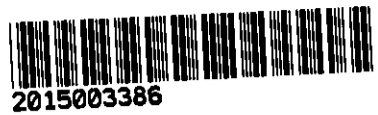


20
44



FOR REGISTRATION REGISTER OF DEED
TAMMY THEUSCH BEASLEY
NEW HANOVER COUNTY, NC
2015 FEB 09 02:41:15 PM
BK. 5867 PG 38-58 FEE \$46.00

INSTRUMENT # 2015003386

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR THE CREEK AT WILLOWICK**

This Declaration, made the 9th day of February, 2015, by **NAVAHO DEVELOPMENT COMPANY, LLC**, a North Carolina limited liability company, hereinafter referred to as "Declarant" or "Developer" for the purposes hereinafter stated,

WITNESSETH

Whereas, Declarant is the owner of certain real property in New Hanover County, North Carolina, known as **THE CREEK AT WILLOWICK**, which is shown on a plat (the "Plat") recorded in the Office of the Register of Deeds of New Hanover County, North Carolina, in Map Book 60, Page 78, to which reference is made for a more particular description (the "Property")

NOW, THEREFORE, Declarant declares that the Property described above shall be held, sold and conveyed subject to the North Carolina Planned Community Act set forth in Chapter 47F of the North Carolina General Statutes (the "Act"), as well as the following easements, restrictions, covenants, and conditions

ARTICLE I

DEFINITIONS

In addition to other terms defined herein, the following capitalized terms shall have the following meanings as used herein

SECTION 1 Additional Property shall mean and refer to any lands, in addition to the above described Property, annexed to and made a part of the Planned Community, whether such lands are now owned or hereafter acquired by Declarant or others, and whether developed by Declarant or others

SECTION 2. Allocated Interest shall mean the Common Expense Liability and votes in the Association allocated to each Lot

SECTION 3 Association shall mean and refer to The Creek at Willowick Homeowners' Association, Inc, a North Carolina non-profit corporation, its successors and assigns, the owners association organized pursuant to the Act for the purposes set forth herein

Jordy Rawl
910-332-8528

SECTION 4 Common Elements shall mean and refer to all lands and easements within or appurtenant to the Planned Community owned or enjoyed by the Association, other than a Lot, and intended for the common use and enjoyment of the Owners, including, without limitation, any private roads and storm water retention ponds within the Planned Community. Common Elements shall also include any areas designated on any plats for the Planned Community as "Open Space", "Common Area", "Common Element", "Recreation Area", "Amenity Area", "conservation area(s)", or other similar designation

SECTION 5 Common Expenses means expenditures made by or financial liabilities of the Association, together with any allocations to reserves

SECTION 6 Common Expense Liability means the liability for Common Expenses allocated to each Lot as permitted by the Act, this Declaration or otherwise

SECTION 7 Declarant shall be used interchangeably with Developer (which designations shall include singular, plural, masculine and neuter as required by the context) and shall mean and refer to Navaho Development Company, LLC, its successors and assigns, if such successors or assigns should acquire undeveloped property from the Declarant or a Lot not previously disposed of for the purpose of development and reserves or succeeds to any Special Declarant Right

SECTION 8 Declarant Control Period shall have the meaning set forth in Article III hereof

SECTION 9 Declaration shall mean this instrument as it may be from time to time amended or supplemented

SECTION 10. Executive Board or Board shall be used interchangeably with the Board of Directors and means the body, regardless of name, designated in this Declaration or otherwise to act on behalf of the Association

SECTION 11. Limited Common Elements shall mean areas and facilities within any Lot which are for the exclusive use of the Lot Owner but which the Association is obligated to maintain pursuant to the terms of this Declaration. The Limited Common Elements shall consist of none (if none, so state)

SECTION 12 Lot(s) shall mean and refer to any portion of the Planned Community designated for separate ownership by a Lot Owner

SECTION 13 Lot Owner or Owner shall mean any Person who owns a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation

SECTION 14 Master Association means a master association as defined in the Act

SECTION 15. Person means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision, or agency or other legal or commercial entity

SECTION 16. Planned Community shall mean and refer to the Property plus any Additional Property made a part of the Planned Community by the exercise of any Special Declarant Right

SECTION 17. Purchaser means any Person, other than the Declarant or a Person in the business of selling real estate for the purchaser=s own account, who by means of a voluntary transfer acquires a legal or equitable interest in a Lot, other than (i) a leasehold

interest (including renewal options) of less than 20 years, or (ii) as security for an obligation

SECTION 18 Reasonable Attorneys= Fees means attorneys= fees reasonably incurred without regard to any limitations on attorneys= fees which otherwise may be allowed by law

SECTION 19 Special Declarant Rights means rights reserved for the benefit of the Declarant including without limitation the right (i) to complete improvements intended or planned by Developer for the Property or Additional Property, (ii) to exercise any development or other right reserved to the Declarant by this Declaration or otherwise; (iii) to maintain within the Planned Community sales offices, management offices, construction offices/trailers, signs advertising the Planned Community, and models; (iv) to use the Common Elements for the purpose of making improvements within the Planned Community, (v) to make the Planned Community part of a larger planned community or group of planned communities, (vi) to make the Planned Community subject to a Master Association, (vii) to appoint or remove any officer or Executive Board member of the Association or any Master Association during the Declarant Control Period or (viii) to permit other land to be annexed to and made part of the Planned Community in accordance with the terms of this Declaration

SECTION 20 Stormwater Permit shall mean State Stormwater Permit # **SWB 140712** issued by the North Carolina Division of Energy, Mineral, and Land Resources (DEMLR), Department of Environment and Natural Resources (DENR)

ARTICLE II

PROPERTY RIGHTS AND EASEMENTS

SECTION 1 Owners' Property Rights and Easement of Enjoyment Every Owner shall have and is hereby granted a right and easement of enjoyment in and to the Common Elements, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

(a) The Association may make and amend reasonable rules and regulations governing use of the Common Elements by the Owners,

(b) The Association may grant a security interest in or convey the Common Elements, or dedicate or transfer all or part of the Common Elements, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by at least eighty percent (80%) of the Members, excluding the Developer, provided, however, that the Association may without the consent of the Owners grant easements, leases, licenses and concessions through or over the Common Elements. No conveyance or encumbrance of Common Elements shall deprive any Lot of its rights of access or support

SECTION 2 Easements in Favor of Declarant and the Association The following easements are reserved to Declarant and the Association, their agents, contractors, employees, successors and assigns

(a) easements as necessary in the lands constituting the Common Elements and the rear and front ten feet of each Lot and side five feet of each Lot for the installation and maintenance of utilities and drainage facilities (including the right to go upon the ground with men and equipment to erect, maintain, inspect, repair and use electric and telephone lines, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public

conveniences or utilities on, in or over each Lot and such other areas as are shown on the plat of the Property or any Additional Property recorded or to be recorded in the office of the Register of Deeds of the county where the Planned Community is located, the right to cut drain ways, swales and ditches for surface water whenever such action may appear to the Developer or the Association to be necessary in order to maintain reasonable standards of health, safety and appearance, the right to cut any trees, bushes or shrubbery, the right to make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance, and the right to locate wells, pumping stations, and tanks within residential areas, or upon any Lot with the permission of the Owner of such Lot) No structures or plantings or other material shall be placed or permitted to remain upon such easement areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion These easement areas (whether or not shown on the recorded plats for the Planned Community) but not the improvements within such areas shall be maintained by the respective Owner except those for which a public authority or utility company is responsible

(b) easements over all private streets, if any, access easements, and Common Elements within the Planned Community as necessary to provide access, ingress and egress, to and the installation of utilities for any Additional Property

(c) an easement of unobstructed access over, on, upon, through and across each Lot and the Limited Common Elements located thereon, if any, at all reasonable times to perform any maintenance and repair to the Limited Common Elements required by this Declaration.

SECTION 3 Other Easements The following additional easements are granted by Declarant

(a) an easement to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services, to enter upon all Lots and Common Elements in the performance of their duties

(b) in case of any emergency originating in or threatening any Lot or Common Elements, regardless of whether any Lot Owner is present at the time of such emergency, the Association or any other person authorized by it, shall have the immediate right to enter any Lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot Owners

(c) the Association is granted an easement over each Lot for the purposes of providing Lot maintenance when an Owner fails to provide maintenance and upkeep in accordance with this Declaration

SECTION 4. Nature of Easements All easements and rights described herein are perpetual easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the Declarant and the Association, their successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Planned Community, or any part or portion thereof, regardless of whether or not reference is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration

ARTICLE III

HOMEOWNERS' ASSOCIATION

SECTION 1 Formation of Association The Association shall be incorporated no

later than the date the first Lot in the Planned Community is conveyed. The Association is a nonprofit corporation organized pursuant to the Nonprofit Corporation Act of the State of North Carolina for the purpose of establishing an association for the Owners of Lots to operate and maintain the Common Elements and any Limited Common Elements in accordance with this Declaration, its Charter and Bylaws. In addition, the Association shall be empowered to perform and/or exercise those powers set forth in the Act as it may be amended from time to time, in addition to any powers and authority granted to it by the Non-profit Corporations Act or otherwise.

SECTION 2 Membership Every Lot Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Lot ownership.

SECTION 3 Voting Rights The Association shall have two classes of voting Membership.

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional voting with respect to any Lot is prohibited.

Class B. The Declarant shall be a Class B Member and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(a) when the total vote outstanding in the Class A Membership equals the total vote outstanding in the Class B Membership, provided, however, the Class B Membership shall be reinstated if thereafter, and before December 31, 2025, Additional Property is added to the Planned Community sufficient to give Class B Membership a total number of votes to exceed those of the Class A Membership, or

(b) on December 31, 2025, or

(c) upon the voluntary surrender of all Class B Membership by the holder thereof.

