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ret.

Drawn by: Nelson & Galbreath, LLC

After recording, return to:  
 Redd's Cove Homeowner's Association  
 P.O. Box 2190, Surf City, NC 28445

Reference:  
 Bk 3682, Pg 292; Bk 4112, Pg 100;  
 Bk 4120, Pg 85; Bk 5865, Pg 853.

**STATE OF NORTH CAROLINA**

**COUNTY OF ONSLOW**

**SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS FOR REDD'S COVE, SECTION II  
 ("SECOND SUPPLEMENT")**

THIS SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS FOR REDD'S COVE, SECTION II is made effective this 1<sup>st</sup> Day of  
MARCH, 2024 by Redds Cove Holdings, LLC, a North Carolina limited liability company  
 (hereinafter the "Declarant").

WHEREAS, Declarant's predecessor in interest ("Lanier Family II, LLC") previously imposed  
 that certain Declaration of Covenants, Conditions, and Restrictions for Redd's Cove, Section II, recorded  
 in Book 3682, at Page 292 of the Onslow County Registry as amended by that certain Amended and  
 Restated Declaration of Covenants, Conditions, and Restrictions for Redds Cove, Section II recorded in  
 Book 4112, Page 100, Onslow County Registry, including all future amendments and supplements,  
 (hereinafter the "Declaration") upon a portion of a residential development known as Redd's Cove,  
 Section II.

WHEREAS, Lanier Family Trust II, LLC, previously subjected additional land to the Declaration  
 through that certain First Supplementary Declaration of Covenants, Conditions, and Restrictions for  
 Redd's Cove, Section II, recorded in Book 4120, Page 85, Onslow County Registry, (the "First  
 Supplement").

WHEREAS, Lanier Family Trust II, LLC, a North Carolina limited liability company, assigned  
 its declarant rights under the Declaration to Redds Cove Holdings, LLC, a North Carolina limited liability  
 company, in that certain Assignment of Declarant Rights, recorded in Book 5865, Page 853.

WHEREAS, Declarant desires to record the By-Laws as provided under the Declaration.

WHEREAS, Declarant desires to subject Section 1, Lot 10, as shown on Plat Book 14, Page 50,  
 Onslow County Registry ("Lot 10") to the Declaration and this Second Supplement under Article II,  
 Section 2.2(b) of the Declaration.

WHEREAS, as provided under Article II, Section 2.2(c), due to the different character of Section 1, Lots 10-12, 14-19, 21, and 24, Plat Book 14, Page 50 and Phase 6, Lots 25-51 as shown on Plat Book 86, Page 46, 47, Onslow County Registry, being The Retreat at Redd's Cove, the Declarant desires to impose additional covenants, conditions, restrictions, and assessments to the Owners of Lots within the Retreat at Redd's Cove.

WHEREAS, Declarant has substantially improved the private roads, canals, and waterways in and associated with the Redd's Cove Community, with said roads providing access to the common boat ramp, and desires to provide a fair apportionment of Common Expenses for Common Elements for all Owners.

All capitalized terms used but not defined herein shall have the meanings given to such terms in the Declaration.

NOW, THEREFORE, Declarant declares that the Existing Property and Additional Property, as defined in that certain First Supplement, together with such additions thereto as are hereafter made pursuant to the Declaration and this Second Supplement, shall be held, transferred, sold, conveyed, leased, mortgaged, used, occupied and improved subject to the easements, covenants, conditions, restrictions, servitudes, charges and liens created or provided for by this Second Supplement.

1. Pursuant to Article II, Section 2.2(c) of the Declaration, the Declarant does hereby extend the scheme operation and effect of the Declaration to Lot 10, Plat Book 14, Page 50, Onslow County Registry. Lot 10 shall be subject to the provisions of the Declaration and all present and future owners of Lot 10 shall be subject to the terms and conditions of the Declaration and shall have the rights and privileges set forth therein.
2. DEFINITIONS. The following words and terms have the following definitions unless the context in which they are used clearly indicates otherwise.
  - 2.1. "Approved Builder" shall mean a person or entity that has been approved by the Declarant or the Architectural Review Committee.
  - 2.2. "Bylaws" shall mean the bylaws of the Association as the same may be amended from time to time.
  - 2.3. "Off-Site Sewer Location(s)" shall mean those portions of the Common Area that serve as septic drain fields to certain Septic Lots.
  - 2.4. "Gate" shall mean the electronic gate that separates the public roads within the Community from the Private Road(s).
  - 2.5. "Private Roads(s)" shall mean those roads located within The Retreat at Redd's Cove and maintained by the Association.
  - 2.6. "Redd's Cove Community", "Planned Community", "Property", or "Subdivision" includes the Existing Property and Additional Property, as defined in that certain First Supplement, which encompasses all property under the Declaration.
  - 2.7. "Redd's Cove Lots shall mean Phase 4, Lots 1-2 and Phase 5, Lots 1-~~2~~<sup>6</sup>, as shown on Plat Book 86, Page 44, 45, Onslow County Registry.

