



FILE # 1630252

FOR REGISTRATION REGISTER OF DEEDS  
Karen S. Hardesty  
Carteret County, NC  
February 20, 2019 04:33:20 PM  
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*This instrument prepared by Harris Law Firm, PLLC Street, Morehead City, NC 28557 File#16420*

STATE OF NORH CAROLINA

COUNTY OF CARTERET

**DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
SALT CREEK SUBDIVISION**

This Declaration, dated for reference purposes only, the 14th day of February, 2019 by **SALT CREEK HOLDINGS, LLC**, North Carolina Limited Liability Company, whose address is 505 Crestwood Drive, Newport, NC 28570 (hereinafter "DECLARANT").

**WITNESSETH**

***THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF  
POLITICAL SIGNS.***

WHEREAS, DECLARANT is the owner of certain property (hereinafter Property") in Carteret County, Morehead Township, North Carolina and more particularly described as follows:

**All of those Lots and common property as depicted on a plat entitled "Salt Creek, Lots 1 thru 44" prepared by The Cullipher Group which map is recorded in Map Book 33 at Page 763 of the Carteret County Registry, (hereinafter "Plat".)**

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WHEREAS, Declarant, for the use and benefit of itself and its successors and assigns, does desire to encumber, place, and impose upon the Property subject to this Declaration the following conditions covenants, reservations, easements and restrictions to ensure the proper use, development and improvement of such Property; to enhance the value, desirability and attractiveness of the Property; to protect against the construction of improvements and structures built of improper or unsuitable materials; to ensure compliance with all applicable zoning ordinances, building codes, and environmental laws and regulations; to provide for a method for the maintenance and continued improvement of certain common areas and facilities appurtenant to the Property; and to otherwise provide for the construction and development of quality improvements on the Property, all for the benefit of owners of Lots in the Property;

NOW, THEREFORE, Declarant hereby declares that all numbered Lots in the Property as shown on the Plat, as identified herein and any other Lots added to this general subdivision regime by Declarant as provided herein, shall be held, sold and conveyed subject to the rights, obligations, limitations, and benefits created by this Declaration, which are for the purpose of protecting the aesthetic and economic value and desirability of said Lots; which shall be binding on all parties having any right, title or interest therein or any part thereof, their heirs, successors and assigns; which shall inure to the benefit of each owner thereof; and which shall run with the title to each such Lot.

1. **DEFINITIONS.**

SECTION 1. "Association" shall mean and refer to Salt Creek Homeowners Association, Inc., its successors and assigns.

SECTION 2. "Common Area" shall mean those right of ways/roads identified as "Henderson Drive", "Salt Creek Lane", and "Wild Berry Ct." on the Plat; those parcels of land identified as "COMMON AREA #1", "COMMON AREA #2" and "COMMON AREA #3", on the Plat; and any other areas labeled as "COMMON AREA" on the Plat or any subsequent subdivision plat annexed to the Subdivision development and made subject to this Declaration.

SECTION 3. "Common Facilities" shall mean and refer to all improvements constructed on or made to the Common Areas including any ponds, drainage facilities, roads, driveways, buildings, benches, picnic tables, shelters, boat ramps, piers or docks, parking areas, walking trails, play equipment or otherwise. In the event the Association acquires or assumes operation of any utilities serving the Property, said utilities may also be deemed Common Facilities by the Association. The recitals contained herein are for illustration only, and nothing contained in this Section or in the Declaration shall obligate Declarant or the Association to construct any specific facilities.

SECTION 4. "Declarant" shall mean and refer to SALT CREEK HOLDINGS, LLC, as well as its successors and assigns, if Declarant shall make an express conveyance of its rights as developer hereunder to such successor or assign.

Transfer of special declarant rights. Pursuant to NCGS §47F-3-104 the initial Declarant may assign all or part of its rights given it under this Declaration as Declarant to third parties.

SECTION 5. "Declaration" shall mean this Declaration of Covenants, Conditions, Restriction and Easements for SALT CREEK Subdivision, as the same may be amended, renewed or extended from time to time in the manner herein provided.

SECTION 6. "Development" shall mean all of the Property shown on the Plat, and as shown on any future Plats of the Property or additions thereto which are specifically made subject to this Declaration.

SECTION 7. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map brought within the jurisdiction of this Declaration which is restricted as a single-family residential site.

SECTION 8. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 9. "Owner" shall mean and refer to any one or more persons or entities, other than Declarant or its assigns, which is the record owner of a fee simple title to any Lot which is a part of the Development, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 10. "Plat" shall mean the Plat recorded in Plat Book 33, page 763 Carteret County Registry and as described above, any recorded revisions thereto, and any subsequent recorded plat of property annexed to the SALT CREEK Subdivision plan and made subject to this Declaration.

