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Amendment to the
Declaration of Covenants, Conditions and
Restrictions for Cobblestone Village at Sunset Beach

This Amendment to the Declaration of Covenants, Conditions and Restrictions For Cobblestone at Sunset Beach is made this 8th day of November, 2017, by Cobblestone Village at Sunset Beach Homeowners' Association, Inc., a North Carolina non-profit corporation (hereinafter the "Association").

Recitals:

WHEREAS, Niblock Development Corporation, a North Carolina Corporation, established Cobblestone Village at Sunset Beach, also known as Cobblestone at Sunset Beach (hereinafter "Cobblestone"), a subdivision in Brunswick County, North Carolina, and recorded the Declaration of Covenants, Conditions and Restrictions for Cobblestone At Sunset Beach dated April 18, 2006, recorded on April 26, 2006 in Book 2378, Page 154 in the Brunswick County Registry (hereinafter called the "Declaration"); and

WHEREAS, under the provisions of the Declaration, the Association is delegated and charged with and assigned the power to administer and enforce the covenants and restrictions contained in the Declaration; and

WHEREAS, Section 3. Amendment. under Article IX: General Provisions of the Declaration provides, in part, that the Declaration may be amended during the first twenty (20) years by an instrument signed by the owners of at least sixty-seven percent (67%) of the lots in Cobblestone; and

WHEREAS, after notice and consideration, at least sixty-seven percent (67%) of the owners of the lots in Cobblestone approved in writing the Amendments to the Declaration setforth herein; and

WHEREAS, the Association, being delegated and charged with the administration and enforcement of the covenants and restrictions contained in the Declaration, finds it necessary and



appropriate to record this instrument evidencing the amendments to the Declaration approved in writing by the owners of the lots in Cobblestone; and

WHEREAS, North Carolina General Statutes Section 47 F-2-117 provides, in part, that every amendment to a declaration shall be recorded in the county where the community is located.

NOW, THEREFORE, pursuant to the written approval of at least sixty-seven percent (67%) of the owners of the lots in Cobblestone and in accordance with the provisions of the Declaration and North Carolina General Statutes Section 47F-2-117, the Declaration has been and is amended as follows:

First: Section 7. Lawn Maintenance Assessment. under Article V of the Declaration, which appears on page 14 of the Declaration, was amended to read in its entirety as follows:

Section 7. Lawn Maintenance Assessment. All Owners of Lots are required to pay a Lawn Maintenance Assessment in addition to the appropriate Annual Assessment authorized above.

- a. **Purpose of Lawn Maintenance Assessment.** The purpose of the Lawn Maintenance Assessment is to provide general lawn maintenance upon each lot and shall specifically include, but not be limited to, basic landscaping work such as mowing, fertilizing, weed spraying, pruning shrubs, sweeping walks and drives. Gutter cleaning is also included. The Board of Directors establishes the schedule for services annually via service contracts. In addition to basic landscaping, contracted services may include pressure washing exterior of dwellings on lots and pressure wash/staining of the original privacy fencing sections to maintain consistent, quality appearance throughout the neighborhood. Inclusions of these services will be reviewed annually at the homeowners meeting. To carry out the Association’s duties set forth herein, it is reserved to the Association the right to unobstructed access on and upon each lot, at all reasonable times to perform maintenance as provided in this Article. Major landscaping changes to areas of the Owner’s Lot exposed to the entrance to Cobblestone Village or the roadways of Cobblestone Village must first be approved by the Architectural Control Committee. The Lot Owner may, at their election, plant flowers of their choosing in beds on their Lot. Maintenance by the Owner should not hinder the Association in performing its maintenance of the remaining yard spaces. No such plantings by a Lot Owner shall reduce the assessment payable by him to the Association. The Owner shall not plant any vegetation in the front yard except with the prior written approval of the Architectural Control Committee.

(As a matter of information to future Members of the Association, the Declarant wishes to make it known that, due to differing amounts of exposure to the elements and other factors, some lawns may require more maintenance than others and that it is in the best interest of the entire Association that all lawns be properly maintained. A uniform charge will be made to each Association



Member. When the scope of a lawn’s maintenance exceeds the Association’s landscape company’s contract, notification shall be made to the Lot Owner.)