- 2.8. "Retreat at Redd's Cove" means Section 1, Lots 10, 11, 12, 14-19, 21, and 24, as shown on Plat Book 14, Page 50 and Phase 6, Lots 25-51 as shown on Plat Book 86, Page 46, 47, Onslow County Registry ("The Retreat").
- 2.9. "Retreat ARC" means those certain Architectural Review Committee and Design Guidelines; Construction Rules and Regulations; and Approved Builder Applications, in which the Retreat at Redd's Cove is hereby subjected to.
- 2.10. "Septic Lots" means those lots that are served by septic systems that tie into an off-site sewage drain field.
3. Retreat ARC. Declarant hereby subjects the Retreat at Redd's Cove to the Retreat ARC under Article II, Section 2.2(c) of the Declaration, and as may be amended from time to time by Declarant or the Association.
- 3.1. No structures, buildings, improvement or construction, which shall include within its definition, clearing, grading, tree removal, excavation and other site work, shall be commenced, erected, or maintained upon any Lot within The Retreat, nor shall any exterior addition to or change or alteration therein (including, without limitation, any change of color) be made to any Lot, except in compliance with the Article and the Retreat ARC, not shall any such work commence until the builder has been approved by the Architectural Review Committee ("Committee") and the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surround structures and topography by the Committee according to the provisions of the Retreat ARC. Structures, buildings and improvements shall include, but not limited to, any dwelling, garage, fence, wall, sidewalk, hedge, tree, mass planting, change in grade or slope, drainage pipe, drainage canal, ditch, swale, catch basin, swimming pool, treehouse, playhouse, sign, flag pole, antenna, satellite dish, exterior illumination monument or marker, outdoor statuary, exterior lights, security lights, storm door, utility facility, patio, deck, screening for outdoor trash cans or other purposes, sprinkler or irrigation system, driveway, outdoor decorative objects, shrubbery or landscaping.
- 3.2. No construction on any Lot within The Retreat or the Redd's Cove Lots shall commence until the builder on such Lot shall have submitted an application for approval, with required fees, to the Committee, and such application has been approved by the Committee. The Committee may refuse approval of any application if the Committee, exercising its sole discretion, finds any cause for such refusal. Upon approval, such builder shall be an Approved Builder as to the Lot for which plans have been submitted and approved by the Committee.
4. Off-Site Sewer
- 4.1. Restrictions. Off-Site Sewer Locations, which may be used as Common Areas, are hereby restricted to those uses that do not interfere with or damage those areas' capability, durability, or longevity to serve as septic drain fields to those certain Septic Lots. The Association may adopt any specific restrictions and financial penalties, as it may deem appropriate, from time to time, to clarify and enforce this restriction.
- 4.2. Off-Site Sewer Location Maintenance. Maintenance and repair of Off-Site Sewer Locations shall be the responsibility of the Association. Each Off-Site Sewer Location serves a group of

specific Septic Lots. All Septic Lots shall pay an additional pro-rata monthly maintenance fee to the Association for each Septic Lot's specific Off-Site Sewer Location. The Association shall keep separate financials for each Off-Site Sewer Location, and only the funds paid by the served Septic Lots Owners may be used to maintain and repair their associated Off-Site Sewer Location. Should repairs to an Off-Site Sewer Location exceed those maintenance funds held by the Association and paid by that location's served Septic Lot Owners, the Association shall impose an assessment on those Septic Lot Owners for the deficit.