The period during which there is Class B Membership is sometimes referred to herein as the "Declarant Control Period." During the Declarant Control Period, the Declarant shall have the right to designate and select the Executive Board of the Association and the right to remove any person or persons designated and selected by the Declarant to serve on the Executive Board, and to replace them for the remainder of the term of any person designated and selected by the Declarant to serve on the Executive Board who may resign, die, or be removed by the Declarant.

SECTION 4 Government Permits After completion of construction of any facilities required to be constructed by Declarant pursuant to permits, agreements and easements for the Planned Community, all duties, obligations, rights and privileges of the Declarant under any water, sewer, stormwater and utility agreements, easements and permits for the Planned Community with municipal or governmental agencies or public or private utility companies, shall be the duties, rights, obligations, privileges and the responsibility of the Association, notwithstanding that such agreements, easements or permits have not been

assigned or the responsibilities thereunder specifically assumed by the Association. There are additional provisions made in this Declaration concerning stormwater facilities and the Stormwater Permit.

SECTION 5. Common Elements The Association shall at its sole cost and expense be responsible for the operation and maintenance of each Common Element within the Planned Community from the date of completion of its construction or improvement by the Developer, whether or not (i) such Common Element has actually been deeded to the Association, or (ii) any permit issued by a governmental agency to Declarant for the construction and operation of the Common Element has been transferred from the Declarant to the Association or assumed by the Association. If the Declarant is required by any government agency to provide any operation or maintenance activities to a Common Element for which the Association is liable to perform such operation and maintenance pursuant to this section, then the Association agrees to reimburse the Declarant the cost of such operation and maintenance within 30 days after Declarant renders a bill to the Association therefor. The Association agrees to levy a Special Assessment within 30 days of receipt of such bill to cover the amount thereof if it does not have other sufficient funds available. Declarant shall be entitled to specific performance to require the Association to levy and collect such Special Assessment.

SECTION 6 Insurance The Executive Board on behalf of the Association, as a Common Expense, may at all times keep the Common Elements and other assets of the Association, if any, insured against loss or damage by fire or other hazards and such other risks, including public liability insurance, upon such terms and for such amounts as may be reasonably necessary from time to time to protect such property, which insurance shall be payable in case of loss to the Association for all Members. The Association shall have the sole authority to deal with the insurer in the settlement of claims. In no event shall the insurance coverage obtained by the Association be brought into contribution with insurance purchased by Members or their mortgagees. At a minimum, the Executive Board shall maintain the insurance coverages required by the Act.

SECTION 7 Architectural Control Committee The Executive Board shall perform all duties of the Architectural Control Committee if no such committee is appointed by it, subject, however, to the Special Declarant Rights. Any Architectural Control Committee appointed by the Executive Board shall consist of at least 3 members.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

SECTION 1 Creation of the Lien and Personal Obligation of Assessments Except as hereinafter provided, each Lot Owner covenants and agrees to pay to the Association the following assessments (collectively the "Assessments")

- A Annual Assessments;
- B Special Assessments,
- C Insurance Assessments,
- D Ad Valorem Tax Assessments, and
- E Working Capital Assessments

The Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the respective Lot against which the Assessments are made. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who

was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

SECTION 2 Purpose of Annual Assessments The Annual Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Planned Community and for the maintenance, repair, improvement and replacement of the Common Elements and any Limited Common Elements. The funds arising from said assessments or charges, may be used for any or all of the following purposes: Operations, maintenance and improvement of the Common Elements, and any Limited Common Elements, including payment of utilities, enforcing this Declaration, paying taxes, insurance premiums, legal and accounting fees and governmental charges, establishing working capital, paying dues and assessments to any organization or Master Association or other association of which the Association is a member, and in addition, doing any other things necessary or desirable as determined by the Executive Board to keep the Common Elements and Limited Common Elements in good operating order and repair.

SECTION 3 Annual Assessments The Executive Board shall adopt a proposed annual budget at least 90 days before the beginning of each fiscal year of the Association. Within 30 days after adoption of the proposed budget for the Planned Community, the Executive Board shall provide to all of the Lot Owners a summary of the budget and notice of a meeting to consider its ratification, including a statement that the budget may be ratified without a quorum. The budget is ratified unless at the meeting a majority of all of the Lot Owners in the Association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Executive Board. The Annual Assessment for each Lot shall be established based on the annual budget thus adopted, provided, however, that the first Annual Assessment shall be set by the Declarant prior to the conveyance of the first Lot to an Owner. The date in each Fiscal Year upon which the Annual Assessment shall become due and payable shall be established by the Executive Board. The Executive Board shall have the authority to require the Assessments to be paid in periodic installments. 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.

SECTION 4 Special Assessments In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to the year only for the following purposes:

A To defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements and any Limited Common Elements, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the Members of each class who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting of Owners called for the purpose of approving such Special Assessment shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting.

B Without a vote of the Members, to provide funds to reimburse the Declarant as provided for in Article III, Section 5, hereof.

SECTION 5 Insurance Assessments All premiums on insurance policies purchased by the Executive Board or its designee and any deductibles payable by the Association upon loss shall be a Common Expense, and the Association may at any time levy against the Owners equally an "Insurance Assessment", in addition to the Annual Assessments, which shall be in an amount sufficient to pay the cost of all such deductibles and insurance premiums not included as a component of the Annual Assessment.

SECTION 6 Ad Valorem Tax Assessments All ad valorem taxes levied against the Common Elements, if any, shall be a common expense, and the Association may at any time of year levy against the Owners equally an "Ad Valorem Tax Assessment", in addition to the Annual Assessments, which shall be in an amount sufficient to pay ad valorem taxes not included as a component of the Annual Assessment

SECTION 7 Working Capital Assessments At the time title to a Lot is conveyed to an Owner by Declarant, the Owner shall pay the sum of \$200 00 to the Association as working capital to be used for operating and capital expenses of the Association. Such amounts paid for working capital are not to be considered as advance payment of the Annual or any other Assessments

SECTION 8 Rate of Assessment The Association may differentiate in the amount of Assessments charged when a reasonable basis for distinction exists, such as between vacant Lots of record and Lots of record with completed dwellings for which certificates of occupancy have been issued by the appropriate governmental authority, or when any other substantial difference as a ground of distinction exists between Lots. However, Assessments must be fixed at a uniform rate for all Lots similarly situated

SECTION 9 Commencement of Assessments Except as hereinafter provided, assessments for each Lot shall commence upon the date of acceptance by an Owner of a deed from Declarant

SECTION 10 Effect Of Nonpayment of Assessments And Remedies Of The Association Any Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Elements or abandonment of his Lot. All unpaid installment payments of Assessments shall become immediately due and payable if an Owner fails to pay any installment within the time permitted. The Association may also establish and collect late fees for delinquent installments

SECTION 11 Lien for Assessments. The Association may file a lien against a Lot when any Assessment levied against said Lot remains unpaid for a period of 30 days or longer

(a) The lien shall constitute a lien against the Lot when and after the claim of lien is filed of record in the office of the Clerk of Superior Court of the county in which the Lot is located. The Association may foreclose the claim of lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes. Fees, charges, late charges, fines, interest, and other charges imposed pursuant to Sections 47F-3-102, 47F-3-107, 47F-3-107.1 and 47F-3-115 of the Act are enforceable as Assessments

(b) The lien under this section shall be prior to all liens and encumbrances on a Lot except (i) liens and encumbrances (specifically including, but not limited to, a mortgage or deed of trust on the Lot) recorded before the docketing of the claim of lien in the office of the Clerk of Superior Court, and (ii) liens for real estate taxes and other governmental assessments and charges against the Lot

(c) The lien for unpaid assessments is extinguished unless proceedings to enforce the tax lien are instituted within three years after the docketing of the claim of lien in the office of the Clerk of Superior Court

(d) Any judgment, decree, or order in any action brought under this section shall

include costs and reasonable attorneys' fees for the prevailing party

(e) Where the holder of a first mortgage or deed of trust of record, or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of a first mortgage or first deed of trust, such purchaser and its heirs, successors and assigns shall not be liable for the Assessments against the Lot which became due prior to the acquisition of title to the Lot by such purchaser. The unpaid Assessments shall be deemed to be Common Expenses collectible from all of the Lot Owners including such purchaser, its heirs, successors and assigns

(f) A claim of lien shall set forth the name and address of the Association, the name of the record Owner of the Lot at the time the claim of lien is filed, a description of the Lot, and the amount of the lien claimed

Section 12 Declarant and Builders Notwithstanding any other provisions of this Declaration, no assessments shall be paid by (i) the Declarant and (ii) any Owner who is conveyed a Lot by the Declarant who is a general contractor that intends to resell the Lot for his own account and who does not rent the lot or occupy it for his own use

ARTICLE V

RIGHTS OF DEVELOPER

The Declarant shall have, and there is hereby reserved to the Declarant, the Special Declarant Rights as herein defined and the following rights, powers and privileges which shall be in addition to the Special Declarant Rights and any other rights, powers and privileges reserved to the Declarant herein

SECTION 1 The Architectural Control Committee/Executive Board All duties and responsibilities conferred upon the Architectural Control Committee by this Declaration or the Bylaws of the Association shall be exercised and performed by the Declarant or its designee, so long as Declarant shall own any Lot within the Property or any Additional Property. The Declarant shall be entitled during the Declarant Control Period to appoint and remove the officers and members of the Executive Board

