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Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3651 PG 58-73

**MASTER DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS FOR BRADFORD ESTATES AND
BRADFORD ESTATES SECTION I (the "Declaration")**

Prepared by and return to:
Gaylor Edwards & Vatcher, P.A.

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, is made this the 7th day of
September, 2011 by CHERRYWOOD DEVELOPERS, INC., a North Carolina corporation, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of a certain tract of land situated in Richlands Township, Onslow County, North Carolina, being more particularly described on Exhibit "A", being hereinafter referred to as the "Development Area"; and

WHEREAS, Declarant is constructing on a portion of the Development Area, a residential subdivision with single family dwellings, hereinafter referred to as the "Project", and plans to construct on the remainder of the Development Area additional single family dwellings; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values within said community and to provide for the maintenance of common areas, if any, and improvements located thereon, and to this end desires to subject the Project property to the covenants, restrictions, easements, charges and liens as are hereinafter set forth, each and all of which are for the benefit of said real property and each present and future owner thereof;

WHEREAS, Declarant desires to provide and allow for the annexation of additional "sections" to the Project as said "sections" are developed and completed, and to provide for equality of rights, privileges and obligations of all lot owners in all "sections" of the Project by adding and annexing such "sections" to the Project by recordation of "Supplemental Declarations" to this Declaration.

**DECLARATION:
ARTICLE I
PROJECT PROPERTY**

NOW, THEREFORE, it is hereby declared that the Project property described herein is, and shall be, held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth; said Project property being situated in Richlands Township, Onslow County, North Carolina and being more particularly described as follows:

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BEING all that certain tract of land, containing 14.06 acres, as shown and described on a map entitled, "Final Plat, Showing Planned Residential Development, BRADFORD ESTATES - SECTION 1", dated August 31, 2011, prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 62, Page 195, in the Office of the Register of Deeds of Onslow County, North Carolina, hereinafter referred to as the "Property" or "BRADFORD ESTATES, SECTION 1" or "Subdivision".

ARTICLE II
DEFINITIONS

Section 1. Association shall mean and refer to "BRADFORD ESTATES HOA, INC.", its successors or assigns.

Section 2. Board shall mean and refer to the Board of Directors of the Association.

Section 3. Common Area shall mean all real property owned by the Association, if any, for the common use, benefit and enjoyment of the Owners and designated as "Common Area" on any recorded subdivision map of any portion of the Properties.

Section 4. Common Expenses shall mean and refer to :

a. the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Articles of Incorporation of the Association and its By-Laws;

b. all amounts expended by the Association in accordance with Article XVII in holding and being responsible for the obligations of the Stormwater Management Permit SW8-101012 and overseeing, supervising, administering, managing, repairing, replacing and insuring all Stormwater Management Facilities located within the Property as required by this Declaration and all amounts expended in enforcing the provisions of the Permit;

c. all amounts expended by the Association for the maintenance, repair and replacement of any sign, fence or other improvements, including the landscaping thereof, within any Sign Easement, or Fence Easement, both of which are hereinafter defined, and any expenditures required to maintain compliance with the North Carolina Erosion and Sedimentation Control Permit for the Property.

d. all amounts expended by the Association for the maintenance, repair and replacement of any structure, recreational facilities and other improvements situated in the Common Area, if any.

Section 5. Declaration shall mean the covenants, conditions, restrictions and easements and all other provisions set forth in this entire document, as may from time to time be modified or amended.

Section 6. Declarant shall mean and refer to CHERRYWOOD DEVELOPERS, Inc., a North Carolina corporation, or any successor in title or any successor in interest of CHERRYWOOD DEVELOPERS, Inc. or all of the Property then owned by CHERRYWOOD DEVELOPERS, Inc., or if it is provided in writing by the Declarant that the successor in title or successor in interest is to assume the rights and obligations of Declarant, then to any successor in title or successor in interest to any portion of the Property then subject to this Declaration.

Section 7. Fence Easement shall mean any area of the Property designated as "Fence Easement" on any recorded subdivision map of any portion of the Properties.

Section 8. Limited Common Expenses shall mean and refer to all amounts expended by the Association for the maintenance, repair, restoration and replacement of the force main/supply lines for wastewater treatment systems situated within the sanitary sewer and access easements dedicated for such purpose for Lots 1 through 14, inclusive, in the Subdivision, as shown on the recorded map set forth in Article I hereof.

Section 9. Limited Common Assessments shall mean and refer to all charges, fees, costs and expenses to be collected from the owners of Lots 1 through 14, inclusive, as shown on the recorded plat of the Subdivision for Limited Common Expenses.

Section 10. Lot shall mean any separately described parcel of land, other than streets, roadways or areas designated as easements, shown on any recorded subdivision map of the Property.

Section 11. Permit shall mean the State of North Carolina Stormwater Management Permit number SW8-101012 issued by the Division of Water Quality under NCAC 2H.1000, and any subsequent modification thereto or other stormwater management permit hereafter issued for any property annexed to the Subdivision by the Declarant.

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Section 12. Property or Properties shall mean and refer to any real property which is, or may be, subject to this Declaration, or any Supplemental Declaration.

Section 13. Sign Easement shall mean any area of the Property designated as "Sign Easement" on any recorded subdivision map of any portion of the Properties.

Section 14. Supplemental Declaration shall mean and refer to any declaration of covenants, restrictions, easements, charges and liens recorded by the Declarant, or its successors and assigns, which applies to a specific Parcel within the Development Area.

ARTICLE III
PURPOSES

No Lot or Lots shall be put to any use other than for residential purposes, except that any Lot, including, but not limited to a Reserved By Owner Lot, which is owned by Declarant may be used by the Declarant for a street or roadway or off-site sanitary sewer disposal system. All Lots with the suffix "A" shall be used solely for sanitary sewer disposal and shall be owned and conveyed together with the same numeral parent Lot whether or not it is described in the deed of conveyance of such parent Lot.

ARTICLE III
LAND USE AND BUILDING TYPE

No building shall be used except for residential purposes. No structure shall be erected, placed, altered, or permitted to remain on any such lot other than single family dwellings not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes.

ARTICLE IV
DWELLING QUALITY AND SIZE

The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story. All exterior colors of the structure (i.e. exterior walls, window frames, soffit and shingles) and mailbox designs must be approved by the Declarant or its assign prior to construction.

ARTICLE V
BUILDING LOCATION

No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat nor nearer than 15 feet to the rear lot line. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat nor nearer than 15 feet to the rear lot line. No garage or other permitted accessory building shall be located nearer than 15 feet to any rear lot line. For the purposes of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than ten percent (10.0%) in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

ARTICLE VI
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.

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ARTICLE VII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Declarant reserves for itself, its successors and assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sanitary sewer or storm water sewer services.

ARTICLE VIII

ANIMALS, LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Pets shall not be restrained on lots by any chains, ropes or other leash type device anchored or fastened to a temporarily or permanently immovable object or structure. Any and all pets shall not be allowed off the owner's lot, unless same are under the direct physical control of the owner at all times and are not creating a nuisance to the other owners within the subdivision.

ARTICLE IX

BUILDING PLANS AND SPECIFICATIONS

No dwelling or other building shall be erected upon any lot unless the plans and specification thereof meet or exceed the requirements of "minimum property standards for one and two living units". (FHA. No.300), Federal Housing Administration.

ARTICLE X

ERECTION OF FENCES

Fences, not to exceed five (5) feet in height, constructed of wood or vinyl materials may be constructed between the front of the primary dwelling and the rear lot line. No chain link fences shall be permitted. No fence shall be erected between the front of the primary dwelling and the street right of way, unless such fence shall be of an ornamental nature. Brick and split-rail shall be deemed to meet the requirements of this restriction. Fencing traversing a Lot shall be parallel to the front lot line. Provided, however, that with respect to corner lots, no fencing shall be erected or maintained without the prior written approval of the Declarant, its successor or assign.

ARTICLE XI

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XII

SIGHT DISTANCE AT INTERSECTION

No fences, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply upon any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to

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remain within such distance of such intersection, unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XIII
TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding temporarily or permanently. No trailer, mobile home, or camper shall be parked on any lot at any time for any purpose, nor shall any recreational vehicle be allowed to remain on any lot at any time for any purposes, unless it is parked behind the main dwelling structure or placed inside the carport or garage.

ARTICLE XIV
DRAINAGE

All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N.C. State Highway recommendations.