In the event that the need for lawn maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such lawn maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. The determination of the need, quality, extent, and cost of maintenance and repair shall be made by a committee comprised of Lot Owners, which shall be appointed by the Board of Directors of the Association. The determination of said committee shall be reasonable and made upon consistent non-arbitrary principles adopted by the Board of Directors. The Association may, in the Board of Directors’ discretion, delay commencement of the maintenance and repairs required by casualty, or willful or negligent acts, until the cost thereof is paid by the applicable Lot Owner(s) to the Association. The Association is hereby granted an easement right of access to go upon any Lot for performance of repairs or maintenance, the responsibility of which is the Association’s hereunder.

b. Maximum Lawn Assessment.

- i. For the calendar year beginning January 1, 2006, the maximum monthly Lawn Assessment shall be \$150.00 per month for each Lot in the Development.
- ii. The Lawn Maintenance Assessment shall commence once a residence has been constructed on a Lot and said Lot has been conveyed by Builder or Declarant to the purchaser of a home.
- iii. From and after January 1, 2006, the maximum annual Lawn Maintenance Assessment for Lots may be increased each year not more than ten percent (10%) above the maximum Lawn Maintenance Assessment for the previous year without a vote of the membership.
- iv. The Lawn Assessment shall be paid as provided in Article V, Section 10.

Second: Paragraphs “d”, “g”, “i” and “j” under Section 3. General Guidelines, in Article VI of the Declaration, which appear on pages 19 and 20 of the Declaration, were amended, and Section 3 now reads in its entirety as follows:

Section 3. General Guidelines. Listed hereinafter are guidelines which are not intended to be absolute and complete guidelines, but address certain critical areas which will be carefully considered by the Architectural Control Committee in the approval or disapproval of an Owner’s plans and specifications:

- a. No structures (except accessory buildings, inground swimming pools, fences or walls, approved by the Architectural Control Committee) may be erected above



grade except within those setbacks as more particularly reflected on the recorded Maps. (The plat entitled Cobblestone Village at Sunset Beach, recorded in Map Book 34, Pages 148 and 149 Brunswick County Registry, reflects building requirements and/or setback lines which neither create nor impose private restrictions, but instead reflect zoning and/or subdivision regulations of the Town of Sunset Beach.) For purposes of this covenant, eaves and stoops shall not be considered as a part of a building provided, however, this shall not be construed to be deemed to permit the encroachment of any improvements onto another Lot. In addition, all improvements shall be constructed in order to comply with Impervious Area Requirements of the Town of Sunset Beach (and/or Brunswick County, if applicable.)

- b. Further, all dwellings constructed on a lot shall not contain less than 1,400 square feet of Heated Living Area.
- c. The Architectural Control Committee has the right to decide in its sole and absolute discretion the precise site and location of any structure placed upon any Lot; provided, however, that the Owner shall be given the opportunity to recommend a specific site for such structure.
- d. Home design shall be traditional, or moderate transitional, with particular emphasis on adherence to the historic design detail of a particular style home. Design should be consistent in style, design, and harmony with the existing homes.
- e. All structures constructed or placed on any Lot shall be built on site of new materials of good grade, quality and appearance, and shall be constructed in a good, workmanlike manner, conforming to all applicable building codes. No used structures shall be relocated or placed on any such lot.
- f. All dwelling and accessory structures shall be completely supported with solid brick, brick or stone covered block or cement covered foundation.
- g. The exterior surfaces of all dwellings and accessory structures shall be covered only with stone, or siding consisting of wood, composite or vinyl material; provided, that any horizontal siding must be completely supported to maintain a straight and even outer surface and must be fully and properly finished.
- h. Roofs shall have not less than a 6 inch pitch, and shall be covered with asphalt or fiberglass shingles, terra cotta tile, real or man-made slate, cooper sheathing or wood shingles or pre-painted metal roofing.
- i. Permitted Accessory Uses. No accessory uses to any residential dwelling shall be permitted on the Property other than the following:
 - i. Accessory buildings shall be consistent in style, design, and harmony with



the primary dwelling.