SECTION 2 Plan of Planned Community The right to change, alter or re-designate the allocated planned, platted, or recorded use or designation of any of the lands constituting the Planned Community including, but not limited to, the right to change, alter or re-designate road, utility and drainage facilities and easements and to change, alter or re-designate such other present and proposed amenities, Common Elements, or facilities as may in the sole judgment and discretion of Declarant be necessary or desirable. The Declarant hereby expressly reserves unto itself, its successors and assigns, the right to re-plat any one (1) or more Lots shown on the plat of any subdivision of the Property or Additional Property in order to create one or more modified Lots, to further subdivide tracts or Lots shown on any such subdivision plat into two or more Lots, to recombine one or more tracts or Lots or a tract and Lots to create a larger tract or Lot (any Lot resulting from such recombination shall be treated as one Lot for purposes of Assessments), to eliminate from this Declaration or any plats of the Planned Community Lots that are not otherwise buildable or are needed or desired by Declarant for access or are needed or desired by Declarant for use as public or private roads or access areas, whether serving the Planned Community or other property owned by the Declarant or others, or which are needed for the installation of utilities, Common Elements or amenities, and to take such steps as are reasonably necessary to make such re-platted Lots or tracts suitable and fit as a building site, access area, roadway or Common Elements. The Declarant need not develop, or develop in any particular manner, any lands now owned or hereafter acquired by the Declarant, including any lands shown on plats of the Planned Community as "Future Development". Any such lands shall not be subject to this Declaration unless Declarant expressly subjects them hereto by filing of a supplemental declaration in the Register of Deeds office of the county where the Planned Community is located. Declarant is required by DWQ to state herein the maximum allowed built-upon area for all lots which Declarant has planned to develop within the Planned Community. By listing the maximum built-upon area herein for all such lots, Declarant does not obligate itself to develop in any particular manner or for any particular uses any lands now owned or hereinafter acquired by Declarant which are not shown on the recorded plats referenced herein.

SECTION 3 Amendment of Declaration by the Declarant This Declaration may be amended without Member approval by the Declarant, or the Board of the Association, as the case may be, as follows:

- A In any respect, prior to the sale of the first Lot
- B To the extent this Declaration applies to Additional Property
- C To correct any obvious error or inconsistency in drafting, typing or reproduction
- D To qualify the Association or the Property and Additional Property, or any portion thereof, for tax-exempt status
- E To incorporate or reflect any platting change as permitted by this Article or otherwise permitted herein

F To conform this Declaration to the requirements of any law or governmental agency having legal jurisdiction over the Property or any Additional Property or to qualify the Property or any Additional Property or any Lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of North Carolina, regarding purchase or sale of such Lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Department of Veterans Affairs, U S Department of Housing and Urban Development, the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion. The Declarant may at any time amend this Declaration without Lot Owner approval to change the maximum allowable built-upon area as permitted by DENR or to otherwise comply with any other DENR requirements. Notwithstanding anything else herein to the contrary, only the Declarant, during the Declarant Control Period, shall be entitled to amend this Declaration pursuant to this Section.

SECTION 4 Annexation of Additional Property Declarant may annex to and make a part of the Planned Community any other real property, whether now owned or hereafter acquired by Declarant or others, and whether developed by the Declarant or others (the "Additional Property"). Annexation of Additional Property to the Planned Community shall require the assent of 67 percent of the Class A Members who are voting in person or by proxy at a meeting called for this purpose, provided, however, Additional Property may be annexed to the Planned Community without the assent of the Members so long as the Additional Property is used for residential purposes, roads, utilities, drainage facilities, amenities, and other facilities not inconsistent with residential developments. Subdivisions from Additional Property need not have the same name as prior portions of the Planned Community.

ARTICLE VI

USE RESTRICTIONS, ARCHITECTURAL CONTROL AND MAINTENANCE

SECTION 1 Approval of Plans for Building and Site Improvements. No dwelling, wall or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change in or alteration therein (including painting or repainting of exterior surfaces) be made until the plans and specifications showing the nature, kind, shape, heights, materials, colors 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 surrounding structures and topography by the Architectural Control Committee. If the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and full compliance with this Article will be deemed to have occurred. Refusal or approval of any such plans, location or specification may be based upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Architectural Control Committee shall be deemed sufficient. One copy of all plans and related data shall be furnished to the Architectural Control Committee for its records. The Architectural Control Committee shall not be responsible for any structural or other defects in plans and specifications submitted to it or in any structure erected according to such plans and specifications.

SECTION 2 Minimum Standards for Site Improvements

A The exterior of all dwellings and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder, due to strikes, fires, national emergency, natural calamities, or the complexity of design and construction.

B All service utilities, fuel tanks, and wood piles are to be enclosed within a wall or plant screen of a type and size approved by the Architectural Control Committee, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision. Mail and newspaper boxes shall not be allowed on any Lot (the Declarant is providing centralized mailboxes). Design of mail and newspaper boxes shall be furnished by the Architectural Control Committee. Fences shall be permitted on any Lot, provided, however, that the design, placement, and materials of any fence are approved by the Architectural Control Committee. Clotheslines are not permitted on any Lot.

C All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot for the purpose of illumination shall be clear, white or non-frost lights or bulbs

SECTION 3 Use Restrictions

A Land Use And Building Type No Lot shall be used for any purpose except for residential purposes, subject, however, to the rights of the Declarant contained herein All numbered Lots are restricted for construction of one single family dwelling (plus, a detached garage, if there is not one attached to the residence, and such other accessory buildings as may be approved by the Architectural Control Committee)

B Nuisances No noxious 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 There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or other nature as may diminish or destroy the enjoyment of other Lots by the Owners thereof It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept condition of buildings or grounds on the Owner's Lot which would tend to decrease the beauty of the neighborhood as a whole or the specific area

C Temporary Structures No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot any time as a residence either temporarily or permanently without the written consent of the Architectural Control Committee

D Vehicles/Boats No boat, motor boat, personal water craft, camper, trailer, motor or mobile homes, tractor/trailer, construction equipment or similar type vehicle/equipment, shall be permitted to remain on any Lot or on any street at any time, without the written consent of the Association. No inoperable vehicle or vehicle without current registration and insurance will be permitted on any Lot, street or Common Element. All lawn maintenance equipment shall be stored, when not in use, in a method so as not to be visible from the street. The Association shall have the right to have all such vehicles boats or equipment towed away at the owner's expense. No repairs to any vehicle may be made on streets or in driveways but only in garages or other areas and not visible from the street.

E Animals No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that domesticated dogs, domesticated cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free, are at all times kept properly leashed or under the control of their owner and do not become a nuisance.

F Statuary, TV Satellite Dishes and Outside Antennas No yard statuary or TV satellite signal receiving dishes are permitted on any Lot and no outside radio or television antennas shall be erected on any Lot or dwelling unit unless and until permission for the same has been granted by the Architectural Control Committee, provided, however, satellite dishes not over 18" in diameter which cannot be seen from the street are permitted.

G Construction in Common Elements No Person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Elements except at the direction or with the express written consent of the Association.

H Signs No signs (including "for sale" or "for rent" signs) shall be permitted on any Lot or in the Common Elements without permission of the Executive Board, provided, however, the Declarant may, so long as Declarant owns any Lot, maintain for sale signs on Declarant's Lots and maintain signs on the Common Elements advertising the Planned Community.

I Subdividing. Subject to any rights reserved to the Declarant herein, no Lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Declarant during the Declarant Control Period and thereafter by the Executive Board.

SECTION 4 Maintenance Each Lot Owner shall keep his Lot free from weeds, underbrush or refuse piles, or unsightly growth or objects. All structures shall be kept neat and in good condition and repair. All shrubs, trees, grass and plantings shall be kept neatly trimmed and properly cultivated. In the event that any maintenance activities are necessitated to any Common or Limited Common Element by the willful act or active or passive negligence of any Owner, his family, guests, invitees or tenants, and the cost of such maintenance, repair or other activity is not fully covered by insurance, then, at the sole discretion of the Executive Board, the cost of the same shall be the personal obligation of the Owner and if not paid to the Association upon demand, may be added to and become a part of the Annual Assessment levied against said Owner's Lot.

ARTICLE VII

STORMWATER PERMIT/FACILITIES

SECTION 1 Stormwater Permit The Association and each of its Members agree that at anytime after (i) all work required under the Stormwater Permit has been completed (other than operation and maintenance activities), and (ii) the Developer is not prohibited under DENR regulations from transferring the Stormwater Permit for the Planned Community to the Association, the Association's officers without any vote or approval of Lot Owners, and within 10 days after being requested to do so, will sign all documents required by DENR for the Stormwater Permit to be transferred to the

Association and will accept a deed conveying such facilities to the Association (if not already deeded), provided, however, that at the time the Developer requests that the Association accept transfer of the Stormwater Permit, the Developer has delivered to the Association a certificate from an engineer licensed in the State of North Carolina, dated no more than 45 days before the date of the request, that all stormwater retention ponds, swales and related facilities are constructed in accordance with the plans and specifications therefore. If the Association fails to sign the documents required by this paragraph or to accept a deed conveying such facilities, the Developer shall be entitled to specific performance in the courts of North Carolina requiring that the appropriate Association officers sign all documents necessary for the Stormwater Permit to be transferred to the Association and accept a deed conveying such facilities to the Association. Failure of the officers to sign as provided herein shall not relieve the Association of its obligations to operate and maintain the stormwater facilities covered by the Stormwater Permit.