ARTICLE XV
MISCELLANEOUS RESTRICTIONS FOR MAINTAINING AESTHETICALLY APPEALING NEIGHBORHOOD

- (A) No boat or boat trailer shall be parked in the area between the front of the dwelling situated on any lot and the street right of way.
- (B) No trampoline(s) or other large recreational equipment or devices shall be permitted in the area between the front of the dwelling situated on any lot and the street right of way.
- (C) No portable basketball goals shall be permitted on any lot or within the right of way adjacent to such lot.
- (D) Each Lot Owner shall be responsible for repairing, and restoring to its original condition, the non-paved portion of the street right of way adjacent to any Lot damaged by the parking of the owner's, their family members' or guests' motor vehicles in that area.
- (E) All lots upon which a dwelling has been constructed shall be maintained in a clean and sightly condition, including, but not limited to, keeping the grassed areas routinely mowed to a height consistent with the height of other dwelling lots constituting portions of the Properties.

ARTICLE XVI
STORMWATER MANAGEMENT

- (A) The following covenants and restrictions set forth in this Article XVI are intended to insure continued compliance with State Stormwater Management Permit Number SWB-101012 as issued by the Division of Water Quality under NCAC 2H.1000.
- (B) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- (C) The covenants set forth in this Article XVI pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
- (D) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
- (E) The maximum allowable built-upon area ("BUA") per lot is 5,586 square feet. This allotted amount includes any built-upon area constructed within the Lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking or the water surface of swimming pools.
- (F) In case of a Lot within CAMA's regulated Area of Environmental Concern, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that Lot than as shown herein, the governing maximum built-upon area for that Lot shall be the most restrictive of the two.
- (G) Filling in or piping of any vegetative conveyances (such as ditches, swales, etc.) associated with the

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development, except for the minimum amount necessary under driveways to provide access to lots and the minimum amount necessary to direct runoff beneath an impervious surface such as a road, is strictly prohibited by any person.

(H) Each Lot will maintain a fifty (50) foot wide vegetated buffer between impounded structures, rivers and streams and tidal waters.

(I) All roof drains shall terminate at least fifty (50) feet from the normal pool of impounded structures, the bank of each side of rivers and streams, and the mean high water line of tidal waters.

(J) Built upon area in excess of the permitted amount requires a state stormwater permit modification prior to construction.

(K) These covenants are to run with the land and be binding on all persons and parties claiming under them.

(L) Placement of dredged or fill material, or development within the waters of the United States 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 notification to the Division of Water Quality, Stormwater and Wetlands Sections.

All permitted runoff from future development of the Property shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall be performed in a manner that maintains the integrity and performance of the stormwater control system as permitted.

Declarant, the Association, the State of North Carolina and their respective successors and assigns, reserve and retain the right to go upon any Lot to inspect for the compliance of such Lot with the Permit and to maintain, repair, replace and construct ditches and devices necessary to insure that such Lot is in compliance with the Permit.

ARTICLE XVII

RESERVATION OF EASEMENTS AND RIGHTS BY DECLARANT

Declarant hereby reserves for itself, its successors and assigns, for any purposes it deems useful to its development of the Property, the development of other property now owned, or which may be owned in the future by Declarant, or the development of other property to which Declarant may grant the benefit of such easements, those easements shown on any recorded subdivision map of the Property, or subsequently annexed property, and the following additional easements and rights:

A. A perpetual easement for ingress, egress, regress, access, the installation and maintenance of utilities, further subdivision, and the right to dedicate to public use, over, under and upon all streets and drainage and utility easements shown on any recorded map of the Property or lying within the subdivision and the water and sewer easements lying within the subdivision;

B. The right to grant easements for the purposes of ingress, egress, regress, access, the installation, use and maintenance of utilities and further subdivision, over, under and upon (i) all streets shown on any recorded map of the Property and (ii) the drainage and utility easements and easements for the water and sewer systems located within the Property, to any property outside the Subdivision and Property to which Declarant deems the grant of such easements desirable, whether or not the property to which the easements are granted is owned by Declarant;

C. A perpetual easement over, under and upon all streets and drainage and utility easements shown on any recorded subdivision map of the Property for the purpose of establishing, constructing and maintaining any underground utility, conduits and wires for telephone, electric power and other purposes and of laying, installing and maintaining facilities for sewage, potable and non-potable water, gas, storm drainage and other utilities therein. This reservation shall not be construed as an obligation of Declarant to provide or maintain any such activity or services;

D. A perpetual access easement over, under and upon the Lots to trim, cut and remove any trees and brush necessary for the installation, operation and maintenance of utility lines, gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto;

E. A perpetual and exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

F. A perpetual easement for the erection, maintenance, repair and replacement of a sign or signs within any Sign Easement and a fence or fences within any Fence Easement as shown on the recorded map of the Property.

G. A perpetual easement over and upon the Lots to maintain the Lots in a clean and sightly condition,

including, but not limited to, the right and easement to mow, or have mowed, the grassed areas of all Lots to a height consistent with the height of other Lots constituting portions of the Properties.

ARTICLE XVIII

OWNER'S MAINTENANCE OBLIGATIONS AND RIGHT OF DECLARANT AND ASSOCIATION TO PERFORM CERTAIN MAINTENANCE

A. On each Lot, the rights-of-way and easement areas reserved by Declarant, except for any Sign Easement or Fence Easement area, or dedicated to public utilities purposes shall be maintained continuously by the Lot owner. No structure, plantings or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or which create erosion problems. It is provided, however, that where the existing location of an easement or drainage channel reserved in this Declaration or shown on any recorded subdivision map of the Property would hinder the orderly development of the Lot on which the easement is located, the easement or drainage channel may be relocated by Declarant. Improvements within such areas also shall be maintained by the Lot owner except for those for which a public authority or utility is responsible.

Each owner of an off-site sanitary sewer treatment and disposal lot (i.e. Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A and 14A) shall be solely responsible for maintaining and repairing that portion of the sanitary sewer treatment and disposal system located on the owner's Lot and said off-site lot and shall maintain said both lots in a neat and orderly manner, including the mowing thereof.

B. In the event the owner of any Lot shall fail to maintain sanitary sewer treatment and disposal system, or any part thereof, on the Lot or off-site sanitary sewer treatment and disposal lot, or the other improvements situated thereon in a manner in keeping with this Declaration or the Septic Systems and Exclusive Easements Agreement for Bradford Estates recorded in the Onslow County Registry, in addition to any other rights set forth herein or provided by law, the Declarant and the Association shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the Lot, the exterior of any building and any other improvements erected thereon. There is included in the authority herein granted the power to clear Lots of undergrowth, rubbish, debris, weeds or grass. In the event the owner of any Lot shall damage or through negligent failure to act allow damage to occur to any Stormwater Management Facilities located on said owner's Lot or fail to comply with all applicable North Carolina Sedimentation and Erosion Control Permits, in addition to any other rights set forth herein or provided by law, the Declarant, and the Association shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the septic system easement area and the Stormwater Management Facilities and to bring the Lot into compliance with the applicable North Carolina Sedimentation and Erosion Control Permits. There is included in the authority herein granted the power to clear Lots of undergrowth, rubbish, debris, weeds or grass.

The costs of the maintenance or repair authorized by this Article shall be considered the legal obligation of the Lot owner. The Declarant, or the Association, as applicable, may maintain an action in court having jurisdiction for such costs, together with all collection costs, including reasonable attorney's fees, and expenses incurred in pursuing such action. The costs shall not constitute a lien on said Lot unless and until the final judgment of such court shall be entered in the office of the Clerk of Court of Onslow County. Any such lien obtained shall be subordinate to any first deed of trust.

ARTICLE XIX

BRADFORD ESTATES HOA, INC.