SECTION 11. "Property" shall mean and refer to the property described above which is made subject to this Declaration, and such additions of property which may be subsequently annexed to the SALT CREEK Subdivision plan and made subject to this Declaration. The areas on the plat designated as "Reserved by Owner" shall not be considered a part of the property and are not subject to the terms of this Declaration unless submitted as additional property pursuant to Section 32(b) herein.

SECTION 12. "Roads" shall mean Henderson Drive, Salt Creek Lane, and Wild Berry Ct. and any subsequent vehicular right of ways which appear upon any subsequently annexed plat of property made subject to this Declaration.

2. **SINGLE FAMILY USE**: Each Lot may be used only for single family residential purposes, and only one (1) living unit may be constructed on any Lot. No Lot may be used for business or commercial purposes. However, DECLARANT or its assigns may be entitled to maintain a sales office on the property until all Lots are sold. No living unit may be utilized in the nature of a timeshare or use share arrangement.

3. **ARCHITECTURAL CONTROL COMMITTEE**: There shall be established a Committee of the Association known as the Architectural Control Committee. (hereinafter "ACC"). The Committee shall consist of three (3) Members. So long as the DECLARANT owns any lots within the development, it shall have the right to appoint those Committee Members. Thereafter, they shall be appointed by the Association in the manner it deems appropriate. The Association Board may establish itself as the Architectural Control Committee. The Committee shall establish reasonable rules and regulations for the conduct of its business. However, its purpose shall be to receive and review site plans, drawings, and other relevant materials for any improvements to be constructed on the Lot. The Committee shall ensure that the external appearance of the structures built within the property shall be consistent and to that end, shall have the right to prohibit "extreme" designs and/or architecture.

The Architectural Control Committee shall have a period of 30 days from the date the plans and specifications for proposed improvements are first submitted to the Committee to make a decision. All decisions shall be in writing and shall be delivered to the person submitting the plans and specifications within three days following the date of decision. Delivery shall be deemed to have occurred upon the depositing in a U. S. Post Office official depository of such decision in a first-class postage paid mailer addressed to the applicant's address. The Committee's decision shall be to either approve such plans and specifications without comment; or to conditionally approve such plans and specifications upon the applicant's written acceptance of certain stated changes; or to disapprove such plans and specification altogether. Upon approval or conditional approval (with written acceptance of changes) by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved or conditionally approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specification or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot. Approval of such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval. Disapproval of plans and specifications shall not impair any applicant's ability to immediately re-submit new plans and specifications for

consideration. In the event no response is made to an applicant within 30 days of the date plans and specifications were first submitted to the Committee, such plans and specifications shall be deemed approved.

(c) Neither Declarant, Association, nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. FURTHER, NEITHER DECLARANT, ASSOCIATION, NOR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIABLE IN DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OF SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSIONS OF SUCH PLANS AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT WAIVES ANY AND ALL CLAIMS, AGAINST, AND COVENANTS AND AGREES NOT TO BRING ANY ACTION OR SUIT AGAINST DECLARANT, ASSOCIATION, ITS BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE, TO RECOVER ANY DAMAGES, AND HEREBY RELEASES SAME FROM ANY AND ALL SUCH CLAIMS, DEMANDS, CAUSES OF ACTION AND LIABILITY, AND FURTHER WAIVES ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT SUCH A RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

4. **BUILDING REQUIREMENTS:**

- a. Site preparation must take into consideration of the existing trees, mainly hardwoods, in the site planning for the placement of the dwelling, septic, drive and other improvements as to not disturb or destroy the existing trees.
- b. No residence shall contain less than 1,600 square feet of heated space on Lots 9-44. No residence shall contain less than 2,000 square feet of heated space on Lots 1-8.
- c. Each home must have an attached two car garage.
- d. Entry floors for homes shall be a minimum of 24 inches above finished grade.
- e. **Exterior Wall Treatments:** The materials listed below are acceptable exterior wall treatments for vertical and horizontal surfaces (except as noted). When used in combination, transitions from one material to another shall be made in an aesthetically sensitive manner such that the appearance and style of the home is consistent on all sides.

**Materials:**

- Foundation walls, piers, and chimneys shall be brick or stucco.

