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

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MASTER DECLARATION OF RESTRICTIVE  
AND PROTECTIVE COVENANTS FOR THE  
PRESERVE AT MORRIS LANDING (the  
"Declaration")

Return to:  
Tisdale, McConnell & Bardill, LLP,  
Attorneys at Law

NORTH CAROLINA  
ONslow COUNTY

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, is made this the 16th day of November, 2011 by THE PRESERVE AT MORRIS LANDING, LLC, a North Carolina limited liability company, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tract of land situated in Stump Sound Township, Onslow County, North Carolina, being more particularly described on Exhibit "A", being hereinafter referred to as the "Development Area"; and

WHEREAS, Declarant intends to construct, or have constructed, on a portion of the Development Area, a residential subdivision with single family dwellings, hereinafter referred to as the "Project", and plans to construct, or have constructed, on the remainder of the Development Area additional single family dwellings; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values and to provide for the maintenance of certain improvements located thereon, and to this end desires to subject the Project property to the covenants, restrictions, easements, charges and liens as are hereinafter set forth, each and all of which are for the benefit of said real property and each present and future owner thereof; and

WHEREAS, Declarant desires to provide and allow for the possible annexation of additional "sections" or "phases" to the Project as said "sections" or "phases" may be developed

and completed, and to provide for equality of rights, privileges and obligations of all lot owners in all "sections" or "phases" of the Project by adding and annexing such "sections" or "phases" to the Project by recordation of "Supplemental Declarations" to this Declaration.

## ARTICLE I PROJECT PROPERTY

NOW, THEREFORE, it is hereby declared that the Project property described herein is, and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth; said Project property being more particularly described as follows:

BEING that certain tract of land, being Lots 3 thru 10, as shown and described on that certain Minor Subdivision Plat entitled, "THE PRESERVE AT MORRIS LANDING", dated August 8, 2011, prepared by The Clark Group and recorded in Map Book 62, Page 164, Slide N-198, in the Office of the Register of Deeds of Onslow County, North Carolina, hereinafter referred to as the "Property" or "THE PRESERVE AT MORRIS LANDING" or "Subdivision".

## ARTICLE II DEFINITIONS

Section 1. Association shall mean and refer to "THE PRESERVE AT MORRIS LANDING HOA, INC.", its successors or assigns.

Section 2. Board shall mean and refer to the Board of Directors of the Association.

Section 3. Common Expenses shall mean and refer to:

a. the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Articles of Incorporation of the Association and its By-Laws;

b. all amounts expended by the Association in accordance with Article XVII in holding and being responsible for the obligations of the Stormwater Management Permit SW8061212 overseeing, supervising, administering, managing, repairing, replacing and insuring all Stormwater Management Facilities located within the Property as required by this Declaration and all amounts expended in enforcing the provisions of the Permit;

c. all amounts expended by the Association for the maintenance, repair and replacement of any sign, fence or other improvements, including the landscaping thereof, within any Sign Easement, or Fence Easement, both of which are hereinafter defined, and any expenditures required to maintain compliance with the North Carolina Erosion and Sedimentation Control Permit for the Property..

Section 4. Declaration shall mean the covenants, conditions, restrictions and easements and all other provisions set forth in this entire document, as may from time to time be modified or amended.

Section 5. Declarant shall mean and refer to THE PRESERVE AT MORRIS LANDING, LLC, a North Carolina limited liability company, or any successor in title or any successor in interest of THE PRESERVE AT MORRIS LANDING, LLC, or all of the Property then owned by THE PRESERVE AT MORRIS LANDING, LLC, or if it is provided in writing

by the Declarant that the successor in title or successor in interest is to assume the rights and obligations of Declarant, then to any successor in title or successor in interest to any portion of the Property then subject to this Declaration.

Section 6. Fence Easement shall mean any area of the Property designated as "Fence Easement" on any recorded subdivision map of any portion of the Properties.

Section 7. Lot shall mean any separately described parcel of land, other than streets, roadways or areas designated as easements, shown on any recorded subdivision map of the Property.

Section 8. Permit shall mean the State of North Carolina Stormwater Management Permit number SW8061212 issued by the Division of Water Quality under NCAC 2H.1000, and any subsequent modification thereto or other stormwater management permit hereafter issued for any property annexed to the Subdivision by the Declarant.

Section 9. Property or Properties shall mean and refer to any real property which is, or may be, subject to this Declaration, or any Supplemental Declaration.

Section 10. Sign Easement shall mean any area of the Property designated as "Sign Easement" on any recorded subdivision map of any portion of the Properties.

Section 11. Supplemental Declaration shall mean and refer to any declaration of covenants, restrictions, easements, charges and liens recorded by the Declarant, or its successors and assigns, which applies to a specific Parcel within the Development Area.

### ARTICLE III PURPOSES

No Lot or Lots shall be put to any use other than for residential purposes, except that any Lot, including, but not limited to a Reserved By Owner Lot, which is owned by Declarant may be used by the Declarant for a street or roadway or off-site sanitary sewer disposal system. All Lots with the suffix "A" shall be used solely for sanitary sewer disposal and shall be owned and conveyed together with the same numeral parent Lot whether or not it is described in the deed of conveyance of such parent Lot.

### ARTICLE III LAND USE AND BUILDING TYPE

No building shall be used except for residential purposes. No structure shall be erected, placed, altered, or permitted to remain on any such lot, other than single family dwellings not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed with the general architectural design and construction standards used for the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes.

### ARTICLE IV DWELLING QUALITY AND SIZE

The minimum heated square footage of each dwelling shall be not less than 1,100 square

feet. All exterior colors of the structure (i.e. exterior walls, window frames, soffit and shingles) and mailbox designs must be approved by the Declarant or its assign prior to construction.

#### ARTICLE V BUILDING LOCATION

No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat nor nearer than 15 feet to the rear lot line. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat or nearer than 15 feet to the rear lot line. No garage or other permitted accessory building shall be located nearer than 15 feet to any rear lot line. For the purposes of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to be within five feet of another lot. An error of not more than ten percent (10.0%) 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.

#### ARTICLE VI NUISANCES

No noxious, loud 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.

#### ARTICLE VII EASEMENTS

Easements for installation and maintenance of utilities, including, but not limited to water, gas, power, cable TV, phone, septic system facilities, and drainage facilities are reserved as shown on the recorded plat and over the rear ten 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 area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the Association, a public authority, or utility company is responsible.