A. The BRADFORD ESTATES HOA, INC. (the "Association") has been, or will be, formed at the direction of the Declarant pursuant to the rules and requirements of the Nonprofit Association Act (Chapter 55A) of the General Statutes of North Carolina as an association of the owners of the Lots. Its purposes are to: (1) oversee, inspect, maintain, repair and replace the Stormwater Management Facilities constructed pursuant to the Permit; (2) enforce the provisions of the Permit; (3) enforce each Lot owner's obligations with respect to the Stormwater Management Facilities

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pursuant to this Declaration; (4) enforce each Lot owner's obligations with respect to all applicable North Carolina Sedimentation and Erosion Control Permits; said authority to be exercised, if and only if, and when and only when, Declarant transfers the Permit to the Association; (5) inspect, maintain, repair and replace any improvements constructed or located upon or under the septic system easements; (6) inspect, maintain, repair and replace any improvements constructed or located upon the Common Area, if any; (7) establish rules and regulations concerning the use and enjoyment of the facilities situated in the Common Area, if any; (8) inspect, maintain, repair and replace signs and landscaping located within any Sign Easement; (9) inspect, maintain, repair and replace fences located within any Fence Easement and (10) maintain the Lots upon which dwellings have been constructed in a clean and sightly condition, including, but not limited to, the right and easement to mow, or have mowed, the grassed areas of all Lots to a height consistent with the height of other Lots constituting portions of the Properties. The Association shall have no authority with respect to the Lots located in the Subdivision until such time as Declarant transfers such rights to the Association.

B. The Declarant shall have the right, but not the obligation, to annex into the Subdivision additional property now, or in the future, owned by Declarant. From and after the date of such annexation, the annexed Lots shall be subject to the jurisdiction of the Association and the owners of the annexed Lots shall be members of the Association.

C. Each owner of each Lot within the Subdivision shall be a member of the Association. The Declarant, by this Declaration, and the owners of each individual Lot, by their acceptance of a deed thereto, covenant and agree with respect to the Association:

- (1) that for so long as each is an owner of a Lot within the Subdivision, each will perform all acts necessary to remain in good and current standing as a member of the Association; and
- (2) that any unpaid assessment, whether general or special, levied by the Association in accordance with this Declaration, the Articles of Incorporation (herein called the "Articles") or the Bylaws of the Association (herein called the "Bylaws") shall be a lien upon the Lot upon which such assessment was levied and also shall be the personal obligation of the person who was the owner of the Lot at the time the assessment fell due.

D. Each membership in the Association shall relate to and have a unity of interest with an individual Lot which may not be separated from the ownership of said Lot. The books and all supporting documentation, the Declaration, the Articles, the Bylaws, and all amendments thereto shall be available for examination by all Lot owners, and their lenders or their lenders' agents during normal business hours at the principal office of the Association.

E. The Association shall have one class of members. The members shall be all owners of a Lot, and they shall be entitled to one vote for each Lot owned; provided, however, when more than one person holds an interest in any Lot, all such persons shall be members; however, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote or any fraction of a vote be cast with respect to any Lot.

F. The Declarant shall, at its sole cost and expense, initially construct all Stormwater Management Facilities required to be located upon the Lots and Property or upon any property annexed into the Subdivision by the Declarant to the standards required by the applicable Permit. Upon completion of the construction of said Stormwater Management Facilities located in the Subdivision, the Declarant shall transfer the applicable Permit to the Association and the Association shall accept the transfer of the applicable Permit from the Declarant upon the earlier to occur of (i) the date the North Carolina Department of Environment and Natural Resources allows such transfer to occur; or, (ii) the date upon which at least fifty percent (50%) of the Lots in the Subdivision are conveyed to owners, other than Declarant. Prior to any such transfer, the Stormwater Management Facilities for the Subdivision, including any property annexed by Declarant into the Subdivision, shall be certified, either by state inspection or by a licensed engineer, as being in compliance with the applicable Permit prior to such assignment or transfer. The Association shall indemnify and hold Declarant harmless from any loss, cost, claim, fee, fine, suit, damage or expense, including reasonable attorneys' fees, incurred by Declarant in the defense of any action against Declarant as the holder of the Permit occurring after Declarant tenders transfer of the Permit to the Association following the approval of such transfer by the North Carolina Department of Environment and Natural Resources and the certification of compliance as set forth above. Further, Declarant may bring an action for specific performance of the obligations of the Association pursuant to this paragraph. From and after the transfer of the Permit from the Declarant following the approval of the North Carolina Department of Environment and Natural Resources, the oversight, supervision, management and administration of the Permit shall be the sole responsibility

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of the Association. The Association's duties with regard to the Permit shall be carried out in accordance with the terms and conditions of this Declaration, the Articles, the Bylaws and the Permit. The Association hereby is granted and conveyed an easement over, under and upon each Lot and future lots in the Subdivision for the purpose of access to and inspection, maintenance, repair and replacement of all Stormwater Management Facilities located upon each Lot and future subdivided lot. In the event, the Declarant annexes additional property into the Subdivision and transfers the applicable Permit to the Association, the Association shall have, and hereby is granted and conveyed, an easement over, under and upon each annexed Lot for the purpose of access to and inspection, maintenance, repair and replacement of all Stormwater Management Facilities located upon each annexed lot.

G. The expenses of the Association shall include:

(1) All amounts expended by the Association in holding and being responsible for the obligations of the Permit and overseeing, supervising, administering, managing, repairing, replacing and insuring all Stormwater Management Facilities and Sedimentation and Erosion Control facilities located within the Subdivision as required by this Declaration; all amounts expended by the Association in enforcing the provisions of this Declaration, as may be amended; all amounts expended by the Association in the performance of its duties hereunder from and after the time Declarant transfers the Permit; and all amounts expended by the Association in legal, engineering or architectural fees and all similar fees which may be incurred by the Association from time to time in performing the functions delegated to the Association by this Declaration.

(2) All amounts expended by the Association in carrying out any duty or obligation as may be required or allowed by this Declaration, the Articles or the Bylaws.

(3) All amounts expended by the Association in repairing, replacing, and improving the force main/supply lines of any wastewater treatment systems and/or sanitary sewer (septic system) easements dedicated for such purpose.

(4) All amounts expended by the Association in operating, administering, managing, repairing, replacing, improving, paying all taxes imposed on and insuring the improvements, including landscaping, situated in the Sign Easement, if any.

(5) All amounts expended by the Association for the maintenance, repair and replacement of any fence erected in the Fence Easement as shown on the recorded plat of the Subdivision, if any.

H. Each owner of any Lot by acceptance of a deed for the same (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association annual general assessments or charges as hereinafter provided. Each owner of Lots 1 through 14, inclusive, by acceptance of a deed for same (whether or not it shall be expressed in such deed) is deemed to covenant and agree, to pay to the Association annual limited common assessments or charges as hereinafter provided. The annual general assessments, and annual limited common assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the limitations set forth herein, shall be a continuing lien upon the property against which each such assessment is made. Furthermore, each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title to a Lot unless expressly assumed by them, but, subject to the provisions of this Declaration, delinquent assessments shall continue to be a lien upon such Lot.

(i) Until January 1, 2012, the annual general assessment shall be Fifty Dollars (\$50.00) per Lot and the annual limited common assessment shall be Fifty Dollars (\$50.00) per Lot.

(ii) From and after January 1, 2012, the annual general assessment and/or the annual limited common assessment may be increased upon the vote of a majority of the Board of Directors of the Association by no more than fifteen percent (15%) of the annual general assessment for the preceding year.

(iii) Any increase of the annual general assessment or annual limited common assessment exceeding fifteen percent (15%) of the annual general assessment or annual limited common assessment for the preceding year must be approved by the owners of at least two-thirds (2/3) of the Lots who are voting in person or by proxy at a meeting called for this purpose.

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(iv) Once the annual general assessment has been set, notice of the annual general assessment shall be given to all Lot owners. Once the annual limited common assessment has been set, notice of the annual limited common assessment shall be given to the owners of Lots 1 through 14, inclusive. It is provided, however, that no owner is relieved from the obligation to pay either of the assessments because of failure to give such notice. After the initial notice of the assessment, no bills for such assessment will be forwarded to any owner but such assessment thereafter shall become due and payable as provided by the Board of Directors.

(v) As provided in the Bylaws, and subject to the restrictions and limitations provided herein, the Board of Directors shall establish an Annual Budget in advance for each fiscal year. Such budget shall project all expenses for the forthcoming fiscal year which may be required for the proper operation, management and maintenance of the Stormwater Management Facilities, the North Carolina Sedimentation and Erosion Control Permits, the "Entrance Signs" situated in any Sign Easement, any fence situated in any Fence Easement, and the Association, including a reasonable allowance for contingencies and reserves. The budget shall take into account any projected or anticipated income. Upon adoption of such Annual Budget by the Board of Directors, copies of the Budget shall be delivered to each owner together with a statement of the assessment for each Lot as provided herein, based upon such budget; however, the non-delivery of a copy of said Budget shall not affect the liability of any owner for such assessment. The Annual Budget shall be divided by the number of Lots subject to the annual general assessments at the time of the annual meeting of the members and the quotient shall be the annual general assessment per Lot for the succeeding fiscal year. The Annual Budget for the annual limited common assessment shall be divided by the number of Lots subject to the annual limited common assessments at the time of the annual meeting of the members and the quotient shall be the annual limited common assessment per Lot for the succeeding fiscal year.