- ii. There shall be only one (1) accessory building constructed on or placed on a Lot.
 - iii. No accessory buildings shall be placed or constructed on a Lot prior to submission to and approval by the Architectural Control Committee. Accessory building are not permitted in backyards facing pond/stream.
 - iv. All driveways, and turning, and parking areas shall be concrete surfaced, or shall be surfaced with such other materials as may be approved by the Architectural Control Committee; such surfacing must be completed prior to the occupancy of any dwelling on a Lot. Other surfaces or center grass strips may be utilized for driveways as approved by the Architectural Control Committee in order to comply with Impervious Area Requirements of the Town of Sunset Beach (and/or Brunswick County, if applicable.) That portion of the driveway located within the street right-of-way, or adjoining the street, shall be constructed in strict accordance with the restrictions and requirements of the North Carolina Department of Transportation, or such other governmental agency(ies) as may control such access area.
- j. Fencing: The following guidelines apply to fencing:
- i. No fence, wall or other enclosure, except those approved with initial plans submitted by Builders as provided in Article VI, Section 4(e) and fencing located on the Common Areas as provided in Article VI, Section 3(j)(viii) hereof, shall be constructed on any Lot without first obtaining the approval of the Architectural Control Committee. Furthermore, approved fences, walls and enclosures cannot be removed, altered, replaced, and/or reconstructed without the approval of the Architectural Control Committee.
 - ii. No portion of any fence erected on any Lot may exceed four (4) feet in height. Fence gates must be 60 inch or greater in width.
 - iii. All fences must be constructed using cedar wood. No chain link fences, concrete block, or exposed wire fences of any nature shall be permitted. Fences are not permitted in backyards facing pond/stream except for an electronic fence.
 - iv. The Architectural Control Committee may permit the following:
 - a. Fences extending nearer to any front street than the back building line of the residence located on that Lot;
 - b. Fences extending nearer to any side street than the side



- building line of the residence located on that Lot; and
- c. Front yard and side yard accent fencing and walls not to exceed 36 inches in height.
- v. No electronic fence or electronic pet containment system, or “hidden” fence including, but not limited to an Invisible Fence ©, underground fence, remote fence, wireless fence, and/or radio controlled fence, can be installed or located within the front yard of any Lot (i.e., That area extending across the full width of the lot and extending from the closest front wall of the dwelling to the margin of the right-of-way of the road on which the Lot fronts. The front yard of a corner lot is the yard adjacent to the designated front lot line.).
- vi. No “dog runs”, chain link animal enclosures, or animal enclosures of any nature shall be allowed within the Development.
- vii. Once an approved fence or wall has been erected or installed along a side Lot boundary line which is a common boundary line with another Lot, such approved fence or wall shall be the only fence or wall that may be erected along this common boundary line, and the Owner who installs or erected such fence or wall shall finish both sides thereof. All fences shall be maintained in a structurally sound and attractive manner.
- viii. Notwithstanding the foregoing, all fencing located or installed on the Common Areas are exempt from the fencing requirements provided herein. Declarant, its successors and assigns, and the Association shall have the right to erect chain link fences and any other type of fences and enclosures within the Common Areas for any purposes without the approval of the Architectural Control Committee, such fences and other enclosures to become a part of the Common Area shall be installed by the Declarant and shall be maintained by the Association to comply with all agreements with (whether of the Declarant or the Association) or statutes, ordinances, rules or regulations of, the Town of Sunset Beach (or any agency thereof), Brunswick County (or any agency thereof), and/or the State of North Carolina (or any agency thereof).
- ix. Notwithstanding the foregoing, the Declarant, its successors and assigns, shall have the right to erect fences, walls or other enclosures on any Lot without the approval of the Architectural Control Committee. After the initial construction and/or installation, said fences, walls and enclosures cannot be removed altered, replaced and/or reconstructed without the approval of the Architectural Control Committee. It is noted that the development

and design concept for Cobblestone at Sunset Beach is to provide each Lot with shared fencing on the side yards. The desired placement or installation of the fencing is to locate same solely within the boundaries of the respective Lots; however, due to typographical and other considerations, the shared fencing erected on side yards may be located upon one or more Lots. The responsibility for maintenance of share fencing shall be that of the Lot Owner on whose property the fencing is located. Furthermore, Declarant reserves the right and easement to erect permanent fences and/or walls and/or enclosures on the Lots (other than areas of the Lots upon which buildings are constructed) for the purpose of providing screening, privacy, decoration, retainage, and typographical stability in connection with the overall plan and development of the Property and the various Lots located thereon.