The Declarant reserves for itself, its successors and assigns, an 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 service, drainage or other utilities, including water and sanitary sewer or storm water sewer services.

#### ARTICLE VIII ANIMALS, LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot,

except that dogs, cats or other customary household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Owners shall be obligated to construct fences in compliance with the fence requirements set forth in Article X, infra, or invisible fencing, to insure pets remain confined on the owner's lot. Pets shall not be restrained on lots by any chains, ropes or other leash type device anchored or fastened to a temporarily or permanently immovable object or structure. Any and all pets shall not be allowed off the owner's lot, unless same are leashed, under the direct physical control of the owner at all times, and are not creating a nuisance to the other owners within the subdivision. Any structure built to house or protect allowed animals shall be connected to the principal structure and be no larger than 3' X 3', a minimum of 15 feet from side and rear property lines, and not be in front of the principal structure.

#### ARTICLE IX BUILDING PLANS AND SPECIFICATIONS

No dwelling or other building shall be erected upon any lot unless the plans and specification thereof meet or exceed the requirements of "minimum property standards for one and two living units". (FHA, No.300), Federal Housing Administration.

#### ARTICLE X ERECTION OF FENCES

Fences, not to exceed six (6) feet in height, constructed of wood or vinyl materials may be constructed. No chain link fences shall be permitted. No fence shall be erected between the front of the primary dwelling and the street right of way, except as may be approved by Declarant. Fencing traversing a Lot shall be parallel to the front lot line. Provided, however, that with respect to corner lots, no fencing shall be erected or maintained without the prior written approval of the Declarant, its successor or assign.

#### ARTICLE XI GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be kept in a clean and sanitary condition.

#### ARTICLE XII SIGHT DISTANCE AT INTERSECTION

No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 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 upon any lot within 10 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 distance of such intersection,

unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

### ARTICLE XIII TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, storage barn or other outbuilding is allowed temporarily or permanently. No trailer, mobile home, or camper shall be stored or parked on any lot at any time for any purpose, nor shall any recreational vehicle be allowed to remain on any lot at any time for any purposes, unless it is parked behind the main dwelling structure or placed inside the carport or garage.

### ARTICLE XIV DRAINAGE

All driveways shall have drainage tile in the street ditches installed and sized in accordance with the North Carolina Department of Transportation recommendations.

### ARTICLE XV MISCELLANEOUS RESTRICTIONS

(A) No boat or boat trailer shall be parked in the area between the front of the dwelling situated on any lot and the street right of way, unless it is parked in the driveway for such dwelling.

(B) No trampoline(s) or other large recreational equipment or devices shall be permitted in the area between the front of the dwelling situated on any lot and the street right of way.

(C) No portable basketball goals shall be permitted within the right of way adjacent to such lot.

(D) Each Lot Owner shall be responsible for repairing, and restoring to its original condition, the non-paved portion of the street right of way adjacent to any Lot damaged by the parking of the owner's, their family members' or guests' motor vehicles in that area.

### ARTICLE XVI STORMWATER MANAGEMENT

(A) The following covenants and restrictions set forth in this Article XVI are intended to insure continued compliance with State Stormwater Management Permit Number SW8061212as 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) The covenants set forth in this Article XVI pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

(D) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.

(E) The maximum allowable built-upon area ("BUA") per lot is 3,000 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 is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking or the water surface of swimming pools,

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

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

(H) Each Lot will maintain a fifty (50) foot wide vegetated buffer adjacent to impounded structures, rivers and streams and tidal waters.

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

(J) Built upon area in excess of the permitted amount requires a state stormwater permit modification prior to construction.

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

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

All permitted runoff from future development of the Property shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the stormwater control system as permitted.

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

#### ARTICLE X VII RESERVATION OF EASEMENTS AND RIGHTS BY DECLARANT

Declarant hereby reserves for itself, its successors and assigns, for any purposes it deems useful to its development of the Property, the development of other property now owned, or which may be owned in the future by Declarant, or the development of other property to which Declarant may grant the benefit of such easements, those easements shown on any recorded subdivision map of the Property, or subsequently annexed property, and the following additional easements and rights:

A. A perpetual easement for ingress, egress, regress, access, the installation and maintenance of utilities, further subdivision, and the right to dedicate to public use, over, under

and upon all streets and drainage and utility easements shown on any recorded map of the Property or lying within the subdivision and the water and sewer easements lying within the subdivision;

B. The right to grant easements for the purposes of ingress, egress, regress, access, the installation, use and maintenance of utilities and further subdivision, over, under and upon (i) all streets shown on any recorded map of the Property and (ii) the drainage and utility easements and easements for the water and sanitary sewer systems located within the Property, to any property outside the Subdivision and Property to which Declarant deems the grant of such easements desirable, whether or not the property to which the easements are granted is owned by Declarant;

C. A perpetual easement over, under and upon all streets and drainage and utility easements shown on any recorded subdivision map of the Property for the purpose of establishing, constructing and maintaining any underground utility, conduits and wires for telephone, electric power and other purposes and of laying, installing and maintaining facilities for sewage, potable and non-potable water, gas, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of Declarant to provide or maintain any such activity or services;

D. A perpetual access easement over, under and upon the Lots to trim, cut and remove any trees and brush necessary for the installation, operation and maintenance of utility lines, gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto;

E. A perpetual and exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

F. A perpetual easement for the erection, maintenance, repair and replacement of a sign or signs within any Sign Easement and a fence or fences within any Fence Easement as shown on the recorded map of the Property.

#### ARTICLE XVIII

#### OWNER'S MAINTENANCE OBLIGATIONS AND RIGHT OF DECLARANT AND ASSOCIATION TO PERFORM CERTAIN MAINTENANCE.

A. On each Lot, the rights-of-way and easement areas reserved by Declarant, except for any Sign Easement or Fence Easement area, or dedicated to public utilities purposes shall be maintained continuously by the Lot owner. No structure, plantings or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or which create erosion problems. It is provided, however, that where the existing location of an easement or drainage channel reserved in this Declaration or shown on any recorded subdivision map of the Property would hinder the orderly development of the Lot on which the easement is located, the easement or drainage channel may be relocated by Declarant. Improvements within such areas also shall be maintained by the Lot owner, except for those for which the Association, a public authority or utility is responsible.