SECTION 2 Stormwater Facilities Operation and Maintenance Any stormwater retention ponds and related facilities for the Planned Community which have or are to be constructed by or on behalf of Declarant constitute Common Elements and, subject only to the provisions of Section 3 of this Article VII, the Association, at its sole cost and expense, is responsible for the operation and maintenance of such facilities. Such operation and maintenance shall include, but not be limited to, compliance with all of the terms and obtaining any renewals of the Stormwater Permit. Except as provided in Section 3 of this Article VII, the Association shall indemnify and hold harmless the Developer from any obligations and costs under the Stormwater Permit for operation and maintenance of the stormwater retention ponds and related facilities.

SECTION 3 Damage to Storm Water Facilities The Declarant shall at its sole cost and expense be responsible for repairing any damage to storm water facilities caused by the Developer's development activities. The Developer shall not be responsible for damages to stormwater retention ponds and related facilities caused by any other cause whatsoever, including but not limited to construction of residences or other activities by Owners, their agents and contractors, upon their Lots, acts of God, and the negligence of others. Lot Owners shall be responsible for damages to such stormwater facilities caused by construction of buildings or other activities upon the Owner's Lot. Each Owner, shall within 30 days after receipt of notice of damage to stormwater facilities, repair the damage at the Owner's sole cost and expense to return them to the state required by the storm water plans and specifications for the Planned Community. If the Lot Owner fails to do so within said 30-day period, the Association shall perform the work and the cost of the work shall be added to the Annual Assessment due from the Lot Owner.

SECTION 4 Enforcement Of Storm Water Runoff Regulations The Property is subject to certain restrictive covenants imposed by DENR, which are set forth in **Exhibit A** attached hereto and incorporated herein by reference. The attached restrictive covenants, among other things, limits the built upon area permitted on each Lot.

ARTICLE VIII

LOTS SUBJECT TO DECLARATION/ENFORCEMENT

SECTION 1 Lots Subject to Declaration The covenants and restrictions contained in this Declaration are for the purpose of protecting the value and desirability of the Planned Community and the Lots. All present and future Owners, tenants and occupants of Lots and their guests or invitees, shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such Owner, tenant or occupant. The covenants and restrictions of this Declaration shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot, their heirs, successors and assigns, as though such provisions were made a part of each and every deed of conveyance or lease, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated by the Lot Owners.

SECTION 2 Enforcement and Remedies The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable (by proceedings at law or in equity) by the Association, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns. The Executive Board shall be entitled to enforce its Articles of Incorporation, Bylaws and Rules and Regulations. In addition to the remedies otherwise provided for herein concerning the collection of Assessments, the following remedies shall be available:

A Association to Remedy Violation In the event an Owner (or other occupant of a Lot) is in violation of or fails to perform any maintenance or other activities required by this Declaration, the Association's Bylaws, Charter or Rules and Regulations, the Executive Board, after 30-days notice, may enter upon the Lot and remedy the violation or perform the required maintenance or other activities, all at the expense of the Owner. The full amount of the cost of remedying the violation or performing such maintenance or other activities shall be chargeable to the Lot, including collection costs and reasonable attorneys' fees. Such amounts shall be due and payable within 30 days after Owner is billed. If not paid within said 30 day period, the amount thereof may immediately be added to and become a part of the Annual Assessment levied against said Owner's Lot. In the event that any maintenance activities are necessitated to any Common or Limited Common Elements by the willful act or active or passive negligence of any Owner, his family, guests, invitees or tenants, and the cost of such maintenance, repair or other activity is not fully

covered by insurance, then, at the sole discretion of the Executive Board, the cost of the same shall be the personal obligation of the Owner and if not paid to the Association upon demand, may immediately be added to and become a part of the Annual Assessment levied against said Owner's Lot

B Fines The Association may in accordance with the procedures set forth in the Act establish a schedule of and collect fines for the violation of this Declaration or of the Association's Articles of Incorporation, Bylaws or Rules and Regulations. If an Owner does not pay the fine when due, the fine shall immediately become a part of and be added to the Annual Assessment against the Owner's Lot and may be enforced by the Association as all other Assessments provided for herein

C Suspension of Services and Privileges The Association may, in accordance with the procedures set forth in the Act, suspend all services and privileges provided by the Association to an Owner (other than rights of access to Lots) for any period during which any Assessments against the Owner's lot remain unpaid for at least 30 days or for any period that the Owner or the Owner's Lot is otherwise in violation of this Declaration or the Association's Charter, Bylaws, or Rules and Regulations

SECTION 3 Miscellaneous Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The remedies provided herein are cumulative and are in addition to any other remedies provided by law

ARTICLE IX

GENERAL PROVISIONS

SECTION 2 Rights of Institutional Note Holders Any institutional holder of a first lien on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the Planned Community or the property securing its loan, (e) receive written notice of any sixty-day (60) delinquency in the payment of Assessments or charges owed by any Owner of any property which is security for the loan, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, (g) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of any master insurance policy

SECTION 3 Utility Service Declarant reserves the right to subject the Property to contracts for the installation of utilities, cable TV and street lighting, which may require an initial payment and/or a continuing monthly payment by the Owner of each Lot. Each Lot Owner will be required to pay for any water connections, sewer connections, impact fees or any other charges imposed by any entity furnishing water, sewer or other utility service to the Lots. In the alternative, the Developer may collect such connection, impact and other fees, and charges directly from the Lot Owners. All Lot Owners shall be required, for household purposes, to use water and sewer supplied by the companies/governmental units servicing the Planned Community. Separate water systems for outside irrigation and other outdoor uses shall not be permitted without the consent of the Architectural Control Committee.

SECTION 4 Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 5 Amendment of Declaration Except in cases of amendments that may be executed by the Declarant under this Declaration or by certain Lot Owners under Section 47F-2-118(b) of the Act, this Declaration may be amended by affirmative vote or written agreement signed by Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated, or by the Declarant if necessary for the exercise of any Special Declarant Right or development or other right reserved to the Declarant herein.

SECTION 6 FHAVA Approval So long as there is Class B membership, annexation of Additional Properties, dedication of Common Elements and amendments to this Declaration must be approved by the Federal Housing Administration and/or the Department of Veterans Affairs, as the case may be, if either of those agencies has approved the making, insuring or guaranteeing of mortgage loans within the Planned Community.

SECTION 7 North Carolina Planned Community Act It is the intent of the Declarant to comply with the requirements imposed on the Planned Community by the Act and to the extent any of the terms of this Declaration violate the Act, the terms of the Act shall control.

IN TESTIMONY WHEREOF, Declarant has caused this Declaration to be signed in its name by its duly authorized manager as of the day and year first above written.

NAVAHO DEVELOPMENT COMPANY, LLC

By. 

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Staci Lynne Nicholson, certify that the following person(s) personally appeared before me this day, and (mark [] one box)

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____

A credible witness _____ (insert name of witness) has sworn to the identity of the principal(s),

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated

Principal's Name	Capacity
Michael Craig Stevens	Member/Manager of Navaho Development Company, LLC

on behalf of and as the act of the following entity NAVAHO DEVELOPMENT COMPANY, LLC
(Insert "N/A" if "individual" or "trustee" inserted in Capacity column above)

Date 1/26/2015 Staci Lynne Nicholson, Notary Public
Staci Lynne Nicholson (print name[required])

(official seal)

My commission expires 11/20/2018

<p>STACI LYNNE NICHOLSON NOTARY PUBLIC BRUNSWICK COUNTY, NC</p>

**EXHIBIT A
DEED RESTRICTIONS
AND PROTECTIVE COVENANTS**

- 1 The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 140712 Modification, as issued by the Division of Energy, Mineral and Land Resources under NCAC 2H 1000
- 2 The state of North Carolina is beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit
- 3 These covenants run with the land and are 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 Energy, Mineral and Land Resources
- 5 Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Energy, Mineral and Land Resources
- 6 The maximum allowable built-upon area per lot for The Park at Willowick is 2,682 square feet This allotted amount includes any built-upon area constructed within the property boundaries, and that portion of the right-of-way between the front property line and the edge of the pavement Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina,

driveways and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

- 7 Filling in, piping or altering any 3:1 vegetative conveyed conveyances (ditches, swales, etc) associated with the development except for average driveway crossings, is strictly prohibited by any persons
- 8 A 30' wide vegetated buffer must be maintained between all built upon area and the mean high water line of surface waters
- 9 All roof drains shall terminate at least 30' from the mean high water mark of surface waters
- 10 Filling in, piping or altering any designated 5:1 curb outlet swale or vegetated area associated with the development is prohibited by any persons
- 11 Each designated curb outlet swale or 100 foot vegetated area shown on the approved plan must be maintained at a minimum of 100' long, maintain 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, maintain a dense vegetated cover, and be located in either a dedicated common area or a recorded drainage easement .
- 12 "Lots within CAMA's Area of Environmental Concern may have the permitted maximum built-upon area reduced due to CAMA jurisdiction within the AEC "
- 13 The placement of dredged or fill material, or development within, or disturbance, digging or other impacts to waters of the US 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 a separate notification to and approval by the Division of Water Resources Stormwater and Wetlands (401) Sections



TAMMY THEUSCH BEASLEY
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration. 02/09/2015 02:41:15 PM

Book: RE 5867 Page: 38-58

Document No : 2015003386

21 PGS \$46.00

Recorder: JOHNSON, CAROLYN

State of North Carolina, County of New Hanover

PLEASE RETAIN YELLOW TRAILER PAGE WITH ORIGINAL DOCUMENT.

