

Prepared by: Lanier, Fountain & Ceruzzi/dd  
114 Old Bridge Street  
Jacksonville, NC 28540

STATE OF NORTH CAROLINA  
COUNTY OF PENDER

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF WYLIE BRANCH, SECTION I

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions of Wylie Branch Subdivision ("Amendment") made this the 6 day of July 2023, by Island Creek Developers, LLC, a North Carolina limited liability company, whose address is PO Box 7122, Jacksonville, NC 28540 (the "Declarant") and Wylie Branch Homeowner's Association, Inc., a North Carolina Non-Profit Corporation (the "Association").

RECITALS:

WHEREAS, Declarant as the Developer and Declarant of Wylie Branch Subdivision (the "Subdivision"), caused to be recorded that certain Declaration of Covenants, Conditions, and Restrictions in Book 4693, Page 2839, Pender County Registry (the "Declaration"), as amended; and

WHEREAS, pursuant to the Declaration, the Declarant and the Association have the right to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, pursuant to the authority above identified and recited, the Declarant amends the Declaration as follows:

1. ARTICLE X, Section 10.18 Fences is deleted in its entirety and the following inserted in lieu thereof:

"Section 10.18 Fences. All fence construction shall be subject to the approval of the Declarant during the Development Period in its sole discretion. All fencing, unless otherwise approved by the Declarant, shall remain 10 feet off any rear property line and utility easement. All wooden or plastic fence materials must be maintained in good condition, repair and appearance. The Architectural Control Committee shall have approval authority after the Development Period.  
submitted electronically by "Lanier Fountain & Ceruzzi"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Pender County Register of Deeds.

Notwithstanding the above, any fence shall come off the back corners of the dwelling structure. The decorative side of the fence shall face outwards. All fencing should run to the neighbor's fence (with their approval) or leave 3 feet between the properties for maintenance. In the event a fence should cross or encroach upon a drainage or utility easement line, the Owner shall be responsible for the expense of moving the fence for purposes of allowing the maintenance, repair or replacement of said utility line or drainage system. Should the Owner fail or refuse to remove the fence, the Declarant shall have the right to remove the same at the sole expense of the Owner.

No fencing will be allowed within the setback or MBL (minimum build line) that is adjacent to any street, to include corner lots."

2. ARTICLE X, Section 10.21 Ancillary Buildings is deleted in its entirety and the following inserted in lieu thereof:

**"Section 10.21 Ancillary Building.** Any approved building to be constructed on a Lot in addition to the existing dwelling must match the home in siding and roof color and material. Roofline must match the home - no "barn" style roof lines permitted. The building must be located behind the rear face of the dwelling and cannot be located between the setback or MBL (minimum build line) and the lot boundary line or property line."

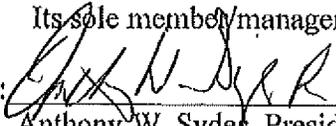
3. Except as specifically amended or altered by this Amendment, all provisions, restrictions and covenants contained in the original Declaration shall continue in full force and effect according to the terms of the same as modified hereby. In the event of any conflict between the Declaration and the provisions of this Amendment, the terms and provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in such form as to be binding, all by authority duly give, this the day and year first above written.

**DECLARANT:**

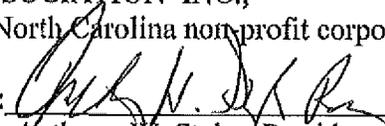
ISLAND CREEK DEVELOPERS, LLC  
A North Carolina limited liability company

By: A. Sydes Construction, Inc.,  
Its sole member/manager

By:   
Anthony W. Sydes, President

**ASSOCIATION:**

WINDPOINTE HOMEOWNER'S  
ASSOCIATION INC.,  
A North Carolina non-profit corporation

By:   
Anthony W. Sydes, President

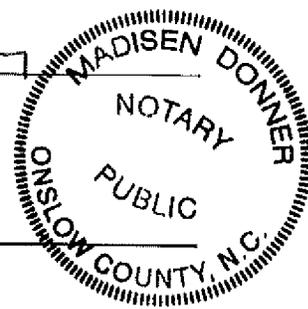
STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document in the capacity indicated thereon: Anthony W. Sydes.

Date: July 6 2023.

Madi Sen Donner  
Notary Public

My Commission Expires: 08/29/26



NORTH CAROLINA  
COUNTY OF ONSLOW

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document in the capacity indicated thereon: Anthony W. Sydes

Date: July 6, 2023.

Madi Sen Donner  
Notary Public  
Print Name: MADISEN DONNER  
My commission expires: 08/29/26

