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Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
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MARSH HAVEN

AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARSH HAVEN

Prepared by and return recording to:



Ellen P. Wortman
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PO Drawer 2088
Wilmington, NC 28402-2088

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW**

**AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARSH HAVEN**

**THIS AMENDMENT TO THE SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MARSH HAVEN** is made this 16th day of May, 2017 by the undersigned Mid-Atlantic IRA,
LLC, FBO Cameron L. Smith IRA, "Declarant" of Marsh Haven, a planned community in Stump
Sound Township, Onslow County pursuant to its right in Article X to amend the Second Amended And
Restated Declaration Of Covenants, Conditions And Restrictions For Marsh Haven in order to exercise
any development right.

WITNESSETH:

WHEREAS, MARSH HAVEN is a real estate development located in Onslow County, North
Carolina further identified on following map(s):

- A. "Marsh Haven, Section 1" recorded in Map Book 63, Pages 50, 50A, 50B, 50C, 50D,
50E, 50F, 50G and 50H, Onslow County Registry;
- B. "Marsh Haven, Section 1" recorded in Map Book 63, Pages 192, 192A and 192B,
Onslow County Registry;
- C. "Marsh Haven, Section 1-B" recorded in Map Book 64, Pages 157 and 157A, Onslow
County Registry;
- D. "Marsh Haven Phase 2, Section 1" recorded in Map Book 66, Pages 73, 73A, and 73B;
- E. "Revision Plat Marsh Haven Phase 2, Section 1" recorded in Map Book 66, Pages 137
and 137A;

C.S. & C. P. 2/8/17

- F. "Marsh Haven Phase 2, Section 2" recorded in Map Book 66, Pages 226, 226A, 226B and 226C; and
- G. "Marsh Haven Phase 2, Section 3" recorded in Map Book 69, Pages 75, 75A, 75B, 75C and 75D in the Onslow County Registry.

WHEREAS, Declarant caused to be recorded the following:

- A. "Declaration Of Covenants, Conditions And Restrictions For Marsh Haven" recorded on January 26, 2012 in Book 3714 at Page 770 in the Onslow County Registry;
- B. "Septic System Agreement And Deed Of Easement" recorded on February 9, 2012 in Book 3722 at Page 697 in the Onslow County Registry;
- C. "Right-Of-Way Easement" recorded on February 9, 2012 in Book 3723 at Page 68 in the Onslow County Registry;
- D. "Amended and Restated Declaration of Covenants, Conditions and Restrictions of Marsh Haven" recorded on April 16, 2012 in Book 3761 at Page 710 in the Onslow County Registry;
- E. "Corrective Or Scrivener's Affidavit For Notice Of Typographical Or Other Minor Error" recorded on August 13, 2012 in Book 3830 at Page 126 in the Onslow County Registry;
- F. "Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Marsh Haven" recorded on September 5, 2012 in Book 3844 at Page 719 in the Onslow County Registry;
- G. "Bylaws of Marsh Haven HOA" recorded on November 28, 2012 in Book 3889 at Page 430 in the Onslow County Registry;
- H. "Underground Electric Service Land Development" recorded on April 16, 2013 in Book 3968 at Page 920 in the Onslow County Registry; and
- I. "Supplementary Restrictive Covenants For Marsh Haven" recorded on November 19, 2014 in Book 4292 at Page 757 in the Onslow County Registry.

WHEREAS, Declarant may amend the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Marsh Haven pursuant to the terms, conditions and provisions of Article X, Section 10.1 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Marsh Haven, if necessary for the exercise of any development right; and

WHEREAS, Declarant previously recorded plats for Phase 2 and annexed Phase 2 into **MARSH HAVEN HOA, INC**; and

WHEREAS, Declarant desires to clarify the off-site septic system which supports certain lots in Phase 2 of **MARSH HAVEN** shall be maintained and financially supported in the same manner as the off-site septic system which supports Phase 1 of **MARSH HAVEN**;

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AND, WHEREAS, the purpose of this Declaration is to amend the Second Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Marsh Haven.

NOW, THEREFORE, Declarant hereby declares that the following amendments are necessary for the exercise of its development rights for Phase 2 and that the all properties in MARSH HAVEN shall be held, sold, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following amendments, all of which are binding on all parties having any right, title or interest in the described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, said easements, restrictions, covenants and conditions are as follows:

First Amendment

Article I, Section 1.11 entitled Common Expenses, is amended as follows:

The phrase "septic system" is deleted and replaced with "portions of the septic system which are not defined as Limited Common Elements in Article IV, Section 4.8"

Second Amendment

Article IV, Section 4.8.i. entitled Wastewater, shall be amended and replaced with the following:

