owners of all Townhome Lots as set forth in Section 2.4 below. The Association shall levy a Townhome Base Assessment, at least annually, equally against each Townhome Lot as its share of the Townhome Expenses incurred for the exclusive benefit of the Owners of the Townhome Lots.

2.2 Townhome Special Assessments. In addition to other authorized assessments, the Association may levy Townhome Special Assessments against each Townhome Lot to cover unbudgeted Townhome Expenses or Townhome Expenses in excess of those budgeted. Any Townhome Special Assessment shall require the affirmative vote or written consent of a majority of the Board of Directors of the Association. Townhome Special Assessments shall be payable in such manner and at such times as determined by the Board of Directors of the Association and may be payable in installments extending beyond the fiscal year in which the Townhome Special Assessment is approved.

2.3 Townhome Specific Assessments. The Board of Directors of the Association shall have the power to levy Specific Assessments against a particular Townhome Lot as follows:

a. to cover the costs, including overhead and administrative costs, of providing services to Townhome Lots upon request of an Owner pursuant to any menu of special services which the Association may offer; and

b. to cover costs incurred in bringing the Townhome Lot into compliance with the Master Declaration, this First Supplemental Declaration, the Bylaws of the Association, or any amendments and supplements thereto, or costs incurred as a consequence of the conduct of the Owner or occupants of the Townhome Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board of Directors of the Association shall give the Townhome Lot Owner prior written notice and, if required by the Master Declaration, this First Supplemental Declaration, the Bylaws of the Association, or any amendments and supplements thereto, an opportunity for a hearing before levying any Specific Assessment under this subsection 2.3(b).

2.4 Authority to Assess Owners; Time of Payment

The Association is hereby authorized to levy Townhome assessments as provided for in this Article and elsewhere in the Master Declaration. The obligation to pay assessments shall commence as to each Townhome Lot on the first day of the month following the later of: (a) the closing on the sale of a Townhome Lot to a person or entity other than Horton or (b) the issuance of a certificate of occupancy for a residential dwelling on such Townhome Lot. The first annual Townhome Base Assessment levied on each Townhome Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Townhome Lot.

Assessments shall be paid in such manner and on such dates as the Board of Directors of the Association may establish. The Board of Directors of the Association may require advance payment of assessments at closing of the transfer of title to a Townhome Lot and impose special requirements for Owners of Townhome Lots with a history of delinquent payment. If the Board of Directors of the Association so elects, assessments may be paid in two or more installments. Unless the Board of Directors of the Association provides otherwise, the Townhome Base Assessment shall be due and



payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Townhome Lot, the Board of Directors of the Association may require the outstanding balance on all assessments to be paid in full immediately.

2.5 Liability for Assessments.

Each assessment levied by the Association, together with interest, late charges and the costs of collection thereof, including reasonable attorney's fees, shall be the personal obligation of all the Owners of each Townhome Lot. The Association shall have the power to take whatever action is necessary, at law or in equity, to enforce this First Supplemental Declaration and to collect the assessment, interest, late charges and costs. If the assessment remains unpaid for a period of thirty (30) days after the date of mailing of the notice that it is due, the Association may impose reasonable charges for late payment of assessments, not to exceed the greater of Twenty Dollars (\$20.00) per month from the date of mailing of the notice or ten percent (10%) of any assessment installment unpaid, and the assessment, together with the late charges thereon and the costs of collection thereof (including reasonable attorney's fees) shall constitute a lien on the delinquent Townhome Lot when a claim of lien is filed by the Association against the Townhome Lot in the Office of the Clerk of Superior Court of Brunswick County. The lien may be foreclosed by the Association as provided in § 47F-3-116 of the Planned Community Act.

The failure of the of Board of Directors of the Association to fix assessment amounts or rates or to deliver or mail each Owner of a Townhome Lot an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner of a Townhome Lot shall continue to pay Townhome Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner of a Townhome Lot may exempt himself from liability for assessments by non-use of Townhome Common Elements, abandonment of his or her Townhome Lot or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Townhome Lot Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board of Directors of the Association to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action of the Board of Directors of the Association.

The sale or transfer of any Townhome Lot shall not affect the assessment lien, or relieve such Townhome Lot from the lien for any subsequent assessments. However, the sale or transfer of any Townhome Lot pursuant to foreclosure pursuant to first lien mortgage shall extinguish the lien as to any installments of such assessments due prior to the mortgagee's foreclosure, except as otherwise provided in this Section. The subsequent Owner of the foreclosed Townhome Lot shall not be personally liable for assessments on such Townhome Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Townhome Expenses collectible from Owners of all Townhome Lots subject to assessment under Section 2.4, including the subsequent Owner of the foreclosed Townhome Lot.

