



S.D. Scanlon
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**AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR**

**CYPRESS BAY AT MARITIME SHORES
 AND THE VILLAGE AT CYPRESS BAY
 (Correction to BK-3714 PG-1066 dated 12-04-15)**

Prepared by: S. D. Scanlon
 PO Box 319, Wrightsville Beach, NC 28480

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

WITNESSETH

WHEREAS, **SNOW CREEK GROUP, LLC**, a limited liability company organized and existing under and by virtue of the laws of the state of North Carolina (hereinafter referred to as "DECLARANT"), heretofore executed that certain Protective Covenants of Cypress Bay at Maritime Shores and caused the same to be recorded in **Book 2393, Page 785**, et seq., in the Brunswick County Registry, as amended by that certain Supplemental Declaration Amending the Protective Covenants of Cypress Bay at Maritime Shores also executed by the Declarant and recorded in **Book 2414, Page 284**, et seq., in the Brunswick County Registry, and that certain Supplemental Declaration Amending the Protective Covenants of Cypress Bay at Maritime Shores also executed by the Declarant and recorded in **Book 2816, Page 1275**, et seq., in the Brunswick County Registry, and annexed thereto certain additional property known as "The Village at Cypress Bay" in **Book 2506, Page 1344** et seq., in the Brunswick County Registry, and that certain Supplemental Declaration Amending the Protective Covenants of Cypress Bay at Maritime Shores also executed by the Declarant and recorded in **Book 2506, Page**



1346, et seq., in the Brunswick County Registry, and that certain Supplemental Declaration Amending the Protective Covenants of Cypress Bay at Maritime Shores also executed by the Declarant and recorded in **Book 2652, Page 1369**, et seq., in the Brunswick County Registry, and that certain Supplemental Declaration Amending the Protective Covenants of Cypress Bay at Maritime Shores also executed by the Declarant and recorded in **Book 3688, Page 0267**, et seq., in the Brunswick County Registry, (with all amendments thereto, including, without limitation, those listed above, herein referred to as the Protective Covenants”);

WHEREAS, in Article 12, Section 2 of the Protective Covenants, the DECLARANT reserved the right to amend the Protective Covenants in its discretion for the purpose of correcting and/or modifying situations or circumstances which may arise during the course of development provided that the same do not alter the general or common scheme of development for the property: and

NOW, THEREFORE, in accordance with its rights under Article 12, Section 2 of the Protective Covenants as follows:

1. Article 8, Section (ee), Section (ii), is hereby deleted in its entirety and is replaced with the following text which is adopted and enacted in lieu of and in place instead thereof:

1. *The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 060270 as modified and issued by the Division of Water Quality under NCAC 2H.1000 for the Cypress Bay at Maritime Shores Subdivision.*
2. *The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.*
3. *These covenants are to run with the land and be binding on all persons and parties claiming under them.*
4. *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.*
5. *Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.*
6. *The maximum allowable built-upon area per lot is **4,400** 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.*
7. *All runoff from the built-upon areas on the lot must drain into the permitted system. This may be accomplished through a variety of means including roof drain gutters which drain to street, grading the lot to drain toward the street, or grading perimeter swales to collect the lot runoff and directing them into a component of the stormwater system. Lots that will naturally drain into the system are not required to provide these additional measures.*

Once obtained, DECLARANT shall transfer the above-described permit and the responsibility for maintenance of the stormwater runoff system and facility to the Association. The Association shall accept conveyance and transfer of such permits and carry out and abide by the duties and obligations contained therein.

Article 8, Section (ee), Section (ii), also includes the following text pertaining to the Village at Cypress Bay NCDENR Stormwater Permit #SW8 070232:

1. *The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 070232 as modified and issued by the Division of Water Quality under NCAC 2H.1000 for the Village at Cypress Bay.*
2. *The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.*
3. *These covenants are to run with the land and be binding on all persons and parties claiming under them.*
4. *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.*
8. *Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.*
9. *The maximum allowable built-upon area per lot is 4,250 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.*
10. *All runoff from the built-upon areas on the lot must drain into the permitted system. This may be accomplished through a variety of means including roof drain gutters which drain to street, grading the lot to drain toward the street, or grading perimeter swales to collect the lot runoff and directing them into a component of the stormwater system. Lots that will naturally drain into the system are not required to provide these additional measures.*

Once obtained, DECLARANT shall transfer the above-described permit and the responsibility for maintenance of the stormwater runoff system and facility to the Association. The Association shall accept conveyance and transfer of such permits and carry out and abide by the duties and obligations contained therein.

EXCEPT AS AMENDED HEREIN, the Protective Covenants is ratified and confirmed by Declarant and shall be and remain in full force and effect.



This the 9th day of February, 2016

IN WITNESS WHEREOF, the DECLARANT has caused this amendment to be executed by its duly authorized manager the day and year first above written.

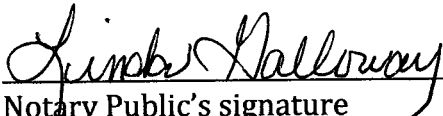
SNOW CREEK GROUP, LLC

By: 
Name: Sean Scanlon
Title: Manager

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

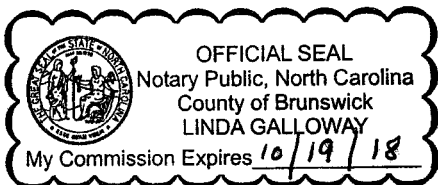
I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: **SEAN SCANLON, MANAGER, SNOW CREEK GROUP, LLC**

Date: 2-9-2016


Notary Public's signature

Notary's Printed Name: Linda Galloway

My Commission Expires: 10/19/18



*Verified by NC drivers license
notarized in Brunswick County*