B. In the event the owner of any Lot shall fail to maintain the Lot, and/or the improvements situated thereon in a manner in keeping with this Declaration, in addition to any

other rights set forth herein or provided by law, the Declarant and the Association shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the Lot, the exterior of any building and any other improvements erected thereon. There is included in the authority herein granted the power to clear Lots of undergrowth, rubbish, debris, weeds or grass. In the event the owner of any Lot shall damage or through negligent failure to act allow damage to occur to the Off-Site Drainfield Easement areas, Exclusive Sewer Easement area, or Stormwater Management Facilities, located on said owner's Lot, or fail to comply with all applicable North Carolina Sedimentation and Erosion Control Permits, in addition to any other rights set forth herein or provided by law, the Declarant, and the Association shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the easement area, and Stormwater Management Facilities, and to bring the Lot into compliance with the applicable North Carolina Sedimentation and Erosion Control Permits. There is included in the authority herein granted the power to clear Lots of undergrowth, rubbish, debris, weeds or grass.

The costs of the maintenance or repair authorized by this Article shall be considered the legal obligation of the Lot owner. The Declarant, or the Association, as applicable, may maintain an action in court having jurisdiction for such costs, together with all collection costs, including reasonable attorney's fees, and expenses incurred in pursuing such action, The costs shall not constitute a lien on said Lot, unless and until the final judgment of such court shall be entered in the office of the Clerk of Court of Onslow County. Any such lien obtained shall be subordinate to any first deed of trust.

ARTICLE XLX  
THE PRESERVE AT MORRIS LANDING HOA, INC.

A. THE PRESERVE AT MORRIS LANDING HOA, INC. (the "Association") has been or will be formed at the direction of the Declarant pursuant to the rules and requirements of the Nonprofit Association Act (Chapter 55A) of the General Statutes of North Carolina as an association of the owners of the Lots. Its purposes are to: (1) oversee, inspect, maintain, repair and replace the Stormwater Management Facilities constructed pursuant to the Permit; (2) enforce the provisions of the Permit; (3) enforce each Lot owner's obligations with respect to the Stormwater Management Facilities pursuant to this Declaration; (4) enforce each Lot owner's obligations with respect to all applicable North Carolina Sedimentation and Erosion Control Permits; said authority to be exercised, if and only if, and when and only when, Declarant transfers the Permit to the Association; (5) inspect, maintain, repair and replace signs and landscaping located within any Sign Easement; (6) inspect, maintain, repair and replace fences located within any Fence Easement. The Association shall have no authority with respect to the Lots located in the Subdivision until such time as Declarant transfers such rights to the Association.

B. The Declarant shall have the right, but not the obligation, to annex into the Subdivision additional property now, or in the future, owned by Declarant. From and after the date of such annexation, the annexed Lots shall be subject to the jurisdiction of the Association and the owners of the annexed Lots shall be members of the Association.

C. Each owner of each Lot within the Subdivision shall be a member of the Association. The Declarant, by this Declaration, and the owners of each individual Lot, by their acceptance of a deed thereto, covenant and agree with respect to the Association:

(1) that for so long as each is an owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association; and

(2) that any unpaid assessment, whether general or special, levied by the Association in accordance with this Declaration, the Articles of Incorporation (herein called the "Articles") or the Bylaws of the Association (herein called the "Bylaws") shall be a lien upon the Lot upon which such assessment was levied and also shall be the personal obligation of the person who was the owner of the Lot at the time the assessment fell due.

D. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from the ownership of said Lot. The books and all supporting documentation, the Declaration, the Articles, the Bylaws, and all amendments thereto shall be available for examination by all Lot owners, and their lenders or their lenders' agents during normal business hours at the principal office of the Association.

E. The Association shall have one (1) class of members. The members shall be all the owners of a Lot, and they shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such persons shall be members; however, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot.

F. The Declarant shall, at its sole cost and expense, initially construct all Stormwater Management Facilities required to be located upon the Lots and Property or upon any property annexed into the Subdivision by the Declarant to the standards required by the applicable Permit. Upon completion of the construction of said Stormwater Management Facilities located in the Subdivision, the Declarant shall transfer the applicable Permit to the Association and the Association shall accept the transfer of the applicable Permit from the Declarant upon the earlier to occur of (i) the date the North Carolina Department of Environment and Natural Resources allows such transfer to occur; or, (ii) the date upon which at least fifty percent (50%) of the Lots in the Subdivision are conveyed to owners, other than Declarant. Prior to any such transfer, the Stormwater Management Facilities for the Subdivision, including any property annexed by Declarant into the Subdivision, shall be certified, either by state inspection or by a licensed engineer, as being in compliance with the applicable Permit prior to such assignment or transfer. The Association shall indemnify and hold Declarant harmless from any loss, cost, claim, fee, fine, suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant as the holder of the Permit occurring after Declarant tenders transfer of the Permit to the Association following the approval of such transfer by the North Carolina Department of Environment and Natural Resources and the certification of compliance as set forth above. Further, Declarant may bring an action for specific performance of the obligations of the Association pursuant to this paragraph. From and after the transfer of the Permit from the Declarant following the approval of the North Carolina Department of Environment and Natural Resources, the oversight, supervision, management and administration of the Permit shall be the sole responsibility of the Association. The Association's duties with regard to the Permit shall be carried out in accordance with the terms and conditions of this Declaration, the Articles, the Bylaws and the Permit. The Association hereby is granted and conveyed an easement over, under and upon each Lot and future lots in the Subdivision for the purpose of access to and inspection, maintenance, repair and replacement of all Stormwater Management Facilities located upon each Lot and future subdivided lot. In the event the

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Declarant annexes additional property into the Subdivision and transfers the applicable Permit to the Association, the Association shall have, and hereby is granted and conveyed, an easement over, under and upon each annexed Lot for the purpose of access to and inspection, maintenance, repair and replacement of all Stormwater Management Facilities located upon each annexed lot.

G. The expenses of the Association shall include:

(1) All amounts expended by the Association in holding and being responsible for the obligations of the Permit and overseeing, supervising, administering, managing, repairing, replacing and insuring all Stormwater Management Facilities and Sedimentation and Erosion Control facilities located within the Subdivision as required by this Declaration; all amounts expended by the Association in enforcing the provisions of this Declaration, as may be amended; all amounts expended by the Association in the performance of its duties hereunder from and after the time Declarant transfers the Permit, and all amounts expended by the Association in legal, engineering or architectural fees and all similar fees which may be incurred by the Association from time to time in performing the functions delegated to the Association by this Declaration.