5. Gate, Private Road, Boat Ramp, and Dredging.

- 5.1. In accordance with jurisdictional requirements, the Declarant has installed the Gate, which serves for the benefit of the Planned Community.
- 5.2. All Owners shall be provided with a code or card, by the Association, to enter the Gate to access the Planned Community's common boat ramp over the Private Road. Yearly codes or cards shall be renewed by the Association for each Owner upon payment of yearly association dues.
- 5.3. Maintenance and repair of the Gate, Private Roads, and Boat Ramp, including the periodic dredging of the Planned Community's channels and waterway access, shall be the responsibility of the Association. The Association shall assess the Owners pro-rata as follows:
  - a. Owners of Lots within The Retreat at Redd's Cove shall be responsible for ninety percent (90%) of the budgeted maintenance allocations.
  - b. All other Owners shall be responsible for ten percent (10%) of the budgeted maintenance allocations.
- 5.4. At a minimum of every 5 years, or after a Force Majeure event that causes rapid infill of the Community's canals and waterways, the Association shall conduct a third-party assessment of the Community canals and waterways to determine the current depths of the canals and waterways. The Association shall be required to dredge the Community's canals and waterways should such third-party assessment determine the canals and waterways do not meet the following minimum requirements:
  - a. Minimum depth of center channel being 5 feet at low tide; and
  - b. Minimum depth of water's edge being 2 feet at low tide.

6. Additional Fees Allocation for Private Roads, Boat Ramp, Dredging and Off-Site Sewer.

- 6.1. Each Owner in The Retreat shall pay \$1,800 per year per Lot to the Association, which is inclusive of the Community annual assessment, and
- 6.2. \$250 annually for each Lot that's on-site sewer shall be connected to an off-site drain field.

7. Building Setbacks, Min. SF, Max Impervious

- 7.1. All Lots in The Retreat shall have the following minimum setbacks maintained:
  - a. Front-25'
  - b. Side -10' Rear-15'
  - c. Max Height - 45'
- 7.2. In addition to the above setback requirements, waterfront lots will be subject to required buffer per CAMA.

- 7.3. Setbacks should be maintained from the property line, not edge of road. No structure or accessory structure including but not limited to: HVAC, shed, pool, equipment screening, patio, outdoor amenities, stairs or any other structural member should encroach these setbacks, unless otherwise approved by the ARC. Driveways may encroach the side setback up to 3' from the property line.
- 7.4. The minimum heated square footage requirement in The Retreat is 1800 sq. ft.
- 7.5. The following covenants and restrictions are intended to ensure ongoing compliance with the State Management Permit Number SW8 060560 as issued by the Division of Water Quality under NCAC 2H.1000. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with Stormwater Management Permit. The following are to run with the land and be binding on all persons and parties claiming under them and may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality. The Area of Environmental Concern Allocation of Impervious Cover in the 75' Coastal Shoreline AEC (to the extent of the Outstanding Resource Water AEC) is as follows:
- a. Lots 1 – 24 are within the 575's Outstanding Resource Water's Area of Environmental Concern (i.e., the area within which the Div. of Coastal Management has jurisdiction), where Built Upon Area (i.e., impervious) is limited to 25% within the Lot. **Note:** Buildable area on **Lots 11 and 12** will be restricted to 25% of the total lot area landward of the normal high-water line; and
  - b. Lots 25 – 51 are adjacent to High Quality Water waters, which carries a 75' Area of Environmental Concern (i.e., the area within which the Div. of Coastal Management has jurisdiction), where Built Upon Area (i.e., impervious) is limited to 30% within the 75' Area of Environmental Concern (i.e., the area within which the Div. of Coastal Management has jurisdiction).
- 7.6. Built Upon Area (i.e., impervious) within the 30' Buffer, including, but not limited to, shed, gazebos, outbuildings, or any other permanent or non-permanent structure.

**-SIGNATURE PAGE FOLLOWS-**

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

Redd's Cove Holdings, LLC,  
a North Carolina limited liability company

REDD'S COVE HOLDINGS, LLC  
By: [Signature]  
Its: MEMBER

STATE OF NORTH CAROLINA

COUNTY OF Onslow

I, Rachael Quick, a Notary Public for Onslow County, North Carolina, do hereby certify that Charles B. Hamby, as Member of Redd's Cove Holdings, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said company.

Witness my hand and official seal this the 1 day of March, 2024.

[Signature]

Notary Public

My Commission Expires:

Nov. 21, 2028

[SEAL]

**RACHAEL QUICK**  
NOTARY PUBLIC  
Onslow County, North Carolina  
My Commission Expires: 11-21-28