2.6 HVAC Systems. All heating and air-conditioning systems (collectively, the "HVAC Systems") located in the Townhome Common Elements which serving one or more, but less than all, of the Townhome Lots shall be considered Limited Common Elements. The expenses of such maintenance



and repair for the HVAC Systems serving particular Townhome Lot(s) shall be the responsibility of the Owner(s) of those Townhome Lot(s).

2.7 Exempt Property.

The following property shall be exempt from payment of Townhome Base Assessments, Townhome Specific Assessments, and Townhome Special Assessments:

- a. all Townhome Common Elements;
- b. any property dedicated to and accepted by any governmental authority or public utility; and
- c. any and all property owned by Horton.

Article III. Maintenance and Repair.

3.1 General. All areas within the Townhome Property and all areas covered by easements or licenses owned or held by the Association shall be maintained to the standards stated in this First Supplemental Declaration, the Master Declaration, the Bylaws of the Association, and rules and regulations of the Association. The Association and the individual Owners of the Townhome Lots shall be responsible for such maintenance, as provided in this Article III.

3.2 Townhome Association Responsibility. The Association shall maintain all landscaped rights-of-way and all entry features; all streets and roadways within any easement or licenses owned or held by the Association, unless such streets or roadways are maintained by some governing authority; all Townhome Common Elements, and all landscaping, paving, streets, structures and improvements of any nature located thereon; and all ponds, streams and culverts located on the Townhome Property which serve as part of any drainage and storm-water retention system. In addition, the Association shall provide exterior maintenance to each Townhome Building and Townhome Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior Townhome Building surfaces, trees, shrubs, grass, walks and other exterior improvements and betterments; provided that the Association shall not be responsible for providing exterior maintenance of any improvements and betterments made and installed by individual Owners. Such exterior maintenance by the Association shall not include glass surfaces. In order to enable the Association to accomplish the foregoing, a perpetual easement in gross over all the Townhome Lots and Townhome Common Elements is hereby granted to the Association for the purpose of unobstructed access over and upon each Townhome Lot and Townhome Common Elements at all reasonable times to perform maintenance as provided in this Article. The Owner of any Townhome Lot may, at his or her election, plant harmonious trees, shrubs, flowers and grass in his or her rear yard and maintain portions or all of his or her rear yard, provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the building and the remaining spaces. No such maintenance by an Owner shall reduce any assessments payable by him to the Association. If, in the opinion of the Association, any such Owner fails to maintain his or her rear yard in a neat and orderly manner, the Association may revoke the Owner's maintenance rights for a period of not more than one year. In the event that the need for maintenance or repair by the Association pursuant to this subsection is caused through the willful or negligent act of any Owner, his or her family, guests, invitees or delegates, the cost of such maintenance and repair shall be assessed against the Townhome Lot(s) of such Owner(s) as a Specific Assessment pursuant to Article II above.



3.3 Owner's Responsibility. Except as provided in Section 3.2 above, each Owner shall be responsible for the routine cleanliness and general upkeep of his or her Townhome Lot.

3.4 Townhome Association's Right to Perform Owner's Responsibility. If any Owner or occupant of a Townhome Lot fails to perform any of the duties or responsibilities set forth in this Article, then the Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice (which notice shall be deemed to have been received upon deposit in any official depository of the United States mail, addresses to the party to whom it is intended to be delivered at that party's current address as shown by the records of the Association, and sent by certified mail, return receipt requested), perform the care and maintenance required or otherwise perform the duties and responsibilities of such Owner. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, acting through its authorized agent or agents, shall have the right and power to enter onto the Townhome Lot in question and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise at any person. All Owner(s) of a Townhome Lot on which such work is performed shall be liable for the cost of such work together with interest on the amounts expended by the Association in performing such work computed at the rate of twelve percent (12.00%) per annum from the date(s) such amounts are expended until repaid to the Association and for all costs and expenses incurred in seeking the compliance of such Owner with his or her duties and responsibilities hereunder, and shall reimburse the Association on demand for such costs and expense (including interest as above provided). If such Owner shall fail to reimburse the Association within thirty (30) days after mailing to such Owner of a statement for such costs and expenses incurred by the Association, the Association may charge a Specific Assessment for such amounts against the Townhome Lot of such Owner(s), and proceed to collect such Specific Assessment as provided in Article II above.

3.5 Cost of Maintenance. All costs of the Association in maintaining Townhome Common Elements and Townhome Buildings and in meeting its responsibilities pursuant to this Article shall be Townhome Expenses.