- k. Minimum landscaping for each structure shall include seeding of all lawn areas and/or maintained natural areas and appropriate foundation plantings.
- l. Exteriors of all dwellings and accessory structures must be completed within one (1) year after the commencement of construction, and a certificate of occupancy issued within two years (2) after commencement of construction; provided, however, the Committee may waive this requirement if construction delays have been caused by strikes, war, fire, acts of God, material shortages or other events which render the completion of construction within such time impossible.

Third: Paragraph "a" under Section 4. Approval of Plans, Specifications and Construction. under Article VI of the Declaration, which appears on page 21 of the Declaration, was amended, and Section 4 now reads in its entirety as follows:

Section 4. Approval of Plans, Specifications, and Construction. In addition to the requirements imposed by all applicable governmental agencies governing the issuance of the building permits and certificates of occupancy, no structure shall be erected on any Lot without the approval of the Committee as provided in this section.

- a. Prior to commencing any construction on a Lot, the Owner thereof shall submit to the Committee all building plans and specification (the "Plans") covering such construction. The Plans shall contain the following: (i) foundation plans, (ii) floor plans of all floors, (iii) elevation drawings of all exterior walls, (iv) roof plan, (v) plot plan showing location and orientation of all structures (including accessory buildings) proposed to be built on the Lot with the setback lines set forth in Section 3 above drawn in, (vi) the square footage of the proposed structures, (vii) the location of and materials for any driveway, and, where the driveway is to cross a drainage ditch adjacent to any roadway, (viii) samples or appropriate description of materials and exterior colors.

- b. At the time of the submission of the Plans, the Owner shall submit the name of the proposed builder who shall be first approved by the Committee prior to use by the Owner. The Owner shall also submit samples of all proposed building materials as may be requested by the Committee.
- c. The Committee shall have the absolute and exclusive right to refuse to approve the proposed Plans or make recommendations for modifications in the Plans. In passing upon such Plans and samples, the Committee may take into consideration the suitability and desirability of the proposed construction and the proposed materials to the Lot involved, the quality of the proposed workmanship and materials, and the harmony of the external design with the natural features and the existing structures of the surrounding neighborhood and the appearance of such proposed improvements as viewed from neighboring Lots. If the Committee approves the construction of such improvements, it shall issue a certificate evidencing such approval.
- d. Upon completion of approved construction, the Committee shall inspect the construction to insure that the approved Plans and samples were complied with by the Owner. No structure may be occupied or used until the issuance by the Committee of a certificate of compliance. The certificate of compliance shall be issued by the Committee without fee; provided, however, that in the event that the Committee's first inspection of the construction reveals deviations or deficiencies from the approved Plans and samples, the Committee may charge a fee of \$75.00 for every subsequent inspection which is necessary to insure compliance with the approved Plans and samples. Any such fee must be paid before the issuance of the compliance certificate.
- e. Notwithstanding anything in this Article VI to the contrary, Builders (including but not limited to Niblock Development Corp.) have submitted or will submit initial plans and specifications to the Declarant and are exempt from submitting initial plans and specifications for the Committee's approval. The Declarant shall approve all initial plans and specifications for the construction of residences within the Property.

Fourth: Section 7. Certain Non-Exclusive Remedies in the Event of Non-Compliance. under Article VI of the Declaration, which appears on page 23 of the Declaration, was amended to remove Paragraph "a.", and Section 7 now reads in its entirety as follows:

Section 7. Certain Non-Exclusive Remedies in the Event of Non-Compliance. In the event the Owner has not completed construction of any structure within the time period prescribed in Section 3(1) of this Article or in the event the Owner has not completed the landscaping in and around the structure within the time period prescribed in Section 5 of this Article, Declarant shall have the right, but shall not be obligated, to cause such construction or landscaping to be completed on behalf of the Owner in accordance with the Plans and all costs and expenses of Declarant, or the agents, employees or contractors of such, in so completing the construction or landscaping shall constitute a lien on the Owner's Lot until paid or discharged with the written consent of Declarant whichever the

case may be. If any such costs or expenses associated with completion of a structure on the Owner's Lot are not paid to the proper party, i.e., Declarant, by the Owner within thirty (30) days after completion of the structure, Declarant, shall have the right, but shall not be obligated, to foreclosure on the lien created hereby and cause the Owner's Lot together with any improvements thereon to be sold and to receive first from the net proceeds of sale (net of all direct costs of selling the Lot) its costs and expenses in completing any structure on the Owner's Lot.