(vi) All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the Association to the payment of any expense of operating and managing the Association or the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles and the Bylaws. As monies for any assessment are paid into the Association by any owner, the same may be commingled with monies paid to the Association by the other owners. Although all funds and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer said owner's membership interest therein, except as an appurtenance of said owner's Lot. When the owner of a Lot shall cease to be a member of the Association by reason of said owner's divestment of ownership of such Lot, by whatever means, the Association shall not be required to account to such owner for any share of the fund or assets of the Association, including any monies which said owner may have paid to the Association, as all monies which any owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Association.

(vii) Written notice of any meeting called for the purpose of taking any action requiring a meeting shall be sent to all members not less than thirty (30) days, or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of the votes of all members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

I. Annual general assessments and special assessments shall, except as otherwise provided herein, be fixed at a uniform rate for all Lots. Annual limited common assessment, or any special limited common assessment, for the maintenance, repair, restoration and replacement of the force mains/supply lines within the sanitary sewer (septic system) and access easements shall be fixed at a uniform rate for Lots 1 through 14, inclusive, in the Subdivision, but shall not be assessed against the other Lots in the Subdivision.

J. The annual general assessments and annual limited common assessments provided for herein shall commence as to each Lot, other than any Lot owned by the Declarant upon which no residential dwelling has been constructed, on the date of recordation of the deed for such Lot in the office of the Register of Deeds of Onslow County and shall be prorated on a calendar year basis through the date of such recordation. The annual general assessments and annual limited common assessments shall be assessed for each calendar year thereafter and shall be payable annually, or

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more frequently, with the due date for such payments and payment frequency, being as established by the Board of Directors.

K. The annual general assessment levied by the Association shall be used exclusively to oversee, inspect, maintain and repair the Common Area, if any, and improvements thereon, the Stormwater Management Facilities, Sign Easement and Fence Easement areas; to pay any expenses for maintenance and repair of improvements situated upon or under the sanitary sewer (septic system) and access easements for which there are insufficient funds available from the limited common assessment funds as required by the Septic System Agreement and Exclusive Easements Agreement for this Subdivision of record in the Onslow County Registry, to enforce the provisions of this Declaration relating to the Stormwater Management Facilities, the Permit, the applicable North Carolina Sedimentation and Erosion Control Permit; to pay the expenses of the Association from and after the time, if ever, Declarant transfers the Permit to the Association. The Association's functions shall be to oversee, inspect, maintain and repair the Stormwater Management Facilities, Common Area, Sign Easement and Fence Easement areas; to enforce the provisions of this Declaration relating to the Stormwater Management Facilities, the Permit, the applicable North Carolina Sedimentation and Erosion Control Permits; operation and use of facilities and improvements situated in the sanitary sewer (septic system) and access easement areas, and operation and use of facilities and improvements situated on the Common Area, if any. The powers of the Association may not be expanded beyond those purposes. Nothing herein relieves the owner of a Lot from said owner's obligation to maintain the areas upon said owner's Lot upon which the Stormwater Management Facilities are located as provided herein and not to damage or allow damage to occur to said Stormwater Management Facilities or sanitary sewer (septic system) and access easement areas, and to comply with the provisions of all applicable North Carolina Sedimentation and Erosion Control Permits.

L. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

M. General special assessments, limited common assessments and specific special assessments may be levied against Lots for such reasons as are provided in this Declaration, the Articles or the Bylaws, and on such terms as provided by the directors and the members. Upon a two-thirds (2/3) vote of the Directors and a two-thirds (2/3) vote of the owners of Lots who are voting in person or by proxy at a meeting duly called for this purpose, the Association may levy and impose special assessments. The purposes for which special assessments may be levied are limited to providing funds to pay for the oversight, inspection, maintenance and repair of the sanitary sewer (septic system) and access easements, and improvements thereon, Stormwater Management Facilities, Sign Easement and Fence Easement areas, to enforce the provisions of this Declaration relating to the Stormwater Management Facilities, the Permit and all applicable North Carolina Sedimentation and Erosion Control Permits, maintenance of the sanitary sewer (septic system) and access easements, Sign Easement and Fence Easement areas which exceed the general assessment funds, and limited common assessment funds, then on hand to pay same and to provide a contingency fund for capital improvements and extraordinary expenses. General special assessments and limited common assessments shall be levied at a uniform rate for all Lots to which such assessments may be charged as set forth in this Declaration. Specific special assessments may be assessed against the owner of a Lot after written notice has been given by the Association to the owner of said Lot at the address of the owner appearing upon the records of the Association by United States mail, postage prepaid, that the Stormwater Management Facilities located on said Lot have been damaged by the act or negligent failure to act of said owner or that said owner has failed to comply with all applicable North Carolina Sedimentation and Erosion Control Permits or failed to maintain or repair the portion of the sanitary sewer (septic system) and access easement area on such owner's Lot and that, as a result, such Stormwater Management Facilities are in need of repair or replacement in order to comply with the Permit or actions must be taken in order to comply with the applicable North Carolina Sedimentation and Erosion Control Permits and the owner of said Lot has not taken the necessary action to bring the Stormwater Management Facilities located on said owner's Lot into compliance with the Permit or to comply with the provisions of all applicable North Carolina Sedimentation and Erosion Control Permits within thirty (30) days after the mailing of said notice. If said owner commences the necessary action to repair or replace the Stormwater Management Facilities located on said owner's Lot and to bring the Stormwater Management Facilities into compliance with the Permit or to bring the Lot into compliance

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with the applicable North Carolina Sedimentation and Erosion Control Permits, or repair the affected portion of the sanitary sewer (septic system) and access easement area, within the thirty (30) day period set forth above, the imposition of a specific special assessment shall be deferred by the Association for the period during which said owner diligently pursues to completion the repair or replacement of the Stormwater Management Facilities located on said Lot or compliance with the applicable North Carolina Sedimentation and Erosion Control Permits, or repair of the sanitary sewer (septic system) and access easement area. Specific special assessments shall be limited to the amount of funds actually expended, or in the discretion of the Board of Directors, the amount of funds reasonably estimated by the Board of Directors will be expended, by the Association to repair or replace the Stormwater Management Facilities located upon the Lot or to comply with the applicable North Carolina Sedimentation and Erosion Control Permit applicable to the Lot or repair the affected portion of the sanitary sewer (septic system) and access easement area on the applicable Lot, upon which the specific special assessment is assessed. Special assessments, either general or specific, and limited common assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and lien on the land and, subject to the provisions set forth in this Declaration, shall be a continuing lien upon the Lot against which each such assessment is made. The personal obligation of an owner of a Lot for delinquent special assessments, whether general or specific, or limited common assessment, shall not pass to a successor in title to a Lot, unless expressly assumed by the successor, but, subject to the provisions of this Declaration, delinquent special assessments shall continue to be a lien upon such Lot.

N. Any annual general assessment, annual limited common assessments, general special assessment or specific special assessment, if not paid within thirty (30) days after the date such assessment is due, together with interest at the rate of ten percent (10%) per annum, costs of collection, court costs, and reasonable attorneys' fees shall constitute a lien against the Lot upon which such assessment is levied. The Association may record notice of the same in the Office of the Clerk of Superior Court of Onslow County or file a suit to collect such delinquent assessments and charges. The Association may file Notice of Lis Pendens, bring an action at law against the owner personally obligated to pay the same and/or bring an action to foreclose the lien against the Property. The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No owner may waive or otherwise escape liability for the assessments provided for herein.

O. In the event the Articles of Incorporation and/or Bylaws of the Association are amended to expand the rights and duties of the Association, those amendments shall have no effect on the Lots or the Subdivision unless, by recorded amendment to this Declaration, joined in by Declarant.