Article IV. Easements. The Townhome Property and all portions thereof shall be held, sold and conveyed subject to the following easements:

4.1 Owners' Easement of Enjoyment. Except as limited by the Master Declaration, this First Supplemental Declaration, and the Planned Community Act, every Owner of a Townhome Lot shall have a right of use and enjoyment in and to the Townhome Common Elements which shall be appurtenant to and shall pass with the title to every Townhome Lot. Except as limited by the Master Declaration, this First Supplemental Declaration, and the Planned Community Act, any Owner of a Townhome Lot may delegate his rights of use and enjoyment of the Townhome Common Elements to the members of his family, his tenants, contract purchasers who reside on the Townhome Property, or his guests.

4.2 Easements for Encroachments. All Townhome Lots and Townhome Common Elements shall be subject to easements for the encroachment of initial improvements constructed on any Townhome Lots or Townhome Common Elements to the extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, exterior walls, roof, fence, and patios. In the event of an encroaching initial improvement, it shall be the responsibility of the Owner thereof to maintain the encroaching initial improvement in good condition and repair unless said responsibility is that of the Association as provided in the Master Declaration. Notwithstanding anything above to the contrary, this provision does not authorize any encroachments except those which exist by



virtue of original construction on a Townhome Lot that was approved pursuant to Article VI of the Master Declaration and is in compliance with any architectural guidelines promulgated by the Architectural Review Committee.

4.3 Easement for Utility Hookups and Conduits. An easement over each Townhome Lot is hereby reserved unto and established in favor of Horton and the Association, its successors and assigns, for the installation and maintenance of utility hookups and conduits to serve other Townhome Lots located within the same Townhome Building; however, such utility hookups and conduits shall be located so as to interfere to the minimal extent possible with the use and enjoyment of the Townhome Lot burdened by such easement.

Article V. Insurance.

5.1 Association's Responsibility. The Association shall purchase and maintain in force insurance coverage as provided by Article III of the Master Declaration.

5.2 Owner's Responsibility. Each Owner of a Townhome Lot shall be responsible for obtaining and maintaining at all times insurance at their own expense covering all portions of the Owner's Townhome Lot, including structures and improvements on the Townhome Lot and Owner's personal property. In addition, to the extent not insured by policies of the Association or the extent insurable losses result in the payment of deductibles under the Association's policies, every Owner shall obtain and maintain at all times insurance covering consequential damages to any other Townhome Lot or the Townhome Common Elements due to occurrences originating with the Owner's Townhome Lot and caused by the Owner's negligence, the Owner's failure to maintain the Owner's Townhome Lot or any other casualty within the Townhome Lot, which caused damage to any other Townhome Lot or Townhome Common Elements. Additionally, each Owner of a Townhome Lot may, at their option, obtain insurance at their own expense to cover their personal liability, and to provide such other coverage as they may desire.

At the Association's request, Owners shall file a copy of each individual policy or policies covering their Townhome Lot and personal property with the Board of Directors of the Association within ten (10) days after receiving such request. Such Owner shall promptly notify the Association in writing in the event such policy is canceled.

Upon resolution of the Board of Directors of the Association and at least sixty (60) days' prior written notice to each Owner, the Association may, but shall not be required to, obtain as a Townhome Expense, a blanket insurance policy providing property insurance coverage for all structure on Townhome Lots (exclusive of improvements made by Owners). In such event, the Owners shall be relieved of their insurance responsibility hereunder to the extent the Association assumes such responsibility. Following such an assumption of insurance responsibility, the Association may at any time, upon not less than thirty (30) days' written notice to each Owner, discontinue such blanket insurance coverage, and in such event, each Owner shall immediately obtain in his or her own name and at his or her own expense the insurance coverage for such Owner's Townhome Lot required hereunder.

In the event of damage or destruction to a Townhome Lot, the Owner shall have sixty (60) days to complete any necessary repairs or reconstruction. Such repair or reconstruction shall conform to the



architectural requirements set forth in the Master Declaration. The Owner shall pay any costs that are not covered by insurance proceeds.

Article VI. Party Walls.

Each wall which is built as a part of the original construction of a Townhome Building upon the Townhome Property and placed on a boundary line between Townhome Lots, and all reconstruction or extension of such walls, shall constitute party walls. Except as provided in this Article, the general rules of law regarding party walls, lateral support in below-grade construction and liability for property damage due to negligence or willful acts or omissions shall apply to party walls on the Townhome Property. The following rules and principles shall also apply to the party walls:

6.1 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be share by the Owners of Townhome Lots who make use of the wall or benefit therefrom in proportion to such use and benefit.