Fifth: Paragraph "c." under Section 14. Vehicles and Parking. under Article VII of the Declaration, which appears on pages 26 and 27 of the Declaration, was amended, and Section 14 under Article VII now reads in its entirety as follows:

Section 14. Vehicles and Parking.

- a. Each Owner shall provide space for parking (2) automobiles on his Lot prior to occupancy of any dwelling constructed on such Lot in accordance with reasonable standards established by the Architectural Control Committee.
- b. No vehicle shall be parked on any street except on a temporary basis. No automobiles may be parked on any Lot, except in the driveway serving such Lot or inside a garage.
- c. No commercial vehicles over one (1) ton capacity, aircraft, boat, boat trailer, jet ski, automobile trailer, bus (including school bus), motor home, travel trailer, house trailer, camper, or other recreational vehicle may be stored overnight on any Lot unless the same is within an enclosed garage or area not visible from the streets or from adjoining dwellings. To accommodate moves or special circumstances where parking overnight may be required, residents can send a request to the board for review/approval. In all cases, parking of the vehicle cannot restrict traffic flow. This restriction shall not apply to sales trailers, construction trailers, or other vehicles and construction equipment which may be used by Declarant and/or Builder(s), and its/their agents and contractors, in the conduct of its/their business prior to completion of sales. No stripped, partially wrecked, and or junked motor vehicle, or part thereof, or unlicensed vehicles may be kept, or stored, on a Lot.
- d. No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time.

Sixth: Section 22. Mailboxes. under Article VII of the Declaration, which appears on page 28 of the Declaration, was amended, and Section 22 and now reads in its entirety as follows:

Section 22. Mailboxes. No mailboxes or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located upon any Lot, except such receptacle of standard design as shall have been approved by the Architectural Control Committee. No brick or stone mailboxes shall be



erected or allowed to remain within the right-of-way of any street located within the Submitted Property. The Committee may adopt more restrictive requirements, including the requirement for the use of a uniform mailbox design for Cobblestone at Sunset Beach. Homeowners are responsible for maintaining their mailbox including but not limited to painting and replacement of worn numbers.

Seventh: Section 23. Removal of Trees. under Article VII of the Declaration, which appears on page 28 of the Declaration, was amended and Section 23 now reads in its entirety as follows:

Section 23. Removal of Trees. Approval by the Architectural Control Committee is required for tree removal and any replacements planned. In general, no living trees measuring ten (10) inches or more in diameter at ground level may be removed, unless such trees are located within ten (10) feet of the dwelling or any accessory building. Consideration may be given by the Architectural Control Committee to the removal of a tree exceeding the aforementioned size should it or its roots be judged to be a danger to the dwelling, accessory building, utilities, or roadway. Regarding construction on a Lot, trees should not be removed until the Owner is ready to commence construction/improvements.

Eighth: Section 31. Leasing Terms. was added to Article VII of the Declaration, and it reads as follows:

Section 31. Leasing Terms: Rental of any residence for less than six (6) months is prohibited. Property owners shall be responsible for the actions of their tenants, tenant's guests, transients, invitees, and any guests of the property owner while they are at Cobblestone Village and shall be held responsible for their conduct, compliance with HOA covenants and regulations, and any damage to the Cobblestone Village common areas.

Except as amended herein the Declaration and provisions thereof remain in full force.

The written instruments signed by the Owners of the lots amending the Declaration as set forth herein are on file with and part of the records of the Association. Copies of said written instruments are attached hereto and Exhibit B of said written instruments are incorporated herein by reference.

IN WITNESS WHEREOF, the Association, acting pursuant to the provisions of the Declaration, and the authority recited hereinabove, has caused this Amendment to be executed under seal so as to be binding on the day and year first above-written.

{NOTARY ACKNOWLEDGMENT ON NEXT PAGE}