(2) All amounts expended by the Association in carrying out any duty or obligation as maybe required or allowed by this Declaration, the Articles or the Bylaws.

(3) All amounts expended by the Association in operating, administering, managing, repairing, replacing, improving, paying all taxes imposed on and insuring the improvements, including landscaping, situated in any Sign Easement.

(4) All amounts expended by the Association for the maintenance, repair and replacement of any fence erected in any Fence Easement as shown on the recorded plat of the Subdivision.

H. Each owner of any Lot by acceptance of a deed for the same (whether or not it shall be so expressed in such deed) is deemed to covenant and agree to pay to the Association annual general assessments or charges as hereinafter provided. The annual general assessments, together with interest, costs and reasonable attorneys' fees, shall be a separate charge and lien on the land and, subject to the limitations set forth herein, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot, unless expressly assumed by them, but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.

(i) Until January 1, 2013, the annual general assessment shall be One Hundred Dollars (\$100.00) per Lot.

(ii) From and after January 1, 2013, the annual general assessment may be increased upon the vote of a majority of the Board of Directors of the Association by no more than fifteen percent (15%) of the annual general assessment for the preceding year.

(iii) Any increase of the annual general assessment exceeding fifteen percent (15%) of such assessment for the preceding year must be approved by the owners of at least two-thirds (2/3) of the Lots subject to such assessment, who are voting in person or by proxy at a meeting called for this purpose.

(iv) Once the annual general assessment has been set, notice of the annual general assessment shall be given to all Lot owners. It is provided, however, that no owner is relieved from the obligation to pay the assessment because of failure to give such notice. After

the initial notice of the assessment, no bills for such assessment will be forwarded to any owner, but such assessment thereafter shall become due and payable as provided by the Board of Directors.

(v) As provided in the Bylaws, and subject to the restrictions and limitations provided herein, the Board of Directors shall establish an Annual Budget in advance for each fiscal year. Such budget shall project all expenses for the forthcoming fiscal year which may be required for the proper operation, management and maintenance of the Stormwater Management Facilities, the North Carolina Sedimentation and Erosion Control Permits, the "Entrance Signs" situated in any Sign Easement, any fence situated in any Fence Easement, and the Association, including a reasonable allowance for contingencies and reserves. The budget shall take into account any projected or anticipated income. Upon adoption of such Annual Budget by the Board of Directors, copies of the Budget shall be delivered to each owner together with a statement of the applicable assessment(s) for each Lot as provided herein, based upon such budget; however, the nondelivery of a copy of said Budget shall not affect the liability of any owner for such assessment(s). The Annual Budget for the annual general assessment shall be divided by the number of Lots subject to the annual general assessments at the time of the annual meeting of the members and the quotient shall be the annual general assessment per Lot for the succeeding fiscal year.

(vi) All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the Association to the payment of any expense of operating and managing the Association or the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles and the Bylaws. As monies for any assessment are paid into the Association by any owner, the same may be commingled with monies paid to the Association by the other owners. Although all funds and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer said owner's membership interest therein, except as an appurtenance of said owner's Lot. When the owner of a Lot shall cease to be a member of the Association by reason of said owner's divestment of ownership of such Lot, by whatever means, the Association shall not be required to account to such owner for any share of the fund or assets of the Association, including any monies which said owner may have paid to the Association, as all monies which any owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Association.

(vii) Written notice of any meeting called for the purpose of taking any action requiring a meeting shall be sent to all members not less than thirty (30) days, or 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 thirty percent (30%) of the votes of all members shall constitute a 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 sixty (60) days following the preceding meeting.

I. Annual general assessments and special assessments shall, except as otherwise provided herein, be fixed at a uniform rate for all Lots.

J. The annual general assessments provided for herein shall commence as to each Lot upon which a residential dwelling has been constructed on the date of recordation of the deed for such Lot in the Office of the Register of Deeds of Onslow County and shall be prorated on a

calendar year basis through the date of such recordation. The annual general assessments shall be assessed for each calendar year thereafter and shall be payable annually, or more frequently, with the due date for such payments and payment frequency, being as established by the Board of Directors.

K. The annual general assessment levied by the Association shall be used exclusively to oversee, inspect, maintain and repair the Stormwater Management Facilities, Sign Easement and Fence Easement areas, if any; to enforce the provisions of this Declaration relating to the Stormwater Management Facilities, the Permit, and the applicable North Carolina Sedimentation and Erosion Control Permit; and to pay the expenses of the Association from and after the time, if ever, Declarant transfers the Permit to the Association. The Association's functions shall be to oversee, inspect, maintain and repair the Stormwater Management Facilities, Sign Easement and Fence Easement areas; to enforce the provisions of this Declaration relating to the Stormwater Management Facilities, the Permit, the applicable North Carolina Sedimentation and Erosion Control Permits, and operation and use of facilities and improvements situated in the sanitary sewer (septic system) and access easement areas. The powers of the Association may not be expanded beyond those purposes. Nothing herein relieves the owner of a Lot from said owner's obligation to maintain the areas upon said owner's Lot upon which the Stormwater Management Facilities and sanitary sewer (septic system) and access easements are located as provided herein and not to damage or allow damage to occur to said Stormwater Management Facilities, and to comply with the provisions of all applicable North Carolina Sedimentation and Erosion Control Permits,

L. 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.

M. General special assessments and specific special assessments may be levied against Lots for such reasons as are provided in this Declaration, the Articles or the Bylaws, and on such terms as provided by the directors and the members. Upon a two-thirds (2/3) vote of the Directors and a two-thirds (2/3) vote of the owners of Lots who are voting in person or by proxy at a meeting duly called for this purpose, the Association may levy and impose special assessments. The purposes for which special assessments may be levied are limited to providing funds to pay for the oversight, inspection, maintenance and repair of Stormwater Management Facilities, Sign Easement and Fence Easement areas, if any, to enforce the provisions of this Declaration relating to the Stormwater Management Facilities, the Permit and all applicable North Carolina Sedimentation and Erosion Control Permits, maintenance of the Sign Easement and Fence Easement areas which exceed the general assessment funds then on hand to pay same and to provide a contingency fund for capital improvements and extraordinary expenses. General special assessments shall be levied at a uniform rate for all Lots to which such assessments maybe charged as set forth in this Declaration. Specific special assessments may be assessed against the owner of a Lot after written notice has been given by the Association to the owner of said Lot at the address of the owner appearing upon the records of the Association by United States mail, postage prepaid, that the Stormwater Management Facilities located on said Lot have been damaged by the act or negligent failure to act of said owner or that said owner has failed to comply with all applicable North Carolina Sedimentation and Erosion Control Permits and that, as a result, such Stormwater Management Facilities are in need of repair or replacement in order to comply with the Permit or actions must be taken in order to comply with the