ARTICLE XX

WETLANDS AND CONSERVATION SPECIAL PROVISIONS

It shall be the responsibility of each Owner, prior to alteration of any Lot, to determine if any portion of the Lot shall have been determined to meet the requirements for designation as regulatory "wetlands". Any subsequent fill or alteration of the "wetlands" shall conform to the requirements of the wetlands rules adopted by the State of North Carolina and in force at the time of the proposed alteration. The intent of this restriction is to prevent additional fill or alteration of designated "wetlands", so the property Owner should not assume that a future application for fill or alteration will be approved. The property Owner shall report the name of the subdivision in any application pertaining to "wetlands" rules. These covenants and restrictions are intended to insure the continued compliance with "wetlands" rules adopted by the State of North Carolina, therefore compliance may be enforced by the State of North Carolina or authorized agency or department thereof.

ARTICLE XXI

REMEDIES

In the case of failure of a Lot owner to comply with the terms and provisions contained in this Declaration, the Articles or the Bylaws of the Association, the following relief shall be available:

- A. The Declarant (whether or not the Declarant is the owner of any Lot), the Association,

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any Lot owner and any party to whose benefit this Declaration inures, including but not limited to the State of North Carolina or its assignees with respect to the Permit, may proceed at law and in equity to prevent the violation of any term or provision of this Declaration, the Articles and Bylaws and also recover damages for such violation and the court in any such action may award the successful party said party's reasonable expenses and costs in prosecuting such action, including reasonable attorney's fees.

B. The remedies hereby specified are cumulative and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity or under any statute. No delay or failure on the part of the Association, the Declarant or an aggrieved party to invoke an available remedy with respect to a violation of any of this Declaration, the Articles and Bylaws shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to that party upon the reoccurrence or continuation of said violation or the occurrence of a different violation.

ARTICLE XXII

COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC MAINTENANCE STANDARDS

Driveway head walls, fences, mailboxes, newspaper delivery boxes, basketball goals or other roadside obstructions, constructed or placed within the right of way of any street as shown on the recorded plat of the subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction, at the Owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Declarant. In the event any Owner fails, or refuses, to remove such obstruction or obstructions within the thirty (30) day period following written notification thereof, the Declarant or the Association shall have the right, but not the duty, to remove the obstruction or obstructions and to charge the Owner the costs thereof which shall be a lien against the Owner's Lot and may be enforced in the same manner as provided in Article XIX (n).

ARTICLE XXIII

STREET LIGHTING AGREEMENT

The Declarant reserves the right to subject the real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, and/or entrance sign lighting, either or all of which may require an initial payment and/or a continuing monthly payment to an electric company by the owner of each dwelling.

ARTICLE XXIV

ANNEXATION OF ADDITIONAL PROPERTY INTO DEVELOPMENT AREA

The Declarant, for itself and its successors and assigns, hereby expressly reserves the right, but shall in no way be obligated, to expand the real property which is subject to this Declaration without the consent or joinder of any Owner or Owners of any Lot or Lots or person or entities having a lien or security interest in such Lot or Lots, by annexing, from time to time all or any portion of the tract of land known as the Development Area and being more particularly described on Exhibit A, attached hereto and incorporated herein by reference as if fully set forth.

The Declarant may also identify and annex to the Development Area by amendment hereto any other property as Declarant in its sole discretion may determine.

An amendment to this Declaration shall be made and recorded in the office of the Register of Deeds of Onslow County, North Carolina, to include each portion of the real property which is to be subject to this Declaration, and each such portion of the real property shall constitute an addition to the Subdivision. The right of the Declarant, or its

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successors and assigns, to expand the Subdivision as herein provided shall expire fifteen (15) years following the date of recordation of this Declaration.

ARTICLE XXV

SUPPLEMENTAL DECLARATION(S)

The Declarant shall have the right, from time to time, to record Supplemental Declarations for a Parcel or Parcels of the Development Area which may designate specific use and other restrictions within said Parcel, may create Common Areas within such Parcel for the use of all owners in the Subdivision, as may be expanded, and may create a separate owners association exclusively for such Parcel; provided, however, no Supplemental Declaration shall avoid membership in the Association by Owners of Lots in said Parcel, nor shall any Supplemental Declaration modify or amend the terms of this Declaration or any prior Supplemental Declaration for another Parcel, without the required consent of Owners of all Parcels constituting the then existing Project.

ARTICLE XXVI

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant, either to restrain violations or to recover damages. In the event any proceeding is commenced to enforce the provisions of this Declaration, the non-prevailing party shall be obligated to pay, in addition to any monetary damages or other award granted by the court, the expenses and costs of such proceeding, including reasonable attorneys' fees of the prevailing party.

ARTICLE XXVII

MODIFICATION

These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole, or as to any subdivided lot or part thereof, by written document executed by the Declarant or its successors in title and by the owners of not less than sixty-seven percent (67%) of the subdivided lots or parts of said subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty-seven (67%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without the consent of any other owner.

ARTICLE XXVIII

TERM

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which such time such Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part, with the exception of Article XVI.

ARTICLE XXIX

SEVERABILITY

Invalidation of anyone of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its President, with authority duly given by its board of directors, the day and year first above written.

CHERRYWOOD DEVELOPERS, INC., a North Carolina corporation,

By: Betty Bullock
Betty Bullock, its President

STATE OF NORTH CAROLINA

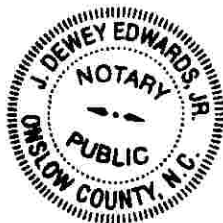
COUNTY OF ONSLOW

The undersigned, a Notary Public in and for said County and State, does hereby certify that BETTY BULLOCK, known to me or having provided satisfactory proof of her identity, personally came before me this day and acknowledged that she is a President of CHERRYWOOD DEVELOPERS, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, she executed the foregoing instrument on behalf of the corporation in the capacity indicated.

Witness my hand and official stamp or seal, this 7th day of September, 2011.

J. Dewey Edwards, Jr.
Notary Public
Printed Name: J. Dewey Edwards, Jr.

My Commission Expires:
July 9, 2016




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Exhibit "A"
Development Area

Situated in Richlands Township, Onslow County, North Carolina and being more particularly described as follows:

Being all the real property, containing 254.53 acres, as shown on a map entitled, "Revised Boundary Survey Showing INDIVIDUAL TRACT ON N.C.S.R. 1222, BANNERMAN'S MILL ROAD", dated December 9, 2009, prepared by John L. Pierce & Associates, P.A., and recorded in Map Book 59, Page 54, in the Office of the Register of Deeds of Onslow County, North Carolina

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 Doc ID: 00828820009 Type: CRP
 Recorded: 10/13/2011 at 09:23:58 AM
 Fee Amt: \$28.00 Page 1 of 9
 Onslow County, NC
 Rebecca L. Pollard Rep. of Deeds
BK 3664 PG 33-41

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW

**SEPTIC SYSTEM AGREEMENT AND
 EXCLUSIVE EASEMENTS
 FOR BRADFORD ESTATES AND BRADFORD ESTATES - SECTION I**

THIS SEPTIC SYSTEM AGREEMENT AND DESIGNATION OF EXCLUSIVE EASEMENTS,
 made and entered into this the ____ day of September, 2011, by and
 among the **ONSLow COUNTY HEALTH DEPARTMENT**, hereinafter referred to as
 the "Department", **BRADFORD ESTATES HOA, INC.**, a North Carolina non-
 profit corporation, hereinafter referred to as the "Association," and
CHERRYWOOD DEVELOPERS, INC., a North Carolina corporation, hereinafter
 referred to as the "Owner".

W I T N E S S E T H:

A. The Owner is the owner of certain land, situated in Richlands Township, Onslow County, North Carolina, and being more particularly described as follows:

BEING all of the real property as shown and described on a map
 entitled, "Final Plat Showing a Planned Residential Development,
BRADFORD ESTATES - SECTION I," prepared by John L. Pierce &
 Associates, P.A. and recorded in Map Book 62, Page 195, in the Office
 of the Register of Deeds of Onslow County, North Carolina,
 incorporated herein by reference and hereinafter referred to as the
 "Development."

Said Development being a residential single family development
 with "parent" building lots, being hereinafter individually referred
 to as a "Lot" and collectively as the "Lots." With regard to Lots 1,
 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, on the above mentioned
 recorded map, each Lot will have a referenced off-site lot for an off-
 site wastewater collection, treatment and disposal system, with the
 off-site wastewater treatment system lots designated with the "parent"

building Lot number and suffix "A," hereinafter referred to individually as an "Off-Site Lot" and collectively as "Off-Site Lots". Said Development shall have exclusive sanitary sewer easements for the installation of force main/supply lines and any other necessary components for the proper and lawful collection, treatment and disposal of wastewater from the building Lots to the Off-Site Lots.

