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**DECLARATION AND DEVELOPMENT PLAN  
 FOR THE CLARIDAY ESTATES  
 RESIDENTIAL SUBDIVISION  
 INCLUDING COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration, covenants and restrictions for CLARIDAY ESTATES is made the 27<sup>th</sup> day of October, 2023 by O & P LAND DEVELOPERS, LLC, a North Carolina Limited Liability Company, hereinafter referred to as the "Developer" of CLARIDAY ESTATES.

**RECITALS**

The Developer is the owner of certain real property located near Calabash, Brunswick County, North Carolina and desires to establish a scheme and plan for the development, use and enjoyment thereof in order to provide for the preservation of the values and amenities in the community and for the maintenance, repair, replacement and administration of the common areas and facilities located thereon.

NOW THEREFORE, the Developer does hereby declare that all of the property as identified in Article 2, together with any additional property which may hereafter be added pursuant to the provisions of Article 2, be held, transferred, conveyed, occupied and used subject to the following easements, covenants, conditions, restrictions, liens, and charges which shall run with the title to the real property and which shall be binding upon and inure to the benefit of all of the parties having any right, title or interest in the above described properties their, heirs, successors and assigns.

**ARTICLE ONE  
PLAN OF DEVELOPMENT**

The Developer is planning and is in the process of developing a planned double-wide manufactured single-family detached residential community on its property near Calabash, Brunswick County, North Carolina. The residential structure "placed shall be limited to what is commonly defined as triple-wide, double-wide, and modular and manufactured which shall be set up on permanent brick foundations so as to become a permanent structure. The homes shall have composition roofing shingles and must have a break in or on the roof at the side of the house which is at the front elevation view. These breaks can be dormers, gables extended roofs covering



porches, decks, verandas, etc. The purpose of these requirements is to enhance the overall character and appearance of the community.

All additions, changes or modifications to a home or a residence shall comply with these requirements. To insure compliance with these requirements, any property owner desiring to make additions, changes and modifications to home or residence shall submit detailed plans of the additions, changes and modifications to be made to The Clariday Estates Property Owners Association, Inc. (the "Association") for approval; additionally, the property owner shall sign a contract guaranteeing that he or she will adhere to the plans submitted for approval and complete the additions, changes and modifications by a certain date, which date shall not exceed six months.

Water and sewer will be available through Brunswick County and/or its successors. All homes must derive their water and sewer through these public facilities.

Electrical services will be provided by Brunswick Electric Membership Corporation and/or its successors and telephone service will be available through FOCUS Broadband, and/or its successors. These utility lines will be underground.

There will be a property owners association which may be formed by the Developer at anytime it deems expedient. The purpose of the Association will be to take over the management and maintenance of the community and enforce this Master Declaration when the Developer turns management and control over to it. There will be certain fees for maintenance of the private streets and common areas so as to provide for and fund maintenance and repairs. Initially, the Developer and its successors will carry out the functions of the property owners association.

This statement of the development plan is general in nature and maybe modified or amended at anytime by the Developer.

WHEREAS, as successor to the rights of the Clariday Woods, Inc., formerly known as the Developer, the Developer has all the rights of the former Developer and, to the extent the term "Developer" is used in this Amendment refers to O & P Land Developers, LLC.

**ARTICLE TWO**  
**APPLICABILITY**

These restrictions shall apply to all of the lots as shown on the map of Clariday Estates as duly recorded in Map Cabinet ~~K147~~ Pages ~~379, 97~~ inclusive of the Brunswick Registry and to any further and future maps of the subdivision which shall be recorded in the Brunswick Registry with a notation on the face of the map that the lots shown thereon are subject to this Master Development Plan and the covenants, conditions and restrictions contained herein. No lot or parcel of property owned by the Developer shall be subject to this Master Development Plan until a plat thereof referring to and incorporating this Master Plan as being applicable is filed of record.

**ARTICLE THREE**  
**TERM**

This Master Declaration and Development Plan and Restrictive Covenants (hereinafter referred to as " Master Declaration and Development Plan ") shall affect and



run with the land to which it applies and shall exist and be binding upon all parties and all persons claiming under them until December 31, 2040, and shall continue in full force and effect thereafter until fifty-five (55%) percent of the owners have, by written vote, agreed to amend or terminate them. The Developer, reserves the right to modify or amend this Master Declaration and Development Plan after any plat has been recorded subjecting the lot or parcel thereon to them, provided such modification of the Master Declaration and Development Plan does not materially alter the basic plan of development. Once this Master Declaration and Development Plan has been amended or modified, such amendment or modification shall extend to be applicable to all lots or parcels subject to the amendment or modification, whether sold prior to or subsequent to such amendment or modification.