applicable North Carolina Sedimentation and Erosion Control Permits and the owner of said Lot has not taken the necessary action to bring the Stormwater Management Facilities located on said owner's Lot into compliance with the Permit or to comply with the provisions of all applicable North Carolina Sedimentation and Erosion Control Permits within thirty (30) days after the mailing of said notice. If said owner commences the necessary action to repair or replace the Stormwater Management Facilities located on said owner's Lot and to bring the Stormwater Management Facilities into compliance with the Permit or to bring the Lot into compliance with the applicable North Carolina Sedimentation and Erosion Control Permits, within the thirty (30) day period set forth above, the imposition of a specific special assessment shall be deferred by the Association for the period during which said owner diligently pursues to completion the repair or replacement of the Stormwater Management Facilities located on said Lot or compliance with the applicable North Carolina Sedimentation and Erosion Control Permits. Specific special assessments shall be limited to the amount of funds actually expended, or in the discretion of the Board of Directors, the amount of funds reasonably estimated by the Board of Directors will be expended, by the Association to repair or replace the Stormwater Management Facilities located upon the Lot or to comply with the applicable North Carolina Sedimentation and Erosion Control Permit applicable to the Lot, upon which the specific special assessment is assessed. Special assessments, either general or specific, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions set forth in this Declaration, shall be a continuing lien upon the Lot against which each such assessment is made. The personal obligation of an owner of a Lot for delinquent special assessments, whether general or specific, shall not pass to a successor in title to a Lot, unless expressly assumed by the successor, but, subject to the provisions of this Declaration, delinquent special assessments shall continue to be a lien upon such Lot.

N. Any annual general assessment, general special assessment, or specific special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs, and reasonable attorneys' fees shall constitute a lien against the Lot upon which such assessment is levied. The Association may record notice of the same in the Office of the Clerk of Superior Court of Onslow County or file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the owner personally obligated to pay the same and/or bring an action to foreclose the lien against the Property. The lien of any assessment 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 foreclosure of a first mortgage or any proceeding in lieu therefor, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No owner may waive or otherwise escape liability for the assessments provided for herein.

O. In the event the Articles of Incorporation and/or Bylaws of the Association are amended to expand the rights and duties of the Association, those amendments shall have no effect on the Lots or the Subdivision unless, by recorded amendment to this Declaration, joined in by Declarant.

ARTICLE XX  
WETLANDS

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

ARTICLE XXI  
REMEDIES

In the case of failure of a Lot owner to comply with the terms and provisions contained in this Declaration, the Articles, or the Bylaws of the Association, the following relief shall be available:

A. The Declarant (whether or not the Declarant is the owner of any Lot), the Association, any Lot owner and any party to whose benefit this Declaration inures, including but not limited to the State of North Carolina or its assignees with respect to the Permit, may proceed at law and in equity to prevent the violation of any term or provision of this Declaration, the Articles and Bylaws and also recover damages for such violation and the court in any such action may award the successful party said party's reasonable expenses and costs in prosecuting such actions including reasonable attorney's fees.

B. The remedies hereby specified are cumulative and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity or under any statute. No delay or failure on the part of the Association, the Declarant or an aggrieved party to invoke an available remedy with respect to a violation of any of this Declaration, the Articles and Bylaws shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to that party upon the reoccurrence or continuation of said violation or the occurrence of a different violation.

ARTICLE XXII  
COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC  
MAINTENANCE STANDARDS

Driveway head walls, fences, mailboxes, newspaper delivery boxes, basketball goals or other roadside obstructions, constructed or placed within the right of way of any street as shown on the recorded plat of the subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by

the North Carolina Department of Transportation or Declarant. In the event any Owner fails, or refuses, to remove such obstruction or obstructions within the thirty (30) day period following written notification thereof, the Declarant or the Association shall have the right, but not the duty, to remove the obstruction or obstructions and to charge the Owner the costs thereof which shall be a lien against the Owner's Lot and may be enforced in the same manner as provided in Article XIX (N), above.

#### ARTICLE XXIII 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, and/or entrance sign lighting, either or all of which may require an initial payment and/or a continuing monthly payment to an electric company by the owner of each dwelling.

#### ARTICLE XXIV ANNEXATION OF ADDITIONAL PROPERTY INTO DEVELOPMENT AREA

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right, but shall in no way be obligated, to expand the real property which is subject to this Declaration without the consent or joinder of any Owner or Owners of any Lot or Lots or person or entities having a lien or security interest in such Lot or Lots, by annexing, from time to time all or any portion of the tract of land known as the Development Area and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference as if fully set forth.

The Declarant may also identify and annex to the Development Area by amendment hereto any other property as Declarant in its sole discretion may determine.

An amendment to this Declaration shall be made and recorded in the office of the Register of Deeds of Onslow County, North Carolina, to include each portion of the real property which is to be subject to this Declaration, and each such portion of the real property shall constitute an addition to the Subdivision. The right of the Declarant, or its successors and assigns, to expand the Subdivision as herein provided shall expire fifteen (15) years following the date of recordation of this Declaration.

#### ARTICLE XXV SUPPLEMENTAL DECLARATION(S)

The Declarant shall have the right, from time to time, to record Supplemental Declarations for a Parcel or Parcels of the Development Area which may designate specific use and other restrictions within said Parcel, may create Common Areas within such Parcel for the use of all owners in the Subdivision, as may be expanded, and may create a separate owners association exclusively for such Parcel; provided, however, no Supplemental Declaration shall avoid membership in the Association by Owners of Lots in said Parcel, nor shall any Supplemental Declaration modify or amend the terms of this Declaration or any prior Supplemental Declaration for another Parcel, without the required consent of Owners of all

Parcels constituting the then existing Project.

ARTICLE XXVI  
ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant, either to restrain violations or to recover damages. In the event any proceeding is commenced to enforce the provisions of this Declaration, the non-prevailing party shall be obligated to pay, in addition to any monetary damages or other award granted by the court, the expenses and costs of such proceeding, including reasonable attorneys' fees of the prevailing party.