- Wood clapboard painted or stained with minimum ½” butt, 4” to 8” exposure.
- Traditional Portland cement stucco in muted colors, natural, tinted or painted.
- Wood shingle.
- Brick.
- Cement based siding board.
- Premium vinyl siding.
- Soffits must be of wood, aluminum, or vinyl materials.
- Wood walls shall have minimum 4” trim at corners and 6” trim on fascia.
- Chimneys shall extend to the ground.

f. **Roofing:**

Materials: Acceptable roof materials are dimensional architectural asphalt shingles, stand and seam metal, and wood shake. No 3 tab shingles permitted.

Configuration:

- Principle roof: symmetrical gable or hip with a minimum slope of 6:12. A minimum slope of 4:12 permitted on porch roofs.
- Minimum roof overhangs is 12”.

g. **Windows, Doors, Shutters, and Trim:**

Materials:

- Windows shall be wood or vinyl in clear glass or a tinted glass in gray or smoke colors.
- Doors shall be a painted or stained wood or fiberglass.
- Shutters shall be of wood or solid PVC.
- Windows shall be operable casement or sash of vertical orientation. Single Hung windows are not permitted.
- Single bay garage doors shall be 16’0” maximum width and 8’0” minimum clear height.
- Single door openings shall be 48” maximum.

h. **Screen Doors:** Front screen doors are not permitted. Storm doors with screens are allowed. Screening is not allowed at the garage doors and ACC approval is required for all other screen door applications.

i. **Vents:** Plumbing vents, mechanical vents and fans, turbine type attic vents and other similar types of vents shall not be located on the front elevation.

j. **Ceiling Height:** A minimum of 9’ on first floor and a minimum of 8’ on other floors.

k. **HVAC Units:** HVAC units shall not encroach on any setback. Window air conditioning units and through-wall units are not permitted. *Note: the offset requirements by manufacturers should be taken into account when setting the HVAC equipment pad.*

- l. **Awnings & Overhangs:** The installation of awnings or overhangs requires ACC approval. The awning or overhang color must be the same as or generally recognized as complementary to the exterior of the residence. Metal awnings are prohibited.
- m. **Glass Block:** Glass block on the exterior of a dwelling shall be subject to ACC approval. Glass block shall not be a dominant feature for the dwelling or elevation.
- n. **Covered Porches:** All homes with covered front porch must have a minimum of six feet in depth. Front porch columns in every case shall be a minimum of 8" (square or round).
- o. **Screen Porches/Patios & Other Enclosures:** ACC approval is required for the construction of covered porches, patios, and other enclosures. Such structures and their supports shall be substantial in appearance, and reflect the style and architectural detail of the residence. Such structures shall be constructed of materials that are generally acceptable as complementary to the residence and be designed and installed as an integral part of the residence with rooflines that complement that of the principle structure. Any such structure must be located so as not to obstruct or diminish the view of or create the unreasonable level of noise for adjacent property owners. Such structures are not permitted on the street(s) façade. Construction shall not occur over easements unless specifically approved by the utility company having jurisdiction and must comply with the applicable governmental requirements. Screens shall be either dark bronze or charcoal.
- p. **DRIVEWAYS:** Driveways may be constructed with the following materials and design:
- Concrete
  - Pervious concrete
  - Brick pavers
  - Carriage, runner style design
  - Only one driveway cut for each lot
- q. **Storage Sheds:** Storage sheds are permitted provided it meets the following requirements:
- Only one storage shed may be erected on lot. Location of storage shed must have ACC approval.
  - The shed may be no larger than 100 square feet.
  - Shed will not exceed 14' in height.
  - Exterior must be finished with similar wall materials, roofing materials and color scheme as dwelling.
  - Must be located within required lot setbacks.
  - May not increase the impervious area that would exceed the impervious area designated to each lot unless required BMP applications are approved.
- r. **Additions, Modifications, & Expansions:** Any addition, modification, expansion or similar alteration, including changes to the color scheme, or a previously approved residence, whether before or after the initial construction, is subject to the requirements

of these Guidelines and must be submitted to the ACC for approval. Updated impervious area calculations must be included in the submission of the ACC.