**ARTICLE FOUR**  
**MUTUALITY OF BENEFIT AND OBLIGATION**

This Master Declaration and Development Plan and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot or parcel to which this Master Declaration and Development Plan is made applicable and is intended to create mutual, equitable servitudes upon each of said lots or parcels in favor of each and all of the other lots or parcels therein; to create reciprocal rights between the respective owners of all said lots or parcels; to create a privity of contract and state between the grantees of said lots, their heirs, successors and assigns, to operate as covenants running with the land for the benefit of each and all other lots or parcels subject to this Master Declaration and Development Plan and their respective owners.

**ARTICLE FIVE**  
**USE**

No lot, area or parcel to which this Master Declaration and Development Plan applies shall be used except for detached single-family residential purposes, unless specifically approved by the Developer. Only what is described as double-wide manufactured homes may be used as the single-family detached residential unit. No structure shall be erected, placed or permitted to remain on any lot other than one detached single-family residence of the type described and such outbuildings as are usually accessory to a single-family detached dwelling.

**ARTICLE SIX**  
**GENERAL PROHIBITIONS AND REQUIREMENTS**

A. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot, except as needed for construction, and any such temporary building shall be removed after construction has been completed.

B. No lot or lots shall be divided or subdivided, nor shall any portion or any less than the whole of any one lot be sold or conveyed; except that a lot may be subdivided into two portions and conveyed to the owners of the adjoining lots on either side, so as to become parts thereof; provided, however, that the property thus combined shall be considered as one lot for the purpose of these covenants.

C. The home shall only be placed in the area as provided for herein or as directed by the Developer.

D. The homes must not be less than 28' X 48' excluding the hitch in this measurement.

E. The home and any stoops, porches, decks, etc. shall be underpinned with brick within 45 days from date of placement on the lot and the brick must be the same brick as used in the construction of the headwall at the driveway ditch. The wheels and axle must be removed as a part of the set up. No home shall be more than three (3) years of age from date of manufacture when it is placed on the lot. In addition to having been manufactured within three (3) years, the particular home must be approved by the Developer which may reject any home it deems incompatible with the other homes in the subdivision.

F. No motorcycle, motorbike, automobile, truck or motorized vehicle shall be parked or stored overnight on any street, right of way which is from the center of the road to the property line located within the subdivision. All motor vehicles belonging to current residents shall be parked on concrete driveways only and have current registration and inspection certificates. Should a motor vehicle not meet this classification, it may not be stored or parked on the lot unless it is inside the closed garage. A motor vehicle is defined as "every vehicle which is self propelled and every vehicle designed to run upon the highways which is pulled by a self-propelled vehicle. This shall not include Mopeds as defined in the North Carolina G.S. 20-4.01.

G. The landscaping is to change the natural features of the ground so as to make it more attractive, as by adding lawns, trees, bushes, etc. and is to be completed within ninety (90) days from the placement of the house on the lot.

H. No animals or livestock of any description, except the usual household pets, shall be kept on any Lot or Dwelling. Should the household pet be a dog or other large pet, it shall be kept in the Dwelling or kept on a leash accompanied by a person and shall not be allowed to run loose in the development.

I. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted. Should there be an attendant building on the lot, it shall be well maintained, including any painting. The Developer reserves the right to enter the lot to correct the violation of this requirement and charge a minimum of \$25.00 per entry or the actual cost for such work which ever sum is greater.

J. The lots in the subdivision will be served by Public Utility Company which will provide water and sewer service; therefore, no water well or sewage disposal facility shall be allowed or maintained on the lot without the specific prior written approval of the Developer.

K. No stale garbage, or any other condition conducive to the breeding of flies and rodents, or otherwise prejudicial to the health or well being of the lot owners, shall be permitted to continue on any lot. In this connection all garbage containers must be placed in appropriate receptacle as approved by the Developer.

L. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or any annoyance to the neighboring lot owners. No outside burning of wood, leaves, trash, garbage, refuse or material of any kind shall be permitted.