ARTICLE XXVII  
MODIFICATION

These restrictions are subject to being altered, modified, canceled 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 the Declarant or its successors in title and by the owners of not less than sixty seven percent (67%) 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. If the Declarant owns sixty seven (67%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without the consent of any other owner.

ARTICLE XXVIII  
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-five (25) years from the date these Covenants are recorded, after which such time such Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part, with the exception of Article XVI.

ARTICLE XXIX  
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 WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its Manager, with authority duly given by its Members, the day and year first above written.

THE PRESERVE AT MORRIS LANDING, LLC  
BY: *Coleman Parks, mgr.*  
COLEMAN PARKS, MANAGER

NORTH CAROLINA  
ONslow COUNTY

The undersigned, a Notary Public in and for said County and State, does hereby certify that COLEMAN PARKS, known to me or having provided satisfactory proof of his identity, personally came before me this day and acknowledged that he is Manager of THE PRESERVE AT MORRIS LANDING, LLC, a North Carolina limited liability company, and that by authority duly given and as the fact of the limited liability company, he executed the foregoing instrument on behalf of the limited liability company in the capacity indicated.

Witness my hand and official stamp or seal, this 16<sup>th</sup> day of November, 2011.

*Agnes M. Marshall*  
Notary Public

My commission expires:  
*Sept 7, 2016*



EXHIBIT "A"

Development Area

Lying and being in Stump Sound Township, Onslow County, State of North Carolina, and being more particularly described as follows:

Being Tract 2 containing 28.67 total acres as shown on that plat entitled MINOR SUBDIVISION PLAT, THE PRESERVE AT MORRIS LANDING prepared by The Clark Group and recorded on August 9, 2011 in Map Book 62, page 164, Slide N-198, Onslow County Registry, plat of which is incorporated herein by reference.

TAN



Doc ID: 011534800003 Type: CRP  
Recorded: 10/22/2014 at 09:40:49 AM  
Fee Amt: \$26.00 Page 1 of 3  
Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds  
BK 4215 PG 218-220

SECOND AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR THE PRESERVE AT MORRIS LANDING

Return to:  
Tisdale, McConnell & Bardill, LLP, Attorneys at Law

NORTH CAROLINA  
COUNTY OF ONSLOW

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, is made this the 21<sup>st</sup> day of October, 2014, by THE PRESERVE AT MORRIS LANDING, LLC, a North Carolina limited liability company, hereinafter called "Declarant",

WITNESSETH:

THAT WHEREAS, Declarant has developed a subdivision in Onslow County known as The Preserve at Morris Landing (hereinafter "Subdivision"), which said subdivision is shown on that Map recorded in Map Book 62 at page 164 and Map Book 64 at page 73, Onslow County Registry; and

WHEREAS Declarant caused a Master Declaration of Restrictive and Protective Covenants (hereinafter "Covenants") for said subdivision to be recorded in Book 3680 at page 830 of the Onslow County Registry; and

WHEREAS Declarant caused an Amendment to Master Declaration for said subdivision to be recorded in Book 3786 at page 547 of the Onslow County Registry; and

WHEREAS said Covenants pursuant to Article XXIV, provide for the annexation of additional property into the subdivision; and

WHEREAS Declarant has recorded Maps in Map Book 64 at page 193, Map Book 66 at page 17, Map Book 66 at page 48, Map Book 66 at page 176, and Map Book 67 at page 171 of the Onslow County Registry, showing additional lots which Declarant desires to annex into the subdivision; and

WHEREAS said subdivision contains roadways providing access to individual lots in said subdivision; such roadways being shown on Map Book 62 at page 164; Map Book 64 at page 73; Map Book 64 at page 193; Map Book 66 at page 17; Map Book 66 at page 48; Map Book 66 at page 176; Map Book 67 at page 171; and Map Book 69 at page 1, Onslow County Registry; and

WHEREAS said Covenants pursuant to Article XXVIII provide for their modification.

NOW, THEREFORE, the undersigned Declarant does hereby amend the Covenants and hereby annexes the following described property previously made subject to the terms and conditions of said Declaration, the same as if the area had been originally included in said instrument, to-wit:

1. All of Lots 1 – 18, 20 and 63 as the same are shown on that map recorded in Map Book 64 at page 193 of the Onslow County Registry are hereby made subject to the Covenants set out by Declarant in Book 3680 at page 280.
2. All of Lots 89 and 90 as the same are shown on that map recorded in Map Book 66 at page 17 of the Onslow County Registry are hereby made subject to the Covenants set out by Declarant in Book 3680 at page 280.
3. All of Lots 146, 148 and 176 as the same are shown on that map recorded in Map Book 66 at page 48 of the Onslow County Registry are hereby made subject to the Covenants set out by Declarant in Book 3680 at page 280.
4. All of Lot 89 as revised on that map recorded in Map Book 66 at page 176 of the Onslow County Registry is hereby made subject to the Covenants set out by Declarant in Book 3680 at page 280.
5. All of Lots 149 – 152 and 169 – 172 as the same are shown on that map recorded in Map Book 69 at page 1 of the Onslow County Registry are hereby made subject to the Covenants set out by Declarant in Book 3680 at page 280.
6. All of Lots 70 – 74 and 76 – 82 as the same are shown on that map recorded in Map Book 69 at page 2 of the Onslow County Registry are hereby made subject to the Covenants set out by Declarant in Book 3680 at page 280.

Declarant does hereby agree to maintain the roadways referred to herein in a passable state under all normal weather conditions until such time as the State of North Carolina, the Town of Holly Ridge, the County of Onslow, or any homeowners association assume such responsibility.

Declarant does hereby amend the first sentence of Article IV of the Covenants to state: “The minimum heated square footage of each dwelling shall not be less than 1,500 square feet.”

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its Manager, with authority duly given by its Members, the day and year first above written.

THE PRESERVE AT MORRIS LANDING, LLC

BY:

Coleman Parks, Manager

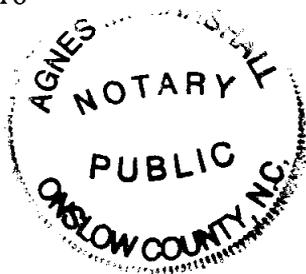
NORTH CAROLINA  
ONSLOW COUNTY

The undersigned, a Notary Public in and for said County and State, does hereby certify that COLEMAN PARKS, known to me personally came before me this day and acknowledged that his is Manager of THE PRESERVE AT MORRIS LANDING, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, he executed the foregoing instrument on behalf of the limited liability company in the capacity indicated.