2015003386

2015003386

3
20

BK: RB 6024
 PG: 1964-1967
 RECORDED:
 12-15-2016
 02:48:13 PM
 BY: ANDREA CRESWELL
 ASSISTANT



2016040812
 NEW HANOVER COUNTY, NC
 TAMMY THEUSCH BEASLEY
 REGISTER OF DEEDS

NC FEE \$26.00

Prepared by and return to: Smith Moore Leatherwood LLP (DGM)

STATE OF NORTH CAROLINA :
 COUNTY OF NEW HANOVER :
 SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR THE CREEK AT WILLOWICK (this "Supplemental Declaration") is made effective as of the 15 day of December, 2016, by **NAVAHO DEVELOPMENT COMPANY, LLC**, a North Carolina limited liability company (the "Declarant");

WITNESSETH:

WHEREAS, Declarant previously recorded that certain Declaration of Covenants Conditions and Restrictions for The Creek at Willowick in Book 5867, page 38, New Hanover County Registry (as amended, modified or supplemented from time to time, the "Declaration"); and

WHEREAS, Article V, Section 4 of the Declaration provides that Declarant may, without the assent of Members, submit to the terms of the Declaration additional property so long as the additional property is used for residential purposes, roads, utilities, drainage facilities, amenities, and other facilities not inconsistent with residential developments; and

WHEREAS, Declarant desires to submit to the terms of the Declaration the additional property described in Section 2 of this Supplemental Declaration below and represents that such additional property will be used for residential purposes, roads, utilities, drainage facilities, amenities, and other facilities not inconsistent with residential developments; and

NOW THEREFORE, Declarant hereby declares that the real property located in New Hanover County, North Carolina, being more particularly described in Section 2 of this Supplemental Declaration below, is, and shall be, submitted to, and shall be held, transferred, sold and conveyed subject to, the terms of the Declaration, upon the terms and conditions set forth herein, and that the Declaration shall be further supplemented and amended as set forth herein;

1. Recitals and Exhibits. The foregoing recitals and all exhibits to this Supplemental Declaration are hereby incorporated herein by this reference.

2. Submission of Additional Property. Founder hereby submits the following described property (the "Additional Property") to the terms of the Declaration:

Being all of the real property shown on that certain plat entitled "The Creek at Willowick, Phase 3" dated Nov. 22, 2016, prepared by Atlantic Coast Survey, PLLC and recorded in Map Book 62, page 229, Office of the Register of Deeds for New Hanover County, North Carolina, reference to which plat is hereby made for a more particular description.

3. Stormwater Management Permit. The Additional Property shall be subject to the stormwater management provisions contained in the Declaration, including, without limitation, the provisions set forth in Exhibit A attached to the Declaration.

4. Miscellaneous. All capitalized but undefined terms used in this Supplemental Declaration shall have the meaning ascribed to such terms in the Declaration. The Additional Property shall be subject to all the terms, covenants, requirements and conditions of the Declaration,

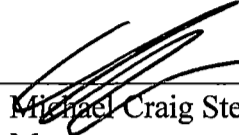
the provisions of which are specifically incorporated herein by reference, and all references therein to the property shall be deemed to include and encompass the Additional Property as if the Additional Property were, and had been, enumerated in the Declaration when originally filed.

(SIGNATURE AND NOTARY ACKNOWLEDGMENT PAGE FOLLOWS)

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be duly executed the day and year first above written.

DECLARANT:

NAVAHO DEVELOPMENT COMPANY, LLC,
a North Carolina limited liability company

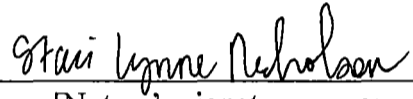
By:  (SEAL)
Name: Michael Craig Stevens
Title: Manager

STATE OF NORTH CAROLINA

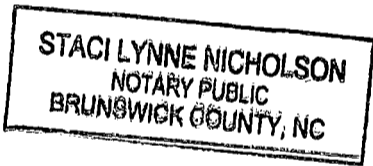
COUNTY OF NEW HANOVER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael Craig Stevens, Manager of Navaho Development Company, LLC.

Today's Date: Dec. 9, 2016.


[Notary's signature as name appears on seal]

Staci Lynne Nicholson
[Notary's printed name as name appears on seal]



My commission expires: 11/20/2018

[Affix Notary Seal in Space Above]

TAMMY THEUSCH
BEASLEY
Register of Deeds

New Hanover County Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7751




State of North Carolina, County of NEW HANOVER
Filed For Registration: 12/15/2016 02:48:13 PM
Book: RB 6024 Page: 1964-1967
4 PGS \$26.00
Real Property \$26.00
Recorder: ANDREA CRESWELL
Document No: 2016040812

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.

11
2600

BK: RB 6068		
PG: 76-87		2017019882
RECORDED: 06-21-2017		NEW HANOVER COUNTY, NC
10:34:50 AM		TAMMY THEUSCH BEASLEY
BY: ANGELA ENGLISH DEPUTY		REGISTER OF DEEDS
		NC FEE \$26.00

Prepared by and return to: Smith Moore Leatherwood LLP (DGM)

STATE OF NORTH CAROLINA : **AMENDMENT TO**
COUNTY OF NEW HANOVER : **SUPPLEMENTAL DECLARATION**

THIS AMENDMENT TO SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR THE CREEK AT WILLOWICK (this "Amendment") is made effective as of the ___ day of June, 2017, by **NAVAHO DEVELOPMENT COMPANY, LLC**, a North Carolina limited liability company (the "Declarant");

WITNESSETH:

WHEREAS, Declarant previously recorded that certain Declaration of Covenants Conditions and Restrictions for The Creek at Willowick in Book 5867, page 38, New Hanover County Registry (as amended, modified or supplemented from time to time, the "Declaration"); and

WHEREAS, Declarant subjected Phase 3, The Creek at Willowick to the terms of the Declaration pursuant to instrument recorded in Book 6024, page 1964, New Hanover County Registry (the "Supplemental Declaration"); and

WHEREAS, on June 7, 2017, the Division of Energy, Mineral and Land Resources, Environmental Quality, State of North Carolina approved a modification to Stormwater Management Permit Number SW8 140712 (the "Modified Permit"), which is the permit applicable to the property encumbered by the Declaration; and

WHEREAS, the Modified Permit allows for a revised maximum built upon area for lots 105 through 109, inclusive, as such lots are shown on that map recorded in Map Book 62, page 362, New Hanover County Registry;

NOW THEREFORE, Declarant hereby amends the Supplemental Declaration as set forth herein;

1. Recitals and Exhibits. The foregoing recitals and all exhibits to this Amendment are hereby incorporated herein by this reference.

2. Stormwater Management Permit. Section 3 of the Supplemental Declaration is amended to provide that the maximum built upon area for each of Lot 105, Lot 106, Lot 107, Lot 108 and Lot 109, as such lots are shown on that map recorded in Map Book 62, page 362, New Hanover County Registry, shall be 3,209 square feet. A copy of the Modified Amendment is attached to this Amendment as **Exhibit A**.

3. Effect of Amendment. In the event of any conflict or inconsistency between the terms of this Amendment and the Supplemental Declaration or the Declaration, the terms of this Amendment shall prevail, and the term "Supplemental Declaration" shall hereafter mean the Supplemental Declaration as modified by this Amendment. Except as herein modified, all terms and provisions of the Supplemental Declaration and the Declaration are hereby ratified and confirmed and shall remain in full force and effect throughout the original and extended term of the Supplemental Declaration and the Declaration, and Declarant does ratify and affirm the provisions thereof.

4. Miscellaneous. All capitalized but undefined terms used in this Amendment shall have the meaning ascribed to such terms in the Supplemental Declaration and the Declaration. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.

(SIGNATURE AND NOTARY ACKNOWLEDGMENT PAGE FOLLOWS)

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be duly executed the day and year first above written.

DECLARANT:

NAVAHO DEVELOPMENT COMPANY, LLC,
a North Carolina limited liability company

By: [Signature] (SEAL)
Name: Michael Craig Stevens
Title: Manager

STATE OF NORTH CAROLINA

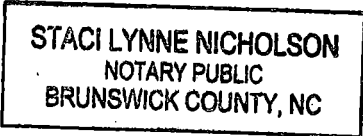
COUNTY OF NEW HANOVER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael Craig Stevens, Manager of Navaho Development Company, LLC.

Today's Date: 6/20, 2017.

[Signature]
[Notary's signature as name appears on seal]

Staci Lynne Nicholson
[Notary's printed name as name appears on seal]



My commission expires: 11/20/2018

[Affix Notary Seal in Space Above]

Exhibit A

Modified Permit
(attached)

06-07-'17 13:27 FROM- Mainfax

9103502004

T-277 P0001/0007 F-395



Energy, Mineral &
Land Resources
ENVIRONMENTAL QUALITY

June 7, 2017

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

TRACY DAVIS
Director

Mr. A.V. Saffo, Member
Navaho Development Company, LLC
5710 Oleander Dr., Unit 200
Wilmington, NC 28403

**Subject: Approved Minor Modification
The Creek at Willowick
Stormwater Permit No. SW8 140712
New Hanover County**

Dear Mr. Saffo:

On May 31, 2017, the Wilmington Regional Office of the Division of Energy, Mineral and Land Resources received a minor modification application for changes to the approved plans for Stormwater Management Permit Number SW8 140712. It has been determined that the nature of the proposed change meets the definition of a minor modification in that it does not result in an increase in the size of the permitted stormwater control measure (SCM) and does not increase the amount of built-upon area. Please refer to Attachment 1 for a detailed description of the current proposed minor modification. We are forwarding you an approved copy of the modified plans for your files. Please add the attached plans to the previously approved plan set.

Please replace the previously issued permit with the modified permit, dated June 7, 2017, attached, including modified deed restrictions.