- M. The dwelling must be the first structure placed on the lot.
- N. Appurtenant buildings or attachments to the dwellings may be site built provided: (1) they are approved as to architectural style including color and located as directed by the Developer; and (2) they have as their exterior siding and roof, the same or similar building material as used in the main dwelling. All porches, decks, stoops, etc. attached to any dwelling shall be underpinned with the same brick whether attached or unattached to the dwelling.
- O. No more than one home shall be placed on any lot. The home must be anchored as required by the appropriate regulatory agency.
- P. No motorcycle, motorbike, or motorized vehicle (except automobiles and trucks) shall be used on the streets or otherwise in the subdivision except for the purpose of coming from the state highway to a particular lot or parcel or from a particular lot or parcel to a fixed location within the subdivision or to the state highway. Recreational riding of motorcycles, motorbikes, or other similar motorized vehicles in the streets or other areas of the subdivision is hereby expressly prohibited. Further, no person shall operate any vehicle unless he holds a valid driver's license.
- Q. The home must be placed perpendicular with the street right-of-way line unless otherwise specifically allowed on a particular lot by the Developer. When practical, a side property line setback of not less than five feet (5') and a front setback line from the street right-of-way line of not less than thirty (30') feet must be observed.
- R. In those cases where there is a drainage ditch or drainage way separating the lot from the abutting street requiring drainage pipes to be installed, the pipes shall be metal or concrete and be installed under the supervision of the Developer and shall have brick headwalls. Failure to install the drainage pipes and headwalls under the supervision of the Developer grants to the Developer the right to enter the premises and remove the incorrectly installed drainage pipes and headwalls and correctly install the same at the expense of the lot owner. Filling in outfall ditches, whether along the front or rear of any lot, is prohibited.
- S. A satellite dish may be installed in or attached to the rear of a dwelling by a lot owner; provided, the satellite dish shall be no larger than eighteen inches in diameter. The diameter of the dish shall be determined by measuring on a straight line across the center of the dish from side to side.
- T. No fence shall be placed on any portion of any lot unless approved by the Association. Any owner desiring to construct a fence on his or her lot shall submit to the Association for approval a drawing showing the proposed location, height, and design of the fence. All fences shall be constructed of certified treated lumber, plastic coated chain link or vinyl, and shall be kept in good repair. All fences shall be painted white in color on both sides. No fence constructed on a lot shall exceed six feet in height. The finished side of any fence constructed on a lot shall face the adjoining lot or street. Outside clotheslines or other facilities for drying and airing clothes are prohibited. No clothing, towels, rugs or similar items shall be hung on any railing, fence, hedge or wall.
- U. Should the home owner elect to cultivate a vegetable garden for his/her own personal use, all plant support devices shall be decorative and pleasing to the eye.
- V. No sign or advertising poster of any kind (specifically including "For Sale" or "For Rent" signs) may be maintained or permitted on any lot or improvement thereon except under the



following circumstances: (1) a sign may be placed on the property as may be required pursuant to a legal proceeding; (2) A sign may be placed on the property displaying the name, city and state of residence of the owner; (3) A sign may be placed on the property in connection with offering it for sale or rent; (4) A sign placed on the property in connection with the property being offered for sale or rent by the owner shall display the words "For Sale by Owner" or "For Rent by Owner" along with the appropriate contact information. Signs may not exceed 30" by 24" and must be weather resistant and professionally manufactured. Mounting for the sign may be constructed of wire or rod frames made specifically for such sign displays, pressure treated lumber, or properly finished cantilevered post assemblies. Signs must be located on the property and may not be located within the right of way of the roadway; (5) A sign placed on the property in connection with the property being offered for sale or rent by a real estate agency shall display the words "For Sale" or "For Rent" along with the appropriate agency contact information. Signs may not exceed 30" by 24" and must be weather resistant and professionally manufactured. Mounting for the sign may be constructed of wire or rod frames made specifically for such sign displays, pressure treated lumber, or properly finished cantilevered post assemblies. Signs must be located on the property and may not be located within the right of way of the roadway.

W. Mail box receptacles and newspaper receptacles may not be placed on any lot or within the street right-of-way in front of any lot without prior approval of the Developer. The purpose of this provision is to require a uniformed standard type of mail box and newspaper receptacle so as to promote the overall appearance of the subdivision.