Witness my hand and official stamp or seal, this 21st day of October, 2014.

Agnes M. Marshall  
AGNES M. MARSHALL, NOTARY PUBLIC

My commission expires: Sept 7, 2016



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Doc ID: 012444230006 Type: CRP  
Recorded: 11/04/2015 at 01:49:16 PM  
Fee Amt: \$26.00 Page 1 of 6  
Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds  
BK 4378 PG 397-402

FIFTH AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE AND  
PROTECTIVE COVENANTS FOR THE PRESERVE AT MORRIS LANDING

Return to:  
Tisdale, McConnell & Bardill, LLP, Attorneys at Law

NORTH CAROLINA  
ONSWLOW COUNTY

THIS FIFTH AMENDMENT TO DECLARATION OF RESTRICTIVE AND  
PROTECTIVE COVENANTS, is made this the 3rd day of November, 2015, by THE  
PRESERVE AT MORRIS LANDING, LLC, a North Carolina limited liability company,  
hereinafter called "Declarant",

WITNESSETH:

THAT WHEREAS, Declarant has developed a subdivision in Onslow County known as  
The Preserve at Morris Landing (hereinafter "Subdivision"), which said subdivision is shown on  
those maps recorded in Map Book 62 at page 164, Map Book 64 at page 73, Map Book 64 at  
Page 193, Map Book 66 at Page 17, Map Book 66 at Page 48, Map Book 66 at Page 176, Map  
Book 67 at Page 81, Map Book 67 at Page 171, Map Book 67 at Page 221, Map Book 69 at Page  
1, and Map Book 69 at Page 2, Onslow County Registry; and

WHEREAS Declarant caused a Master Declaration of Restrictive and Protective  
Covenants (hereinafter "Covenants") for said subdivision to be recorded in Book 3680 at page  
830 of the Onslow County Registry; and

WHEREAS Declarant caused Amendments to Master Declaration for said subdivision to  
be recorded in Book 3786 at page 547, Book 4095 at Page 633, Book 4215 at Page 218 and Book  
4252 at Page 930 of the Onslow County Registry; and

WHEREAS the original Covenants recorded in Book 3680 at Page 830 of the Onslow County Registry provided in Article XVI therein that Stormwater Management for the Subdivision would be conducted pursuant to State Stormwater Management Permit Number SW8 061212; and

WHEREAS on January 31, 2013 the Division of Water Quality issued State Stormwater Management Permit Number SW8 121204 which by its terms supersedes Permit Number SW8 061212; and

WHEREAS said Covenants pursuant to Article XXVIII provide for their modification.

NOW, THEREFORE, the undersigned Declarant does hereby amend the Covenants and hereby provides that the 199 lots of the Subdivision as described on the various recorded maps described herein shall henceforth be governed by the terms of State Stormwater Management Permit Number SW8 121204, attached hereto as Exhibit "A" and incorporated herein by reference as if fully rewritten herein.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its Manager, with authority duly given by its Members, the day and year first above written.

THE PRESERVE AT MORRIS LANDING, LLC

BY: *Coleman Parks, Manager*  
Coleman Parks, Manager

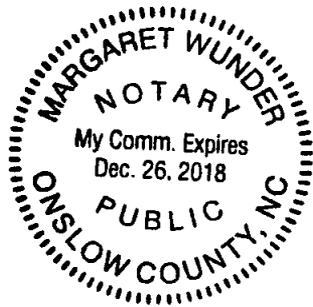
NORTH CAROLINA  
ONslow COUNTY

The undersigned, a Notary Public in and for said County and State, does hereby certify that COLEMAN PARKS, known to me personally came before me this day and acknowledged that his is Manager of THE PRESERVE AT MORRIS LANDING, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, he executed the foregoing instrument on behalf of the limited liability company in the capacity indicated.

Witness my hand and official stamp or seal, this 3<sup>rd</sup> day of November, 2015.

*Margaret Wunder*  
Margaret Wunder, NOTARY PUBLIC

My commission expires: December 26, 2018



STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
DIVISION OF WATER QUALITY

STATE STORMWATER MANAGEMENT PERMIT

LOW DENSITY SUBDIVISION DEVELOPMENT

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules and Regulations

PERMISSION IS HEREBY GRANTED TO

*The Preserve at Morris Landing, LLC*

*The Preserve at Morris Landing Subdivision*

*Hardison Rd, Holly Ridge, Onslow County*

FOR THE

construction, operation and maintenance of a low density subdivision in compliance with the provisions of both the "Stormwater Rules" which is defined collectively consisting of 15A NCAC 2H .1000, effective January 1, 1995 (for the area previously covered by SW8 061212) and SL2008-211, effective October 1, 2008 (for the area that was previously unpermitted), and the approved stormwater management plans and specifications, and other supporting data as attached and on file with and approved by the Division of Water Quality and considered a part of this permit.

The Permit shall be effective from the date of issuance until rescinded and shall be subject to the following specific conditions and limitations:

**I. DESIGN STANDARDS**

1. Each of the 199 lots is limited to a maximum square feet of built-upon area (BUA) as documented in Section II.10 and as indicated in the application and shown on the approved plans.
2. Approved plans and specifications for projects covered by this permit are incorporated by reference and are enforceable parts of the permit.
3. Projects covered by this permit will maintain a minimum 30-foot-wide vegetated buffer adjacent surface waters in the area previously permitted by SW8 061212 and 50-foot-wide vegetated buffer adjacent to surface waters in the area that has been added by this modification. Additionally, an additional 10ft buffer has been added in Area B where shown on the plans. Buffers are measured horizontally from and perpendicular to the normal pool of impounded structures, the top of bank of each side of streams and rivers, and the mean high water line of tidal waters.
4. All runoff directed into and through the vegetative buffer must flow through the buffer in a diffuse manner. All runoff directed into wetlands shall flow into and through the wetlands at a non-erosive velocity of 2 feet per second or less.
5. The only runoff conveyance systems allowed will be vegetated conveyances such as swales with minimum side slopes of 3:1 (H:V) as defined in the stormwater rules and approved by the Division.
6. Area B is required to comply with SL2008-211, Section 2(b), (3) which prohibits new discharges within a half mile of and draining to shellfish (SA) waters. This project has provided level spreaders and filter strips which are capable of providing effective infiltration as shown on the plans.