- i) Owners understand Declarant constructed an off-site wastewater system for the Lots in Section 1 and Section 1-B of MARSH HAVEN, which system is governed by the SEPTIC SYSTEM AGREEMENT AND DEED OF EASEMENT recorded at Book 3722, Page 697 of the Onslow County Registry and incorporated herein, and is constructing an off-site wastewater system for certain Lots in Phase 2 of MARSH HAVEN, which system will also be governed by a SEPTIC SYSTEM AGREEMENT AND DEED OF EASEMENT to be recorded in the Onslow County Registry. Lot Owners in MARSH HAVEN agree Declarant may contract with a licensed operator or private company to maintain the off-site wastewater system. Lot Owners in MARSH HAVEN whose Lots are serviced by these systems shall be responsible for all periodic fees and other fees charged by the licensed operator or private company for continuing service to the individual Lot. These fees may be increased by the company or regulatory agency responsible for maintaining the waste water lines and will be assessed against all applicable Lot Owners as a Limited Common Element expense. Lot Owners whose Lots are serviced by an off-site septic system shall also be responsible for maintenance of that portion of the wastewater system located on their Lot, including but not limited to the septic tanks, grinder pumps and pump tanks. Lot Owners whose Lots are serviced by off-site septic systems understand the Association will maintain the force mains located in Common Areas and in the right of ways, and will also maintain the drain fields. Work necessary to repair the force mains or drain fields will be assessed against those Owners whose Lots are serviced by the particular force main or drain field which needs repair, as those items are considered Limited Common Elements.

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Third Amendment

Article VII, Section 7.3 entitled Septic System Easements, shall be amended and replaced with the following:

Section 7.3 Septic System Easements. Septic system easements shown on the recorded Plats of **MARSH HAVEN**, including any revisions thereto, are reserved by Declarant, its successors and assigns, for installation, repair, replacement and maintenance of the Wastewater System in Section 1 and Section 1-B and Phase 2 and include the right to keep said easements free and clear of all obstructions. As between the easements reserved by this Declaration and the easements that are located in the same area as shown on the recorded maps, the easements that are greater in width shall be the easements that are in effect.

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

Mid-Atlantic IRA, LLC FBO Cameron L. Smith IRA

BY: Lisa Goodnough
NAME: ~~John Kiley~~ Lisa Goodnough
TITLE: Custodian

STATE OF MARYLAND
COUNTY OF FREDERICK

This 16th day of May, 2017, personally came before me Sarah Johnson Cantrell,
Notary Public of Frederick County, State of Maryland, ~~John Kiley~~, Lisa Goodnough
who, being by me duly sworn, says that he is the Custodian of Mid-Atlantic IRA, LLC FBO Cameron L. Smith IRA, and that by authority duly given, the foregoing instrument was signed and sealed by him/her as on behalf of said entity.

[CHECK ONE] (i) I have personal knowledge of the identity of the principal; or (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a Driver's License.

Witness my hand and official stamp or seal this 16th day of May, 2017
Notary Public: Sarah Johnson Cantrell
My commission expires: 3-21-18

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Joinder and Consent

Lot 59, Marsh Haven Phase 2, Section 3, Map Book 69 at Page 75B, Onslow County Registry

We, the undersigned, being the owners of Lot(s) listed above, join in the foregoing AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARSH HAVEN, for the purpose of clarifying the maintenance responsibilities of the off-site septic system which supports these lots and subjecting the above referenced Lot(s) to the maintenance obligations clarified in the Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Marsh Haven, and all other filings referenced in the AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARSH HAVEN.

In witness whereof the undersigned have hereunto set their hands and seals, this the 15 day of MARCH 2017.

BY: [Signature]
~~Corey Meyer~~ (CRM)
CORY R MOYER

STATE OF NORTH CAROLINA
COUNTY OF

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: SELF

Witness my hand and Official Seal on this Date shown.

[Signature] Date: 3/15/17
Notary Public My Commission Expires: 4-27-19

JOHN C WATSON IV
NOTARY PUBLIC
Craven County
North Carolina
My Commission Expires April 27, 2019

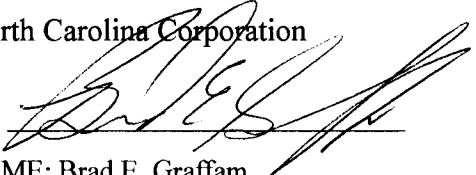
Joinder and Consent

Lots 58, 59 and 60, Marsh Haven Phase 2, Section 3, Map Book 69 at Page 75B, Onslow County Registry

We, the undersigned, being the owners of Lot(s) listed above, join in the foregoing AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARSH HAVEN, for the purpose of clarifying the maintenance responsibilities of the off-site septic system which supports these lots and subjecting the above referenced Lot(s) to the maintenance obligations clarified in the Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Marsh Haven, and all other filings referenced in the AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARSH HAVEN.

In witness whereof the undersigned have hereunto set their hands and seals, this the 13 day of MARCH 2017.

Graffam Construction, Inc.
A North Carolina Corporation

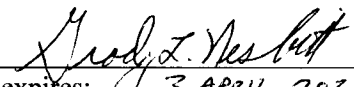
BY: 
NAME: Brad E. Graffam
TITLE: President

STATE OF NORTH CAROLINA
COUNTY OF

This 13TH day of MARCH 2017, personally came before me GRADY L. NESBITT, a Notary Public of ONSLAW County, State of North Carolina, Brad E. Graffam, who, being by me duly sworn, says that he is the President of Graffam Construction, Inc. and that by authority duly given, the foregoing instrument was signed and sealed by him as on behalf of said entity.

[CHECK ONE] (i) I have personal knowledge of the identity of the principal; or (ii) I have seen satisfactory evidence of the principal's identity by a current state or federal identification, with the principal's photograph, in the form of a N.C. DRIVER LICENSE

Witness my hand and official stamp or seal this 13TH day of MARCH 2017,

Notary Public: 
My commission expires: 13 APRIL 2021