X. The home, as stated in Article Six, Section D, must be not less than 24' X 40' excluding the hitch and also must be equipped with a dormer. In addition, the front door shall have an entry deck or stoop which shall not be less than 4' X 6' in size and this deck or stoop area shall be underpinned with the same brick as used for the home or other material approved by the Developer. In addition, the home shall have a composition type roof. The driveway connecting the lot with the adjoining street shall be constructed out of concrete. The driveway shall be constructed toward the front of the lot, so as to connect the lot with the street located in front of any dwelling placed on the lot. No lot owner shall eliminate the driveway connecting his or her lot to the street located in front of the dwelling on their lot. The installation of the driveway shall be subject to inspection by the Developer, and should upon inspection, the Developer find that the driveway has been improperly constructed, the Developer reserves the right to enter the premises and correct the deficiency. The cost of any such correction shall be the legal liability of the lot owner and shall constitute a lien on the lot until it is paid.

Y. Any violation of any of the provisions of Article 6 may, at the option of the Developer, be corrected by the Developer, and if necessary the Developer, its agent and employees may enter the lot for the purpose of correcting the violation. Any such entry shall not be a trespass. Should, however, the Developer elect to correct the violation by entry to the premises, it shall first give written 10 day notice to the owner first allowing the owner to correct the violation. Notice shall be given by posting the premises and also by letter deposited in the U.S. Mail addressed to the last known address of the owner on file with the Developer. The cost of any such action by the Developer shall constitute a lien



against the lot and it shall be a personal obligation of the lot owner, all as described in Article 9 herein.

**ARTICLE SEVEN**  
**OWNERSHIP, USE AND ENJOYMENT OF STREETS AND COMMON AREAS**

Each of the streets and common areas in CLARIDAY ESTATES now or hereafter designated on any plat of thereof is a private street and private amenity, and neither the Developer's, execution nor recording of the plat, nor any other act of the Developer with respect to the property, is or is intended to be, or shall be construed as a dedication to the public of any said streets or for the public use of any common area other than as reflected therein. An easement for the use and enjoyment of the streets and recreational amenities is reserved to the Developer, its successors and assigns and to the persons who are from time to time members of CLARIDAY ESTATES Property Owners Association. The ownership of the streets and common areas within the subdivision shall be in the Developer, its successors, grantees, or assigns, and the use and enjoyment thereof shall be on such terms and conditions as the Developer, its successors, grantees or assigns shall from time to time provide.

**ARTICLE EIGHT**  
**THE CLARIDAY ESTATES PROPERTY OWNERS ASSOCIATION**

A. Every person, upon acquiring title to any property subject to this Master Declaration and Development Plan, shall automatically become a member (with all of the rights, duties and obligations associated therewith) of The Clariday Estates Property Owners Association, when such owners association is organized by the Developer. The Property Owners Association may only be organized by the Developer and may be organized any time the Developer deems expedient. The Property Owners Association shall be a North Carolina non-profit corporation and is hereinafter referred to as the "Association". Once the Association is formed, every person who holds title to any property, subject to this Master Declaration and Development Plan, shall become and remain a member with all of the rights, duties and obligations associated therewith as long as he or she is an owner of such property and shall be bound by this Master Declaration and Development Plan. The Developer, shall appoint the original directors of the association, who need not be property owner.

B. The general purposes of the Association, shall be: (1) to maintain all private streets; (2) to maintain all private amenities; (3) to maintain and landscape all common areas; (4) to construct amenities as deemed appropriate on any common lands for the private use and enjoyment of the property owners, their invitees and guests, through special assessments as hereinafter described; (5) to maintain streets within the subdivision; (6) to establish the fees necessary to carry out these duties; (7) to promulgate and enforce rules and regulations regarding use of the private streets and amenities subject to this Master Declaration and Development Plan; (8) and to succeed to all the rights, authority and power of the Developer pursuant to Article 10 herein.

C. The Association, shall in addition to the powers in its Articles of Incorporation, have the power to levy and collect from every member of the Association a uniform annual charge for the purpose of carrying out the duties and responsibilities under this Master Declaration and Development Plan. The amount of the charge shall be determined by the Board of Directors of the Association after consideration of its current financial needs and also after considering the



future needs of the association in order to carry out its duties and responsibilities as set out in this Master Declaration and Development Plan. The Board of Directors of the Association may impose special assessments provided such special assessments fall within its general purpose and provided that they are uniform for every property owner and further at least 60% of the property owners subject to this Master Declaration and Development Plan vote in writing for the proposed special assessment. Such special assessment, once properly imposed, shall constitute a lien on the lot as well as being a personal obligation of the owners until paid in full.