The Owner formed the Development by recording a Master Declaration of Restrictive and Protective Covenants for the BRADFORD ESTATES Subdivision and BRADFORD ESTATES - SECTION I, in the Office of the Register of Deeds of Onslow County, North Carolina, on September 14, 2011, in Book 3651, at Pages 58 - 73, the "Declaration".

B. The Owner desires to construct wastewater collection, treatment and disposal systems ("System or Systems") to serve the single family dwelling units on the Lots in the Development. As defined herein, the "Supply Lines" shall consist of the sewer lines situated in and under the exclusive easements described in Paragraph 5 below of this Agreement, and any and all other components that are attached to the Supply Lines which are necessary to the proper operation of the wastewater collection, treatment and disposal of wastewater by the "Systems" located on the Off-Site Lots. Except for the sewer lines located within the boundary of individual Lots and the exclusive easements described in Paragraph 5 below, all components of the Systems shall be located inside the Off-Site Lots.

However, the Association's rights over, upon and across all lots in the BRADFORD ESTATES subdivision shown on any recorded map thereof upon which are located a part of the Systems and Supply Lines have been granted or reserved for the owners of Lots and the Association. Boundary lines of the Off-Site Lots and Sanitary Sewer and Access Easements for the Lots have been described and designated as such on the map entitled, "Final Plat Showing a Planned Residential Development, BRADFORD ESTATES - SECTION I," prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 62, Page 195, in the Office of the Register of Deeds of Onslow County, North Carolina.

The Owner shall be responsible for construction of the Systems, including Supply Lines, and operation, maintenance and repair of the Systems, including Supply Lines, until such time as the Lots are sold and the individual Lot owner and Association assume responsibility for the operation, maintenance and repair of the Systems and Supply Lines. Upon the sale of any Lot to an individual owner, the

individual owner shall become primarily responsible for the operation, maintenance and repair of the System components within the boundaries of the Lot owner's Lot and the Lot owner's Off-Site Lot, as set out more particularly in Paragraph 1 below, and the Association will be solely responsible for the maintenance and repair of any components, including Supply Lines, in common easement areas. There will be a separate and dedicated septic line, septic tank, pump tank, electrical house panel, drain field and repair area for each Lot. Prior to the sale or conveyance of any Lot, the maintenance and repair of the Supply Lines shall be the responsibility of the Owner, regardless of the source of any damage or the reason for any repair until the first Lot in the Development is sold. At that time, the Lot owner shall assume primary responsibility for the System components within the boundaries of the Lot owner's Lot and the Lot owner's Off-Site Lot, as set out more particularly in Paragraph 1 below and the Association will be responsible for the maintenance and repair of any components, including Supply Lines, in common easement areas.

C. Prior to the sale or transfer of the Lots, the Owner shall be responsible for obtaining all permits pursuant to N.C. Gen. Stat. §130A-336 and §130A-337, and all other applicable laws and rules. In the event repairs are needed for any septic system component, the Owner or Association as applicable must apply for and receive a repair permit prior to making the repair. Notwithstanding any language in the BRADFORD ESTATES Declaration, the change of any Lot or Off-Site Lot lines or septic system component locations that are the basis of any Improvement Permit or Construction Authorization or Operations Permit will make those permits or authorizations subject to legal action by the Department and the N.C. Department of Environment and Natural Resources, Division of Environmental Health, pursuant to N.C. Gen. Stats. § 130A-18, § 130A-22, § 130A-23, § 130A-25, § 130A-335, § 130A-336, § 130A-337 and 15A N.C.A.C. 18A .1937 and .1938, and all other applicable laws and rules.

D. The Owner has formed the Association for the purpose, among others, of handling the property, affairs, and business of the Development; of operating, maintaining, and repairing the Systems and Supply Lines as set out herein, and all easements; and of collecting dues and assessments to provide funds for such operation, maintenance and repair.

E. All parties desire to assure that all the components of the Systems, including Supply Lines, of the BRADFORD ESTATES subdivision are properly constructed, maintained, operated and repaired in accordance with the applicable laws, rules, and permit conditions to

protect the public health, the quality of the waters of the State and the public interest therein. The Owner and the Association fully understand and acknowledge their responsibility to ensure proper construction, operation, maintenance and repair of all components of the Systems situated within the BRADFORD ESTATES Subdivision and all System and access easements.

NOW THEREFORE, in consideration of the premises and the benefits to be derived by each of the parties hereto, the Department, the Association and the Owner do hereby mutually agree as follows:

1. By and with the consent of the Department, the Owner shall construct the wastewater treatment and disposal Systems, including Supply Lines, in accordance with all applicable laws and rules governing wastewater collection, treatment and disposal, with all permits and conditions of said permits, and in accordance with the map of the Subdivision referenced above in Paragraph B.

After construction, the Owner shall maintain and repair the Systems and Supply Lines in accordance with all applicable laws, rules and permit provisions until the Lot being served by the System on its Off-Site Lot has been sold. At that time, the Lot owner shall assume primary responsibility for the System components within the boundaries of the Lot owner's Lot and the Lot owner's Off-Site Lot and the Association, upon the sale of the first Lot in the Development, will be responsible for the maintenance and repair of any components, including Supply Lines, in common easement areas. If the Lot owner, as primary responsible party, fails to repair any damage or malfunction to any component of his or her System on or within his or her Lot or Off-Site Lot within thirty (30) days of notice of same, then the Association, as secondarily responsible party, shall have the responsibility, right and authority to repair any such damage or malfunction immediately but in any case, no later than ten (10) days after the end of the Lot owner's 30-day repair period. The Association shall have the responsibility, right and authority to assess the costs of said action, in accordance with the provisions of Article XVIII, Section B of the Declaration.

2. The Owner shall not legally transfer its rights to and responsibility for the Systems and Supply Lines (except for that portion of the sewer lines located within each lot, subject to Paragraphs B and 1 above) to the Lot owner or the Association until (i) construction of all components of the Systems, including Supply Lines, has been completed by the Owner in accordance with this Agreement, (ii) the Systems have been inspected by the Department and

determined to be operating in accordance with any plans and specifications approved by the Department, all permits and licenses issued by the Department and in effect from time to time, and all applicable rules and regulations of the Department and/or the N.C. Department of Environment and Natural Resources, Division of Natural Resources (herein referred to as "DENR") and any other laws and rules of the State of North Carolina, (iii) the Department has inspected, approved and permitted all components of the Systems, including Supply Lines, in accordance with all applicable laws, rules, permits and permit conditions, and (iv) the Systems, including Supply Lines, have been determined by the Department to be in compliance with the terms and conditions of any applicable construction permits or authorizations.

Provided that, the conditions set forth in this Paragraph 2 have been satisfied, each individual Lot owner shall have the primary responsibility for maintenance and repair of the Systems, other than the Supply Lines, upon the sale or conveyance of such Lot to the individual owner, and the Association shall have the sole responsibility for the maintenance and repair of the Supply Lines upon the sale or conveyance of the first Lot in the Development to an individual Lot owner, as provided in Article XIX.A.(5) of the Declaration.

3. The Association, after transfer to it of the rights to and responsibilities for the system components, including Supply Lines, in common easements (except for that portion of the sewer lines located within each lot) by the Owner, shall thereafter properly operate, maintain, and repair said system components, including Supply Lines, in common easements in accordance with all applicable laws, rules and permit provisions and conditions. The Association shall levy and collect the dues and assessments provided for in the governing documents, including special or additional assessments. In the event that the sum realized by the levy of such dues and assessments shall not be adequate to maintain, operate, and repair said Supply Lines as required by all applicable laws and rules and applicable permits, the Association shall take such action as is necessary to secure funds adequate for such purposes.

4. The Declaration specifies in Article XVIII.A. of the Declaration, that the Systems, except for the Supply Lines, will be maintained and repaired by the Lot owner, and in the event the Lot owner fails to take corrective action within 30 days following notice, that the Association shall take such required action to remedy any damage or malfunction of the Systems, including Supply Lines. Any remedy that becomes necessary for the Association to

perform shall be timely performed in compliance with Paragraph 1, above, herein. The Association shall treat said maintenance and repair, and the operation of the components and maintenance of all easements, as the highest priority expenditures, except for federal, state, and local taxes and insurance.