Please be aware that all terms and conditions of the permit originally issued on September 3, 2017, remain in full force and effect, *including the requirement to revise or amend the recorded deed restrictions with the updated built-upon area allocations*. However, please note that the modified permit does not impose new or different terms; it merely restates some of the previous terms to provide you with a better understanding of your obligations under the permit. Please also understand that the approval of this minor modification to the subject State Stormwater Permit is done on a case-by-case basis. Any other changes to this project must be approved through this Office prior to construction. The approval of this minor modification does not preclude the permittee from complying with all other applicable statutes, rules, regulations or ordinances which may have jurisdiction over the proposed activity, and obtaining a permit or approval prior to construction.

If you have any questions concerning this matter, please do not hesitate to call Christine Hall at (910) 796-7215 or via email at christine.hall@ncdenr.gov.

Sincerely,

Tracy Davis, P.E., Director
Division of Energy, Mineral and Land Resources

GDS\canh: \\Stormwater\Permits & Projects\2014\140712 LD\2017 06 permit_minor 140712

Enclosure: Attachment 1 - Permitting History for SW8 140712

cc: Howard Resnik, Coastal Site Design
New Hanover County Building Inspections
New Hanover County Engineering
Wilmington Regional Office Stormwater File

06-07-'17 13:27 FROM- Mainfax

9103502004

T-277 P0002/0007 F-395
State Stormwater Management Systems
Permit No. SW8 140712

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF ENERGY, MINERAL AND LAND RESOURCES

STATE STORMWATER MANAGEMENT PERMIT
LOW DENSITY DEVELOPMENT WITH A CURB OUTLET SYSTEM

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

Navaho Development Company, LLC

The Creek at Willowick

1300 Navaho Trail, Wilmington, New Hanover County

FOR THE

construction, operation and maintenance of a 25% low density subdivision with a curb outlet system in compliance with the provisions of 15A NCAC 2H .1000, effective September 1, 1995 (hereafter referred to as the "stormwater rules") and the approved stormwater management plans and specifications, and other supporting data as attached and on file with and approved by the Division of Energy, Mineral and Land Resources 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. The overall tract built-upon area percentage for the project must be maintained below 25%, per the requirements of the stormwater rules. This permit covers the construction of a total of 435,483 square feet of built-upon area (BUA), which includes 435,483 square feet of proposed BUA.
2. Each of the 100 lots is limited to a maximum amount of built-upon areas as indicated in Section II.11 (f) of this permit. CAMA and/or 401 Division regulations may reduce the built-upon area for those lots within the AEC or areas of impact.
3. This project proposes a curb outlet system. Each designated curb outlet swale or 100 foot vegetated area shown on the approved plan must be maintained at a minimum of 100 foot long, maintain 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, maintain a dense vegetated cover, and be located in either a dedicated common area or a recorded drainage easement.
4. No piping shall be allowed except those minimum amounts necessary to direct runoff beneath an impervious surface such as a road or under driveways to provide access to lots.
5. Runoff conveyances other than the curb outlet system swales, such as perimeter ditches, must be vegetated with side slopes no steeper than 3:1 (H:V).
6. Each lot in the subdivision covered by this permit will maintain a minimum 30-foot wide vegetative buffer between all impervious areas and surface waters.
7. All roof drains must terminate at least 30 foot from the Mean High Water mark.

06-07-'17 13:28 FROM- Mainfax

9103502004

T-277 P0003/0007 F-395

State Stormwater Management Systems
Permit No. SW8 140712

8. Approved plans and specifications for projects covered by this permit are incorporated by reference and are enforceable parts of the permit.

II. SCHEDULE OF COMPLIANCE

1. No person shall alter the approved stormwater management system or fill in, alter, or pipe any drainage feature (such as swales) shown on the approved plans as part of the stormwater management system, except for minimum driveway crossings, unless and until the permittee submits a modification to the permit and receives approval from the Division.
2. The maximum built-upon area assigned to each lot via this permit and the recorded deed restrictions may not be increased or decreased by either the individual lot owner or the permittee unless and until the permittee notifies the Division and obtains written approval from the Division.
3. Curb outlet swales, vegetated areas 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, per the approved plans.
4. During construction, erosion shall be kept to a minimum and any eroded areas of the swales or other vegetated conveyances will be repaired immediately.
5. The permittee shall at all times provide and perform the operation and maintenance necessary as listed in the signed Operation and Maintenance Agreement, such that the permitted curb outlet swales and stormwater management system functions at its optimum efficiency.
6. 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 the approved plans, regardless of size.
 - 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. The project area is defined as all property owned by the permittee, for which Sedimentation and Erosion Control Plan approval or a CAMA Major permit was sought.
 - d. Filling in, piping, altering, modifying, removing, relocating, or redirecting any runoff conveyance shown on the approved plan, except for a minimum driveway crossing.
 - e. The construction of any future BUA noted on the application.
 - f. The construction of permeable pavement for BUA credit.
7. The Director may determine that other revisions to the project should require a modification to the permit.
8. The permittee is responsible for verifying that the proposed built-upon area on each individual lot and for the entire project does not exceed the allowable built-upon area. Once the lot transfer is complete, the built-upon area may not be revised without approval from the Division of Energy, Mineral and Land Resources, and responsibility for meeting the built-upon area limit is transferred to the individual property owner.
9. 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. The permittee shall submit the Certification to the Division within 30 days of completion of the project.
10. The permittee shall submit all information requested by the Director or his representative within the time frame specified in the written information request.

06-07-17 13:28 FROM- Mainfax

9103502004

T-277 P0004/0007 F-395
State Stormwater Management Systems
Permit No. SW8 140712

11. 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, at a minimum, the following statements related to stormwater management:
- The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 140712, as issued by the Division of Energy, Mineral and Land Resources under NCAC 2H.1000, effective September 1, 1995.
 - The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
 - These covenants are to run with the land and be binding on all persons and parties claiming under them.
 - The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the Division.
 - Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division.
 - The maximum built-upon area per lot is as follows:

Lot #	BUA max, sf
77-104	2,682
105-109	3,209
110-157	2,682
158	3,209
159-160	3,210
161-176	2,682

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, any and all structures, asphalt, concrete, gravel, brick, stone, slate, rock, coquina, driveways, and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

- Filling in, piping or altering any 3:1 vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is prohibited by any persons.
 - Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.
 - Filling in, piping or altering any designated 5:1 curb outlet swale or vegetated area associated with the development is prohibited by any persons.
 - A 30 foot vegetated buffer must be maintained between all built-upon area and the Mean High Water line of surface waters.
 - All roof drains shall terminate at least 30 foot from the Mean High Water mark.
 - Each designated curb outlet swale or 100 foot vegetated area shown on the approved plan must be maintained at a minimum of 100 foot long, maintain 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, maintain a dense vegetated cover, and be located in either a dedicated common area or a recorded drainage easement.
 - The placement of dredged or fill material, or development within, or disturbance, digging or other impacts to waters of the US 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 a separate notification to and approval by the Division of Water Resources Stormwater and Wetlands (401) Sections.
12. The permittee must submit a copy of the recorded deed restrictions within 30 days of the date of recording.
13. The final plats for the project will be recorded showing all required swale easements and common areas, in accordance with the approved plans.

06-07-'17 13:28 FROM- Mainfax

9109502004

T-277 P0005/0007 F-395
State Stormwater Management Systems
Permit No. SW8 140712

14. 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.
15. Prior to transfer of ownership, the swales must be inspected and determined to be in compliance with the permit. Any deficiencies must be repaired or replaced prior to the transfer.

III. GENERAL CONDITIONS

1. This permit is not transferable to any person or entity except after notice to and approval by the Director. The permittee shall submit a completed and signed Name/Ownership Change Form, accompanied by the supporting documentation as listed on the form, to the Division of Energy, Mineral and Land Resources at least 60 days prior to any one or more of the following events:
 - a. Any ownership change including:
 - i. The assignment of declarant rights to another individual or entity;
 - ii. The sale or conveyance of the project area in whole or in part, except in the case of an individual lot sale that is made subject to the recorded deed restrictions;
 - iii. The sale or conveyance of the common areas to a Homeowner's or Property Owner's Association, subject to the requirements of Session Law 2011-256;
 - iv. Dissolution of the partnership or corporate entity, subject to NCGS 57D-2-01(e) and NCGS 57D-6-07;
 - b. Bankruptcy;
 - c. Foreclosure, subject to the requirements of Session Law 2013-121;
 - d. A name change of the current permittee;
 - e. A name change of the project;
 - f. A mailing address change of the permittee;
2. The Permittee is responsible for compliance with all the terms and conditions of this permit until such time as the Division approves the permit transfer in writing. Neither the sale of the project area, in whole or in part, nor the conveyance of common area to a third party constitutes an approved transfer of the stormwater permit.
3. 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.
4. The permit issued shall continue in force and effect until revoked or terminated. 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.
5. The issuance of this permit does not preclude the Permittee from complying with any and all statutes, rules, regulations, or ordinances imposed by other government agencies (local, state and federal), which have jurisdiction. If any of those permits or approvals result in revisions to the plans, a permit modification must be submitted.
6. Any person or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in N.C.G.S. 143, Article 21.
7. The permittee grants permission to DENR Staff to enter the property during business hours for the purposes of inspecting the stormwater control system and its components.

06-07-'17 13:29 FROM- Mainfax

9103502004

T-277 P0006/0007 F-395
State Stormwater Management Systems
Permit No. SW8 140712

Permit modified and re-issued this the 7th day of June 2017.