## II. SCHEDULE OF COMPLIANCE

1. Swales and other vegetated conveyances shall be constructed in their entirety, vegetated, and be operational for their intended use prior to the construction of any built-upon surface.
2. During construction, erosion shall be kept to a minimum and any eroded areas of the swales or other vegetated conveyances will be repaired immediately.
3. The permittee shall at all times provide and perform the necessary operation and maintenance procedures as specified in the signed Operation and Maintenance Agreement, such that the permitted stormwater management system functions as designed and permitted.
4. The permittee shall submit to the Director and shall have received approval for revised plans, specifications, and calculations prior to construction, for any modification to the approved plans, including, but not limited to, those listed below:
  - a. Any revision to any of the items shown on the approved plans, including the stormwater management system, design concept, built-upon area, details, etc.
  - b. Redesign or addition to the approved amount of built-upon area or to the drainage area.
  - c. Further subdivision, acquisition, or sale of the project area in whole or in part.
  - d. Filling in, altering or piping any vegetative conveyance shown on the approved plan.
  - e. Construction of any future development area on the plan with a BUA allocation.
5. The permittee shall submit all information requested by the Director or his representative within the time frame specified in the written information request.
6. No piping shall be allowed except that minimum amount necessary to direct runoff beneath an impervious surface such as a road and that minimum amount needed under driveways to provide access to lots.
7. The permittee is responsible for verifying that the proposed built-upon area does not exceed the allowable built-upon area. Once the lot transfer is complete, the maximum allocated built-upon area for the lot may not be revised without approval from the Division of Water Quality. If the allocated maximum built-upon area on the lot is exceeded, the permittee shall notify the lot owner in writing and shall require remediation within a reasonable time frame. If the situation is not remediated, both the permittee and the lot owner are subject to enforcement action by the Division of Water Quality.
8. Within 30 days of completion of the project, the permittee must certify in writing that the project's stormwater controls, and impervious surfaces have been constructed within substantial intent of the approved plans and specifications. Any deviation from the approved plans must be noted on the Certification.
9. If the permittee sets up an Architectural Review Committee or Board to review new lot plans and subsequent modifications for compliance with the provisions of this permit and the restrictive covenants, the plans reviewed must include all built-upon area (BUA) and piping. Any approvals given by the Committee or Board on behalf of the permittee do not relieve the lot owner or the permittee of the responsibility to maintain compliance with the permitted lot BUA limit.
10. Deed restrictions are incorporated into this permit by reference and must be recorded with the Office of the Register of Deeds prior to the sale of any lot. Recorded deed restrictions must include, as a minimum, the following statements related to stormwater management:
  - a. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 121204, 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 of the State of North Carolina, Division of Water Quality.
  - e. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.

- f. The maximum built-upon area per lot is as shown below 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.
- |              |                  |
|--------------|------------------|
| 2,630sf/lot: | Lots 179-199     |
| 3,800sf/lot: | Lots 1-176 & 178 |
| 6,000sf/lot: | Lot 177          |
- 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 persons.
- h. For those lots adjacent to surface waters, each lot will maintain a minimum 30 foot wide vegetated buffer in Area A and a 50ft buffer in Area B adjacent surface waters. Additionally, an additional 10ft buffer has been added in Area B where shown on the plans.
- i. All roof drains shall terminate at least 50 feet from surface waters.
- j. Any individual or entity found to be in noncompliance with the provisions of the stormwater management permit or the requirements of the stormwater rules found in 15A NCAC 02H.1000 and Session Law 2008-211, is subject to enforcement procedures as set forth in N.C.G.S. 143, Article 21.
11. The permittee shall submit a copy of the recorded deed restrictions, which contain all of the above statements, within 30 days of the date of recording.
12. The Director may notify the permittee when the permitted site does not meet one or more of the minimum requirements of the permit. Within the time frame specified in the notice, the permittee shall submit a written time schedule to the Director for modifying the site to meet minimum requirements. The permittee shall provide copies of revised plans and certification in writing to the Director that the changes have been made.
13. All stormwater conveyances will be located in either a dedicated right-of-way (public or private), recorded common areas or recorded drainage easements. The final plats for the project will be recorded showing all such required rights-of-way, common areas and easements, in accordance with the approved plans.

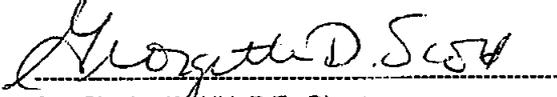
### III. GENERAL CONDITIONS

1. Failure to abide by the conditions and limitations contained in this permit may subject the Permittee to an enforcement action by the Division of Water Quality, in accordance with North Carolina General Statutes 143-215.6A to 143-215.6C.
2. The permit issued shall continue in force and effect until modified, revoked or terminated.
3. The permit may be modified, revoked and reissued or terminated for cause. The filing of a request for a permit modification, revocation and re-issuance, or termination does not stay any permit condition.
4. The issuance of this permit does not prohibit the Director from reopening and modifying the permit, revoking and reissuing the permit, or terminating the permit as allowed by the laws, rules, and regulations contained in Title 15A of the North Carolina Administrative Code, Subchapter 2H.1000; and North Carolina General Statute 143-215.1 et. al.
5. The permit is not transferable to any person or entity except after notice to and approval by the Director. The Director may require modification or revocation and re-issuance of the permit to change the name and incorporate such other requirements as may be necessary. At least 30 days prior to a change of ownership, or a name change of the permittee or of the project, or a mailing address change, the permittee shall submit a completed and signed Name/Ownership Change Form to the Division of Water Quality accompanied by the supporting documentation as listed on the form. The approval of this request will be considered on its merits, and may or may not be approved.
6. The permittee is responsible for compliance with all permit conditions until such time as the Division approves the permit transfer request. Neither the sale of the project nor the conveyance of common area to a third party constitutes an approved transfer of the stormwater permit.

7. The issuance of this permit does not preclude the Permittee from complying with any and all statutes, rules, regulations, or ordinances, which may be imposed by other government agencies (local, state and federal), which have jurisdiction. If any of those permits result in revisions to the plans, a permit modification must be submitted.
8. The permittee grants permission to DENR Staff to enter the property during business hours for the purposes of inspecting the stormwater management system and its components.
9. Unless specified elsewhere, permanent seeding requirements for the swales must follow the guidelines established in the North Carolina Erosion and Sediment Control Planning and Design Manual.

Permit issued this the 31<sup>st</sup> day of January 2013.

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION



for Charles Wakild, P.E., Director  
Division of Water Quality  
By Authority of the Environmental Management Commission