5. The Owner hereby gives, grants and conveys easement rights to the Association, over, upon and across all of Off-Site Lots and areas depicted by dotted lines, and designated as "Septic System Easement" and similar designations on the map of the Subdivision referenced above in Paragraph B. Notwithstanding any language in any part of the Declaration, said described and depicted areas are hereby designated and reserved as perpetual easements and are exclusively for the ingress and egress, construction, installation, operation, maintenance, monitoring and repair of the Systems, including all components and including in accordance with N.C. Gen. Stat. §130-333 et seq. and 15A N.C.A.C. 18A.1938 and all other applicable laws and rules.

6. All easements referenced herein are appurtenant to the Development, as may be expanded by annexation of additional Sections.

7. All easements referenced herein and depicted on the map of the Development run with the land and are not affected by change of ownership.

8. The Association, upon its possible dissolution, shall provide for the continued proper operation, maintenance and repair of the Supply Lines, together with easements, and all other components of the Supply Lines.

9. The Association, except upon dissolution, shall not transfer, convey, assign, or otherwise relinquish or release its responsibility for the operation, maintenance and repair of the Supply Lines and all of their components.

10. This Agreement, the Declaration, and any Supplemental Declaration (as defined in the Declaration) shall be recorded in the Office of the Register of Deeds of Onslow County, North Carolina.

11. A copy of the Articles of Incorporation of the Association from the Secretary of State of North Carolina shall be filed with the Department.

12. All installed sewer lines and drain fields shall be color-coded or otherwise clearly marked both below grade so that they can be readily identified in accordance with the engineer's plans and specifications.

13. After transfer of responsibility for maintenance and repair of the Supply Lines to the Association and all other easements that include any component of any kind of the Wastewater System in the exclusive easements, the Association will assume full responsibility for ensuring that the easements are perpetually accessible and are perpetually kept free of any fences, gates, gazebos and structures of any kind; any trees, shrubs or any other kind of vegetation or thing of any description that would impede or delay access to any component of the Wastewater System for maintenance, repair or any other purpose. All costs associated with carrying out the responsibility of the Association under this Paragraph 13 and with any delay in accessibility to the Wastewater System shall be the responsibility of and assumed by the Association.

14. The Owner agrees and acknowledges that the Owner has developed the Subdivision from its inception, and is or should be the most knowledgeable party about all the details in this Agreement, including but not limited to, any recording information set out herein, easement locations described herein, possible conflicts between the Easement and other easements located upon the Property and/or the Subdivision, and possible use of the Easement Areas for purposes that would be contrary to or impede the ownership, operation, maintenance and repair of the Wastewater System for the Lots in the Subdivision as provided in this Agreement. Owner assumes the risk of any and all claims, known or unknown, arising or resulting from or in any way growing out of any errors or omissions contained in this Agreement, whether known or unknown, and whether through oversight, error, negligence or any other reason.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of the parties hereto, effective as of the day and year first above written.

ONSLow COUNTY HEALTH DEPARTMENT

By: *George R. O'Daniel*
Name: George R. O'Daniel
Title: Health Director

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The undersigned, a Notary Public of said County and State, do hereby certify that George R. O'Daniel, either being personally known to me or proven by satisfactory evidence, personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him/her in the capacity indicated (Health Director for Onslow County Health Department) for the purposes stated therein.

Witness my hand and official seal, this the 5 day of ~~September~~ ^{OCTOBER}, 2011.

My Commission Expires:
May 30, 2015

Eugenia L. Webb
EUGENIA L. WEBB
Notary Public



BRADFORD ESTATES HOA, INC.

By: *Joseph J. Henderson, II*
Joseph J. Henderson, II
President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The undersigned, a Notary Public of said County and State, do hereby certify that Joseph J. Henderson, II, personally appeared before me this day and acknowledged that he is President of BRADFORD ESTATES HOA, INC., a North Carolina non-profit corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation for the purposes set forth therein and in the capacity indicated.

Witness my hand and official seal, this the 22 day of September, 2011.

My Commission Expires:

J Dewey Edwards, Jr
Notary Public

July 9, 2016



CHERRYWOOD DEVELOPERS, INC., a North Carolina corporation

By: *Betty Bullock*
Betty Bullock
President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The undersigned, a Notary Public of said County and State, do hereby certify that Betty Bullock, personally appeared before me this day and acknowledged that she is President of CHERRYWOOD DEVELOPERS, INC., a North Carolina corporation, and that she as President, being authorized to do so, executed the foregoing on behalf of the corporation for the purposes set forth therein and in the capacity indicated.

Witness my hand and official seal, this the 22 day of September, 2011.

My Commission Expires:

J Dewey Edwards, Jr
Notary Public

July 9, 2016



Doc ID: 009477450003 Type: CRF
Recorded: 01/13/2012 at 09:23:36 AM
Fee Amt: \$26.00 Page 1 of 3
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3708 PG 555-557

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STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

**AMENDMENT TO MASTER DECLARATION OF
RESTRICTIVE AND PROTECTIVE COVENANTS FOR
BRADFORD ESTATES AND BRADFORD ESTATES
SECTION I (Book 3651, Page 58) - ANNEXATION OF
BRADFORD ESTATES, SECTION II**

Prepared by: Gaylor Edwards & Vatcher, P.A.
219 New Bridge Street
Jacksonville, NC 28540

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR BRADFORD ESTATES AND BRADFORD ESTATES, SECTION I - ANNEXATION OF BRADFORD ESTATES, SECTION II is made this the 12th day of January, 2012, by **CHERRYWOOD DEVELOPERS, INC.**, a North Carolina corporation, hereinafter referred to as the "Declarant":

WHEREAS, CHERRYWOOD DEVELOPERS, INC. has heretofore caused to be recorded a Master Declaration of Restrictive and Protective Covenants in Book 3651, Page 58, in the Office of the Register of Deeds of Onslow County, North Carolina (the "Master Declaration"); and

WHEREAS, the Master Declaration expressly reserved the right of the Declarant to expand the real property to be subject to the Master Declaration by annexing portions of the Development Area as described on Exhibit A of said Master Declaration; and

WHEREAS, the real property hereinafter described is a portion of the Development Area herein above referred to, and Declarant desires to subject said hereinafter described real property to the terms, covenants, restrictions and conditions set forth in the Master Declaration; and

WHEREAS, the Declarant will convey the real property hereinafter described as BRADFORD ESTATES, SECTION II, as shown on Exhibit 1, attached hereto and incorporated herein by reference, subject to all the terms, covenants, restrictions, conditions, liens and charges set forth in the Master Declaration, all of which are hereby incorporated by reference.

NOW, THEREFORE, it is hereby declared that all of the property described on Exhibit 1, attached hereto and incorporated herein, shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all terms and conditions set forth in the Master Declaration, which is declared and agreed to be pursuant to the annexation authorization set forth therein, and shall be deemed to run with the land and shall be a burden of and a benefit to the Declarant, its successors and assigns, and any person or entity acquiring or owning any interest in the real property hereby annexed, their grantees, heirs, successors, personal representatives, devisees and assigns.

1. **DESCRIPTION OF REAL PROPERTY ANNEXED:** Being all that property described on Exhibit 1, attached hereto and incorporated herein by reference as if fully set forth.

2. **INCORPORATION BY REFERENCE:** All of the terms, covenants, conditions, restrictions, rights, duties and obligations as set forth in the Master Declaration as recorded in Book 3651, Page 58, in the Office of the Register of Deeds of Onslow County, North Carolina, are hereby incorporated in this Amendment by reference. By annexation of BRADFORD ESTATES, SECTION II, the Declarant expressly reserves all rights and privileges of the Declarant set forth in the Master Declaration.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its duly authorized officer, as the act and deed of the Declarant, the day and year first above written.

CHERRYWOOD DEVELOPERS, INC.

By: Betty Bullock
Betty Bullock, its President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

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 purposes stated therein and in the capacity(ies) indicated:
BETTY BULLOCK

Date: January 12, 2012

J. Dewey Edwards, Jr.
(Official Signature of Notary)

J. Dewey Edwards, Jr.
(Notary's printed or typed name)

My commission expires: July 9, 2016



(Official Stamp or Seal)

Exhibit 1

BEING all that certain tract of land, containing 27.50 acres, as shown and described on a map entitled, "Final Plat, Showing Planned Residential Development, BRADFORD ESTATES, SECTION II", dated June 29, 2011, prepared by John L. Pierce & Associates, P.A. and recorded in Map Book 63, Page 20, Slide O-53, in the Office of the Register of Deeds of Onslow County, North Carolina.