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION



Tracy Davis, P.E., Director
Division of Energy, Mineral and Land Resources
By Authority of the Environmental Management Commission

Permit Number SW8 140712

06-07-'17 13:29 FROM- Mainfax

9103502004

T-277 P0007/0007 F-395

Attachment 1 - Permitting History for SW8 140712

Approval Date	Description of Revision
9/3/2014	Project was split from SW8 060748 and given its own permit, SW8 140712.
6/7/2014	The original 4,218 sf amenity center / future BUA allocation is reallocated to lots 105-109 and 158-160. No additional BUA has been allocated for future development.

TAMMY THEUSCH
BEASLEY
Register of Deeds

New Hanover County Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7716



State of North Carolina, County of NEW HANOVER
Filed For Registration: 06/21/2017 10:34:50 AM
Book: RB 6068 Page: 76-87
12 PGS \$26.00
Real Property \$26.00
Recorder: ANGELA ENGLISH
Document No: 2017019882

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.

BK: RB 6088

PG: 642-652

RECORDED:

09-14-2017

04:21:42 PM

BY: CAROL HUGHLEY
DEPUTY

2017029882

NEW HANOVER COUNTY, NC

TAMMY THEUSCH BEASLEY

REGISTER OF DEEDS

NC FEE \$26.00

*Return to
B. Kaiser
7213 Ogden Business Lane, Suite 213
Witt. NC 28711*

Prepared by and return to: Smith Moore Leatherwood LLP (DGM)

STATE OF NORTH CAROLINA

SUPPLEMENTAL DECLARATION

COUNTY OF NEW HANOVER

THIS SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR THE CREEK AT WILLOWICK (this "Supplemental Declaration") is made as of the 17th day of September, 2017, by NAVAHO DEVELOPMENT COMPANY, LLC, a North Carolina limited liability company (the "Declarant");

WITNESSETH:

WHEREAS, Declarant previously recorded that certain Declaration of Covenants Conditions and Restrictions for The Creek at Willowick in Book 5867, page 38, New Hanover County Registry (as amended, modified or supplemented from time to time, the "Declaration "); and

WHEREAS, Article V, Section 4 of the Declaration provides that Declarant may, without the assent of Members, submit to the terms of the Declaration additional property so long as the additional property is used for residential purposes, roads, utilities, drainage facilities, amenities, and other facilities not inconsistent with residential developments; and

WHEREAS, Declarant desires to submit to the terms of the Declaration the additional property described in Section 2 of this Supplemental Declaration below and represents that such additional property will be used for residential purposes, roads, utilities, drainage facilities, amenities, and other facilities not inconsistent with residential developments; and

WHEREAS, ON June 7, 2017, the Division of Energy, Mineral and Land Resources, Environmental Quality, State of North Carolina approved a modification to Stormwater Management Permit Number SW8 I40712 (the "Modified Permit"), which is the permit applicable to the property encumbered by the Declaration; and

WHEREAS, the Modified Permit allows for a revised maximum built upon area for lots 158, 159 and 160, as such lots are shown on that map recorded in Map Book 63, page 317, New Hanover County Registry (the "Map");

NOW THEREFORE, Declarant hereby declares that the real property located in New Hanover County, North Carolina, being more particularly described in Section 2 of this Supplemental Declaration below, is, and shall be, submitted to, and shall be held, transferred, sold and conveyed subject to, the terms of the Declaration, upon the terms and conditions set forth herein, and that the Declaration shall be further supplemented and amended as set forth herein;

1. Recitals and Exhibits. The foregoing recitals and all exhibits to this Supplemental Declaration are hereby incorporated herein by this reference.

2. Submission of Additional Property. Founder hereby submits the following described property (the "Additional Property") to the terms of the Declaration:

Being all of the real property shown on that certain plat entitled "The Creek at Willowick, Phase 4" dated July 5th, 2017, prepared by Atlantic Coast Survey, PLLC and recorded in Map Book 63, page 317, Office of the Register of Deeds for New Hanover County, North Carolina, reference to which plat is hereby

made for a more particular description.

3. Stormwater Management Permit. The Declaration is amended to provide that the maximum built upon area for Lot 158, as such lot is shown on the Map, shall be 3,209 square feet, and that the maximum built upon area for each of Lot 159 and Lot 160, as such lots are shown on the Map, shall be 3,210 square feet. A copy of the Modified Permit is attached to this Supplemental Declaration as **Exhibit A**.

4. Easements.

(a) Access and Grading Easement. Declarant reserves and establishes for the benefit of the Additional Property and in favor of Declarant and its agents, contractors and employees, a nonexclusive, temporary easement for reasonable use, grading, access, ingress and egress over: (i) the "New 30' Public Utility and Drainage Easement" as shown on the Map; and (ii) the "New Private Temporary Access, Maintenance and Grading Easement", containing approximately 14,776 square feet, as shown on the Map (collectively, the "Temporary Access and Grading Easement Areas"). No barriers, fences, abrupt grade changes or other obstructions shall be erected that interfere with Declarant's ability to remove erosion control devices and to grade and stabilize the Temporary Access and Grading Easement Areas. This temporary easement shall expire upon Navaho's completion of the work described in this Section 4(a).

(b) Maintenance Easements. Declarant reserves and establishes for the benefit of the Additional Property in in favor of Declarant and its successors, assigns, agents, contractors and employees a non-exclusive perpetual easement over, under, and upon: (i) the "5' Private Maintenance & Access Easement" on the eastern boundary line of Lot 152, as shown on the Map; and (ii) the "5' Private Maintenance & Access Easement" of Lot 151, as shown on the Map. The owners of Lot 151 and Lot 152 may install fencing within the above-described easement areas. In the event that Declarant or The Creek at Willowick Homeowner's Association, Inc. (the "HOA") requires removal of the fencing in order to complete maintenance work, the HOA will pay for removal and reinstallation of the fencing.

5. No Implied Easements. Nothing contained in this Declaration creates any rights in the general public or dedicates for public use any portion of the Property. No easements shall be implied by this Declaration, except those expressly described in Section 4.

6. Effect of Amendment. In the event of any conflict or inconsistency between the terms of this Supplemental Declaration and the Declaration, the terms of this Supplemental Declaration shall prevail, and the term "Declaration" shall hereafter mean the Declaration as modified by this Supplemental Declaration. Except as herein modified, all terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect throughout the original and extended term of the Declaration, and Declarant does ratify and affirm the provisions thereof.

7. Miscellaneous. All capitalized but undefined terms used in this Supplemental Declaration shall have the meaning ascribed to such terms in the Declaration. The Additional Property shall be subject to all the terms, covenants, requirements and conditions of the Declaration, the provisions of which are specifically incorporated herein by reference, and all references therein to the property shall be deemed to include and encompass the Additional Property as if the Additional Property were, and had been, enumerated in the Declaration when originally filed.

(SIGNATURE AND NOTARY ACKNOWLEDGMENT PAGE FOLLOWS)

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be duly executed the day and year first above written.

DECLARANT:

NAVAHO DEVELOPMENT COMPANY, LLC,
a North Carolina limited liability company

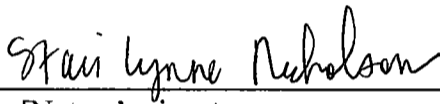
By:  (SEAL)
Name: Michael Craig Stevens
Title: Manager

STATE OF NORTH CAROLINA

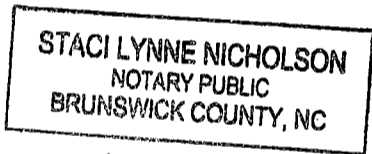
COUNTY OF NEW HANOVER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Michael Craig Stevens, Manager of Navaho Development Company, LLC.

Today's Date: September 8, 2017.


[Notary's signature as name appears on seal]

Staci Lynne Nicholson
[Notary's printed name as name appears on seal]



My commission expires: 11/20/2018

[Affix Notary Seal in Space Above]

06-07-'17 13:27 FROM- Mainfax

9103502004

T-277 P0001/0007 F-395



Energy, Mineral &
Land Resources
ENVIRONMENTAL QUALITY

June 7, 2017

Mr. A.V. Saffo, Member
Navaho Development Company, LLC
5710 Oleander Dr., Unit 200
Wilmington, NC 28403

**Subject: Approved Minor Modification
The Creek at Willowick
Stormwater Permit No. SW8 140712
New Hanover County**

Dear Mr. Saffo:

On May 31, 2017, the Wilmington Regional Office of the Division of Energy, Mineral and Land Resources received a minor modification application for changes to the approved plans for Stormwater Management Permit Number SW8 140712. It has been determined that the nature of the proposed change meets the definition of a minor modification in that it does not result in an increase in the size of the permitted stormwater control measure (SCM) and does not increase the amount of built-upon area. Please refer to Attachment 1 for a detailed description of the current proposed minor modification. We are forwarding you an approved copy of the modified plans for your files. Please add the attached plans to the previously approved plan set.

Please replace the previously issued permit with the modified permit, dated June 7, 2017, attached, including modified deed restrictions.

Please be aware that all terms and conditions of the permit originally issued on September 3, 2017, remain in full force and effect, *including the requirement to revise or amend the recorded deed restrictions with the updated built-upon area allocations*. However, please note that the modified permit does not impose new or different terms; it merely restates some of the previous terms to provide you with a better understanding of your obligations under the permit. Please also understand that the approval of this minor modification to the subject State Stormwater Permit is done on a case-by-case basis. Any other changes to this project must be approved through this Office prior to construction. The approval of this minor modification does not preclude the permittee from complying with all other applicable statutes, rules, regulations or ordinances which may have jurisdiction over the proposed activity, and obtaining a permit or approval prior to construction.

If you have any questions concerning this matter, please do not hesitate to call Christine Hall at (910) 796-7215 or via email at christine.hall@ncdenr.gov.