6.2 Construction and Reconstruction of Party Wall. The Owner of any Townhome Lot may construct, reconstruct, or extend a party wall in any direction (subject to and within the limitation of architectural control and other limitation of the Master Declaration) with the right to go upon the adjoining Townhome Lot to the extent necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such Owner shall restore the adjoining Townhome Lot to as near the same condition as prevailed before the commencement of such construction as is reasonably practicable.

6.3 Weatherproofing. Notwithstanding any other provision of this Section, an Owner of a Townhome Lot who, by his negligence or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

6.5 Certification by Adjoining Townhome Property Owner that No Contribution is Due. If any Owner of a Townhome Lot desires to sell his Townhome Lot, he may, in order to assure a prospective purchaser that no adjoining Owner has a right of contribution as provided in this Article, request of the adjoining Owner a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining Owner to make such certification immediately upon request and without charges; provided, however, that where the adjoining Owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

Article VII. General Provisions.

7.1 Parties Bound. All persons and entities acquiring any interest in any of the Townhome Lots, including but not limited to lessees, shall be bound by the provisions of this First Supplemental Declaration. All guests and invitees of such persons and entities, and any other occupants of any of the Townhome Lots, shall likewise be bound.



7.2 Duration. The provisions of this First Supplemental Declaration shall run with and bind the Property perpetually, unless and until the Master Community is terminated pursuant to the Planned Community Act.

7.3 Amendment. This First Supplemental Declaration may be amended only by a written instrument executed by the Association and authorized by the affirmative vote of at least sixty-seven percent (67%) of all the Townhome Lots existing at that time, cast in person or by proxy at a meeting held in accordance with the Bylaws of the Association. Any amendment must be recorded to be effective.

7.4 Enforcement. Any Owner of a Townhome Lot and/or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and obligations imposed by this First Supplemental Declaration. The Association and/or any Owner of a Townhome Lot shall be entitled to recover reasonable attorney's fees incurred in bringing and prosecuting such action from the breaching or violating Owner(s).

7.5 Failure to Enforce Not a Waiver. The failure to enforce any right, reservation, covenant or restriction contained in this First Supplemental Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter.

7.6 Variances. Notwithstanding anything to the contrary contained herein, the Association or its designee shall be authorized to grant individual variances from any of the provisions of this First Supplemental Declaration, the Bylaws of the Association and any rule, regulation or use restriction promulgated pursuant thereto if the Association determine that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Master Community.

7.7 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions of this First Supplemental Declaration, which shall remain in full force and effect.

7.8 Captions. The captions herein are inserted only as a matter of convenience and for reference, and shall not be construed to define, limit or describe the scope of any provision of this First Supplemental Declaration.

7.9 Law Controlling. This First Supplemental Declaration shall be construed and governed pursuant to the laws of North Carolina.

7.10 References to Statutes. All references herein to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of such provision.

SIGNATURES ON NEXT PAGE



IN WITNESS WHEREOF, D.R. Horton, Inc. has caused this instrument to be executed by its duly authorized officer, all by order and authority duly granted by its corporate board of directors, as of the day and year first above written.

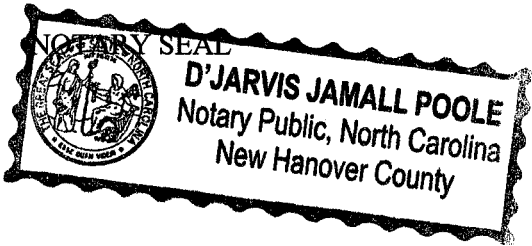
D.R. Horton, Inc.,
a Delaware corporation

By: *David G. Lee*
Print Name: DAVID G. LEE
Title: Vice President

STATE OF North Carolina
COUNTY OF New Hanover

I, D'Jarvis Jamall Poole, a Notary Public of the County and State aforesaid, certify that David G. Lee personally appeared before me this day and acknowledged that he/she is V.P. of D.R. Horton, Inc., a Delaware corporation, and that he/she, being duly authorized to do so, executed the foregoing for and on behalf of said corporation.

Witness my hand and official stamp or seal, this 7 day of July, 2014.



D'Jarvis Jamall Poole
Signature of Notary Public
My Commission Expires: June 20, 2018



EXHIBIT A

Land Submitted

Being all of that land known as Phase 2 and being 17.70 acres, more or less, on "Map for Hawkswater" by Cape Fear Engineering, Inc., bearing Project Number 410-01 and dated September 13, 2006; said property also being shown on a "Boundary Survey and Phase Map for: Hawkeswater at the River" recorded in Book 44, Pages 74 and 75 of the Brunswick County Register of Deeds.