Doc ID: 008489490002 Type: CRP
Recorded: 01/18/2012 at 02:40:19 PM
Fee Amt: \$26.00 Page 1 of 2
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3710 Pg 913-914

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STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

**AMENDMENT TO MASTER DECLARATION OF
RESTRICTIVE AND PROTECTIVE COVENANTS FOR
BRADFORD ESTATES, BRADFORD ESTATES SECTION I,
AND BRADFORD ESTATES SECTION II**

Prepared by: Gaylor Edwards & Vatcher, P.A.
219 New Bridge Street
Jacksonville, NC 28540

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR BRADFORD ESTATES, BRADFORD ESTATES SECTION I, AND BRADFORD ESTATES SECTION II, is made this the 17th day of January, 2012, by CHERRYWOOD DEVELOPERS, INC., a North Carolina corporation, hereinafter referred to as the "Declarant":

WHEREAS, Declarant has heretofore caused to be recorded a Master Declaration of Restrictive and Protective Covenants in Book 3651, Page 58, in the Office of the Register of Deeds of Onslow County, North Carolina (the "Master Declaration"); and

WHEREAS, in accordance with the terms of the Master Declaration, Declarant annexed a portion of the Development Area described in Exhibit "A" of said Master Declaration by execution of an Amendment to Master Declaration, annexing BRADFORD ESTATES, SECTION II, recorded in Book 3708, Page 555, in the Onslow County Registry (the "First Amendment"), the Master Declaration and First Amendment being hereinafter referred to as the "Declaration"; and

WHEREAS, Article XXVII of the Master Declaration, entitled "Modification", authorizes the owners of sixty seven percent (67.0%) of the lots in the subdivision to modify or amend the restrictive and protective covenants of the Declaration, and entitles the Declarant to amend the Declaration, without the joinder of any owner, if Declarant owns sixty seven percent (67.0%) of the lots in the subdivision; and

WHEREAS, Declarant is the owner of sixty seven percent (67.0%) of the lots in the subdivision and desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, the Declarant does hereby modify and amend Article X of the Master

Declaration, entitled "Erection of Fences", by deleting the first sentence of Article X in its entirety and substituting therefore the following:

Fences, not to exceed six (6) feet in height, constructed of wood or vinyl materials, may be constructed between the front of the primary dwelling and the rear lot line.

EXCEPT as hereby amended and modified, the conditions, covenants and restrictions set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its duly authorized officer, as the act and deed of the Declarant, the day and year first above written.

CHERRYWOOD DEVELOPERS, INC., a North Carolina corporation

By: Betty Bullock
Betty Bullock, its President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

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 purposes stated therein and in the capacity(ies) indicated:
BETTY BULLOCK

Date: January 17, 2012

J. Dewey Edwards, Jr.
(Official Signature of Notary)


J. Dewey Edwards, Jr.
(Notary's printed or typed name)

My commission expires: July 9, 2016



(Official Stamp or Seal)

Dewey


 Doc ID: 000608310003 Type: CRP
 Recorded: 09/12/2012 at 08:42:34 AM
 Fee Amt: \$26.00 Page 1 of 3
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
BK 3740 PG 922-924

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STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

**THIRD AMENDMENT TO MASTER DECLARATION OF
RESTRICTIVE AND PROTECTIVE COVENANTS FOR
BRADFORD ESTATES, BRADFORD ESTATES SECTION I,
AND BRADFORD ESTATES SECTION II**

Prepared by: Gaylor Edwards & Vatcher, P.A.
219 New Bridge Street
Jacksonville, NC 28540

**THIS THIRD AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE AND
PROTECTIVE COVENANTS FOR BRADFORD ESTATES, BRADFORD ESTATES SECTION I, AND
BRADFORD ESTATES SECTION II, is made this the 12th day of March, 2012, by CHERRYWOOD
DEVELOPERS, INC., a North Carolina corporation, hereinafter referred to as the "Declarant" and
ATLANTIC CONSTRUCTION, INC., a North Carolina corporation, hereinafter referred to as "Atlantic":**

**WHEREAS, Declarant has heretofore caused to be recorded a Master Declaration of Restrictive and
Protective Covenants in Book 3651, Page 58, in the Office of the Register of Deeds of Onslow County, North
Carolina (the "Master Declaration"); and**

**WHEREAS, in accordance with the terms of the Master Declaration, Declarant annexed a portion of
the Development Area described in Exhibit "A" of said Master Declaration by execution of an Amendment to
Master Declaration, annexing BRADFORD ESTATES, SECTION II, recorded in Book 3708, Page 555, in the
Onslow County Registry (the "First Amendment"); and**

**WHEREAS, the Master Declaration was also amended by instrument recorded in Book 3710, Page 913,
in the Onslow County Registry (the "Second Amendment"). the Master Declaration, First Amendment and
Second Amendment being hereinafter referred to as the "Declaration"**

**WHEREAS, Article XXVII of the Master Declaration, entitled "Modification", authorizes the owners of
sixty seven percent (67.0%) of the lots in the subdivision to modify or amend the restrictive and protective
covenants of the Declaration, and entitles the Declarant to amend the Declaration, without the joinder of any
owner, if Declarant owns sixty seven percent (67.0%) of the lots in the subdivision; and**

WHEREAS, Declarant and Atlantic are the owners of all of the lots in the subdivision and desire to amend the Declaration as hereinafter provided; and

WHEREAS, the Declarant and Atlantic desire to reduce the number of members required to be present at meetings to constitute a quorum for the purpose of conducting such meetings from thirty percent (30%) to ten percent (10%); and

WHEREAS, the Declarant has not made a final decision, but is considering dedicating a portion of the Development Area (as defined in the Master Declaration), as "common area" for the common use, benefit and enjoyment of the owners of Lots in the Subdivision, and desires to amend the Master Declaration to require an additional assessment for the maintenance and upkeep of such "common area" in the event a portion of the Development Area is so dedicated.

NOW, THEREFORE, the Declarant and Atlantic do hereby modify and amend the Master Declaration as follows:

1. Article XIX of the Master Declaration, entitled "BRADFORD ESTATES HOA, INC.", sub-paragraph H.(vii), is amended by deleting the second sentence of said Article XIX, sub-paragraph H.(vii) in its entirety and substituting therefore the following:

At the first such meeting called, the presence of members or of proxies entitled to cast ten percent (10%) of the votes of all members shall constitute a quorum.

2. Declarant reserves the right, but not the obligation, without the consent or joinder of any owner, to dedicate, by execution and recordation of an amendment or Supplemental Declaration to the Master Declaration, a portion of the Development Area as common area for the common use, benefit and enjoyment of owners of Lots constituting any portion of the Property (as defined in the Master Declaration) and to require the payment by all such owners of Lots to pay assessments, general and special, for the maintenance, upkeep and repair of the common area, together with any improvements constructed, or placed, thereon. Enforcement of payment of such assessments for the common area shall be the same as provided for enforcement of collection of the assessments set forth in the Master Declaration. In the event the Declarant does not record an amendment dedicating a portion of the Development Area as common area on or prior to the recordation of any Supplemental Declaration annexing the remaining Development Area, or ten (10) years following the recordation of this Third Amendment, whichever occurs first, this right to dedicate common area shall be deemed terminated.

EXCEPT as hereby amended and modified, the conditions, covenants and restrictions set forth in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its duly authorized officer, as the act and deed of the Declarant, the day and year first above written.

CHERRYWOOD DEVELOPERS, INC., a North Carolina corporation

By: Betty Bullock
Betty Bullock, its President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

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 purposes stated therein and in the capacity(ies) indicated:
BETTY BULLOCK

Date: March 12, 2012

J. Dewey Edwards, Jr.
(Official Signature of Notary)

J. Dewey Edwards, Jr.
(Notary's printed or typed name)

My commission expires: July 9, 2016



(Official Stamp or Seal)

ATLANTIC CONSTRUCTION, INC., a North Carolina corporation

By: Joseph J. Henderson, II
Joseph J. Henderson, II, its President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

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 purposes stated therein and in the capacity(ies) indicated:
JOSEPH J. HENDERSON, II

Date: March 12, 2012

J. Dewey Edwards, Jr.
(Official Signature of Notary)

J. Dewey Edwards, Jr.
(Notary's printed or typed name)

My commission expires: July 9, 2016



(Official Stamp or Seal)