Sincerely,

Tracy Davis, P.E., Director
Division of Energy, Mineral and Land Resources

GDS\canh: \\Stormwater\Permits & Projects\2014\140712-LD\2017 06 permit_minor 140712

Enclosure: Attachment 1 - Permitting History for SW8 140712

cc: Howard Resnik, Coastal Site Design
New Hanover County Building Inspections
New Hanover County Engineering
Wilmington Regional Office Stormwater File

Exhibit A

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

TRACY DAVIS
Director

06-07-'17 13:27 FROM- Mainfax

9103502004

T-277 P0002/0007 F-395

State Stormwater Management Systems
Permit No. SWB 140712

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF ENERGY, MINERAL AND LAND RESOURCES

STATE STORMWATER MANAGEMENT PERMIT
LOW DENSITY DEVELOPMENT WITH A CURB OUTLET SYSTEM

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

Navaho Development Company, LLC

The Creek at Willowick

1300 Navaho Trail, Wilmington, New Hanover County

FOR THE

construction, operation and maintenance of a 25% low density subdivision with a curb outlet system in compliance with the provisions of 15A NCAC 2H .1000, effective September 1, 1995 (hereafter referred to as the "stormwater rules") and the approved stormwater management plans and specifications, and other supporting data as attached and on file with and approved by the Division of Energy, Mineral and Land Resources 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. The overall tract built-upon area percentage for the project must be maintained below 25%, per the requirements of the stormwater rules. This permit covers the construction of a total of 435,483 square feet of built-upon area (BUA), which includes 435,483 square feet of proposed BUA.
2. Each of the 100 lots is limited to a maximum amount of built-upon areas as indicated in Section II.11 (f) of this permit. CAMA and/or 401 Division regulations may reduce the built-upon area for those lots within the AEC or areas of impact.
3. This project proposes a curb outlet system. Each designated curb outlet swale or 100 foot vegetated area shown on the approved plan must be maintained at a minimum of 100 foot long, maintain 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, maintain a dense vegetated cover, and be located in either a dedicated common area or a recorded drainage easement.
4. No piping shall be allowed except those minimum amounts necessary to direct runoff beneath an impervious surface such as a road or under driveways to provide access to lots.
5. Runoff conveyances other than the curb outlet system swales, such as perimeter ditches, must be vegetated with side slopes no steeper than 3:1 (H:V).
6. Each lot in the subdivision covered by this permit will maintain a minimum 30-foot wide vegetative buffer between all impervious areas and surface waters.
7. All roof drains must terminate at least 30 foot from the Mean High Water mark.

06-07-'17 13:28 FROM- Mainfax

9103502004

T-277 P0003/0007 F-395

State Stormwater Management Systems

Permit No. SW8 140712

8. Approved plans and specifications for projects covered by this permit are incorporated by reference and are enforceable parts of the permit.

II. SCHEDULE OF COMPLIANCE

1. No person shall alter the approved stormwater management system or fill in, alter, or pipe any drainage feature (such as swales) shown on the approved plans as part of the stormwater management system, except for minimum driveway crossings, unless and until the permittee submits a modification to the permit and receives approval from the Division.
2. The maximum built-upon area assigned to each lot via this permit and the recorded deed restrictions may not be increased or decreased by either the individual lot owner or the permittee unless and until the permittee notifies the Division and obtains written approval from the Division.
3. Curb outlet swales, vegetated areas 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, per the approved plans.
4. During construction, erosion shall be kept to a minimum and any eroded areas of the swales or other vegetated conveyances will be repaired immediately.
5. The permittee shall at all times provide and perform the operation and maintenance necessary as listed in the signed Operation and Maintenance Agreement, such that the permitted curb outlet swales and stormwater management system functions at its optimum efficiency.
6. 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 the approved plans, regardless of size.
 - 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. The project area is defined as all property owned by the permittee, for which Sedimentation and Erosion Control Plan approval or a CAMA Major permit was sought.
 - d. Filling in, piping, altering, modifying, removing, relocating, or redirecting any runoff conveyance shown on the approved plan, except for a minimum driveway crossing.
 - e. The construction of any future BUA noted on the application.
 - f. The construction of permeable pavement for BUA credit.
7. The Director may determine that other revisions to the project should require a modification to the permit.
8. The permittee is responsible for verifying that the proposed built-upon area on each individual lot and for the entire project does not exceed the allowable built-upon area. Once the lot transfer is complete, the built-upon area may not be revised without approval from the Division of Energy, Mineral and Land Resources, and responsibility for meeting the built-upon area limit is transferred to the individual property owner.
9. 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. The permittee shall submit the Certification to the Division within 30 days of completion of the project.
10. The permittee shall submit all information requested by the Director or his representative within the time frame specified in the written information request.

06-07-'17 13:28 FROM- Mainfax

9103502004

T-277 P0004/0007 F-395

State Stormwater Management Systems
Permit No. SW8 140712

11. 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, at a minimum, the following statements related to stormwater management:
- The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 140712, as issued by the Division of Energy, Mineral and Land Resources under NCAC 2H.1000, effective September 1, 1995.
 - The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
 - These covenants are to run with the land and be binding on all persons and parties claiming under them.
 - The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the Division.
 - Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division.
 - The maximum built-upon area per lot is as follows:

Lot #	BUA max, sf
77-104	2,682
105-109	3,209
110-157	2,682
158	3,209
159-160	3,210
161-176	2,682

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, any and all structures, asphalt, concrete, gravel, brick, stone, slate, rock, coquina, driveways, and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

- Filling in, piping or altering any 3:1 vegetated conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is prohibited by any persons.
 - Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.
 - Filling in, piping or altering any designated 5:1 curb outlet swale or vegetated area associated with the development is prohibited by any persons.
 - A 30 foot vegetated buffer must be maintained between all built-upon area and the Mean High Water line of surface waters.
 - All roof drains shall terminate at least 30 foot from the Mean High Water mark.
 - Each designated curb outlet swale or 100 foot vegetated area shown on the approved plan must be maintained at a minimum of 100 foot long, maintain 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, maintain a dense vegetated cover, and be located in either a dedicated common area or a recorded drainage easement.
 - The placement of dredged or fill material, or development within, or disturbance, digging or other impacts to waters of the US 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 a separate notification to and approval by the Division of Water Resources Stormwater and Wetlands (401) Sections.
12. The permittee must submit a copy of the recorded deed restrictions within 30 days of the date of recording.
13. The final plats for the project will be recorded showing all required swale easements and common areas, in accordance with the approved plans.

06-07-'17 13:28 FROM- Mainfax

9103502004

T-277 P0005/0007 F-395
State Stormwater Management Systems
Permit No. SW8 140712

14. 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.
15. Prior to transfer of ownership, the swales must be inspected and determined to be in compliance with the permit. Any deficiencies must be repaired or replaced prior to the transfer.

III. GENERAL CONDITIONS

1. This permit is not transferable to any person or entity except after notice to and approval by the Director. The permittee shall submit a completed and signed Name/Ownership Change Form, accompanied by the supporting documentation as listed on the form, to the Division of Energy, Mineral and Land Resources at least 60 days prior to any one or more of the following events:
 - a. Any ownership change including:
 - i. The assignment of declarant rights to another individual or entity;
 - ii. The sale or conveyance of the project area in whole or in part, except in the case of an individual lot sale that is made subject to the recorded deed restrictions;
 - iii. The sale or conveyance of the common areas to a Homeowner's or Property Owner's Association, subject to the requirements of Session Law 2011-256;
 - iv. Dissolution of the partnership or corporate entity, subject to NCGS 57D-2-01(e) and NCGS 57D-6-07;
 - b. Bankruptcy;
 - c. Foreclosure, subject to the requirements of Session Law 2013-121;
 - d. A name change of the current permittee;
 - e. A name change of the project;
 - f. A mailing address change of the permittee;
2. The Permittee is responsible for compliance with all the terms and conditions of this permit until such time as the Division approves the permit transfer in writing. Neither the sale of the project area, in whole or in part, nor the conveyance of common area to a third party constitutes an approved transfer of the stormwater permit.
3. 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.
4. The permit issued shall continue in force and effect until revoked or terminated. 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.
5. The issuance of this permit does not preclude the Permittee from complying with any and all statutes, rules, regulations, or ordinances imposed by other government agencies (local, state and federal), which have jurisdiction. If any of those permits or approvals result in revisions to the plans, a permit modification must be submitted.
6. Any person or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in N.C.G.S. 143, Article 21.
7. The permittee grants permission to DENR Staff to enter the property during business hours for the purposes of inspecting the stormwater control system and its components.

06-07-'17 13:29 FROM- Mainfax

9103502004

T-277 P0006/0007 F-395
State Stormwater Management Systems
Permit No. SW8 140712

Permit modified and re-issued this the 7th day of June 2017.

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION



For Tracy Davis, P.E., Director
Division of Energy, Mineral and Land Resources
By Authority of the Environmental Management Commission

Permit Number SW8 140712

06-07-'17 13:29 FROM- Mainfax

9103502004

T-277 P0007/0007 F-395

Attachment 1 - Permitting History for SW8 140712

Approval Date	Description of Revision
9/3/2014	Project was split from SW8 060748 and given its own permit, SW8 140712.
6/7/2014	The original 4,218 sf amenity center / future BUA allocation is reallocated to lots 105-109 and 158-160. No additional BUA has been allocated for future development.

TAMMY THEUSCH
BEASLEY
Register of Deeds

New Hanover County

Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7716



State of North Carolina, County of NEW HANOVER
Filed For Registration: 09/14/2017 04:21:42 PM
Book: RB 6088 Page: 642-652
11 PGS \$26.00
Real Property \$26.00
Recorder: CAROL HUGHLEY
Document No: 2017029882

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.