D. All assessments, regular and special, shall be on a lot for lot basis. All voting rights by members in the association will be one lot basis, that is, each owner will be entitled to cast a vote for each lot he owns subject to this Master Development Plan. In case more than one person owns a lot, then the owners, among themselves, shall select the person to cast the vote for their lot.

E. The Developer hereby acknowledges that preceding the execution of this amendment that the Property Owners Association has in fact been organized, has assumed control of and is managing the subdivision. The Developer hereby agrees binds and obligates itself and any successor Developer to pay to the Association for each lot it owns in the subdivision fifty (50%) of the annual dues assessed by the Association against the individual lots owned by other property owners in the subdivision. The Developer has, prior to the execution of this amendment, transferred title to the Property Owners Association for the streets, amenities and common areas free and clear of liens or encumbrances except this Master Declaration and Development Plan. As long as the Developer is considered as a Class B member of the Association, the following actions by the Developer and Association will require the prior approval of the Department of Veterans Affairs: additions of additional properties, dedication of common areas and Amendments of this Master Declaration and Development Plan.

#### **ARTICLE NINE**

#### **PAYMENT OF FEES, FINES, AND CHARGES AND PROOF OF PAYMENT**

Every property owner by acceptance of a deed of conveyance, which is subject to this Master Declaration and Development Plan, hereby agrees and obligates himself, his heirs, successors or assigns, as a continuing personal obligation to the payment of required fees, fines and charges to the Developer or the Association, as the case may be, and further that all such fees, fines and charges including costs and attorney's fees for collection, with or without suit, shall constitute a lien. "All past-due fees and common expense assessments due to the Association shall bear interest at the rate of eighteen (18%) per annum. " Except as amended herein, the Master Declaration, together with covenants, conditions and restrictions contained therein shall remain in full force. The Developer or the Association may file a NOTICE OF CLAIM OF LIEN with the office of the Clerk of Superior Court for Brunswick County against any owner who has failed after a period of thirty days to pay such sums. The notice of claim of lien shall identify the owner, the lot and the amount of lien asserted. The Developer or the Association, as the case may be, shall upon demand, furnish a certificate certifying the state of payment of fees, fines and charges as regards any property. Such certificate shall be conclusive evidence to the public regarding any lien against any lot or parcel therein identified or stated.



**ARTICLE TEN**  
**EASEMENTS**

The Developer reserves drainage and utility easements along the side and rear lot lines on all of the lots as indicated on plats of the subdivision.

**ARTICLE ELEVEN**  
**RIGHTS AND DUTIES OF THE CLARIDAY ESTATES AND THE CLARIDAY**  
**ESTATES PROPERTY OWNERS ASSOCIATION**

All rights, authorities, and powers described herein for the Developer shall be transferred to and assumed by The Clariday Estates Property Owners Association upon its legal formation and the Association shall succeed to all the rights, authorities and powers conferred upon the Developer.

IN WITNESS WHEREOF, the Developer does hereby declare the within restrictions and covenants to affect, as herein provided, the properties herein described, this the 27<sup>th</sup> day of October, 2023.

O & P Land Developers LLC

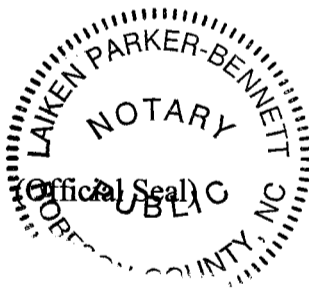
By: Teddy Dale Parker (SEAL)  
Teddy Dale Parker, Managing Member

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, Laiken Pancer-Bennett, a Notary Public for said County and State, do hereby certify that the following persons, Teddy Dale Parker, personally appeared before me this day, and that he is the Managing Member of O & P Land Developers, LLC, a North Carolina limited liability company and either being personally known to me or proven by satisfactory evidence. Teddy Dale Parker personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument for the purpose stated therein and in the capacity indicated.

WITNESS my hand and notarial seal, this 27 day of October, 2023.



Laiken Pancer-Bennett  
Notary Public Robeson Co., NC

My Commission Expires: 11/17/27