- s. **Landscaping:** Each home must have sodded yards that will cover front yard from the street and to the front corners of house and have at least 20 plants and mulch to be used for plant beds in front of house.
  5. **SIGNS:** Signs shall not be allowed on any Lot except for a single "For Sale" sign no greater than six (6) square feet in size and a "Builder" sign no greater than six (6) feet in size. Nevertheless, as long as the DECLARANT owns any Lots within the subdivision, it may utilize whatever promotional signage it deems appropriate.
  6. **BUILDING SET BACK REQUIREMENTS:** The building set back requirement shall be as established by the County of Carteret and/or as depicted on the recorded Plat. Should there be in difference in the setback requirements, the greater set back shall control.
- The Declarant or Architectural Control Committee may, for good cause only, waive violations of the setbacks and building lines and the building requirements provided for in Section 4. Such waiver shall be in writing, must specifically state the reason for the waiver and be recorded in the Carteret County Register of Deeds Office. A document executed by the Architectural Control Committee or Declarant, shall be, when recorded, conclusive evidence that the requirements of ACC have been complied with. Nothing contained herein shall be deemed to allow the Architectural Control Committee to waive violations which must be waived by an appropriate governmental authority.
7. **FENCES:** No chain link fence shall be allowed. Any fence must be submitted to the Architectural Control Committee for review and approval. No fence shall exceed four (4) feet in height and shall be located no further than the front corner of attached garage.
  8. **FUEL TANKS:** Any fuel tank located upon the Lot shall be underground or suitable screened from view.
  9. **TELEVISION ANTENNAS:** There shall be no detached satellite dishes erected upon any Lot. A satellite dish affixed to the house and having a size no greater than eighteen (18) inches in diameter is permitted. Every effort shall be made so as to locate the antenna in a fashion that it would not be visible from the street.
  10. **FURTHER SUBDIVISION/COMBINATION:** No Lot shall be further subdivided. Should multiple Lots come into common ownership or should they be formally combined, they shall, nevertheless, remain separate Lots for the purpose of voting and paying dues and assessments within the Homeowners Association.
  11. **NUISANCE:** No nuisance, obnoxious, or offensive activity shall be carried on any Lot.

12. **ANIMALS**: No livestock or poultry of any kind shall be kept or maintained upon any Lot or any dwelling. Generally accepted domestic animals, to specifically include, but not limited to, dogs and cats are permitted. However, any such animal shall be restrained by leash or otherwise when not on its owner's property. In addition, all such animals shall be maintained in accordance with the applicable ordinances of the County of Carteret.

13. **ABANDONED VEHICLES and TRASH**: There shall be no unlicensed and/or abandoned vehicles, trailers, or boats located on any Lot or roadway within the development. There shall be no abandoned appliances and the like or trash maintained on any Lot except when the same is being placed out for collection.

14. **BOATS, UTILITY TRAILERS and RECREATIONAL VEHICLES**: A single boat may be parked on each Lot within the subdivision. The boat may not be parked closer to the street than the street-facing edge of the house. Boats must be stored on an operational trailer. Any boats parked within the subdivision shall be maintained in neat and orderly condition. A boat may not be more than 26 feet in length. The Homeowners Association shall have the right to establish more specific rules and regulations for boat parking that are not inconsistent with the terms of the paragraph. No commercial utility trailers may be stored on lot. Utility trailers that do not exceed 12 feet in length may be store in the rear yard of lot. No other recreational vehicles may be stored on lot.

15. **EASEMENTS**: The Plat of the Subdivision depicts various drainage and utility Easements. All Easements on the recorded Plan shall be for he purses stated thereon. The DEVELOPER specifically reserves unto itself and its assigns to grant Easements with the utility Easement area for the purpose of installing and maintain Easements. The DEVELOPER retains for itself and for its assigns the right to continue to utilize and maintain the areas depicted on the Plat as Drainage Easements. No property owner shall place anything within an easement area that would interfere with its stated use. No property owner shall place anything upon or in any way interfere with the free use of the water access easement as depicted upon the plat. The Homeowner's Association shall have the responsibility of maintaining the water access area in a neat and usable condition. In addition, the Homeowner's Association shall have the right and duty to ensure that the water access area is kept open, clear, and usable for its stated purpose. The Homeowners Association shall have the right to adopt other reasonable rules and regulations with regard to such easement areas.

**Reservation of Access Easement by Declarant**. Declarant reserves an easement for itself, its grantees, successor and assigns, to enter upon the Development for use of Common Areas and Facilities, and for access, including ingress and egress for both vehicles and pedestrians, to and from any public street, road, land, walkway or right-of-way. Declarant further reserves the right to connect, at Declarant's expense, to any street, roadway, walkway or other means of access that are located on the Common Areas of the Development. Declarant is the owner of property identified as "Tract 2" on Map Book 33, page 737, Carteret County Registry and specifically

reserves for itself and its assigns of Tract 2 an easement for access, ingress and regress and for the installation of utilities along Henderson Drive as shown on the plat of subdivision.

Third Party Access across Henderson Drive. There is specifically reserved an access easement for ingress, egress and regress across Henderson Drive as it appears on the Plat to be used by property owners that are not part of the subdivision but have been using Henderson Drive as an access to their property from Highway 24 prior to acquisition by Declarant of the property, including the owners of as "Tract 1" on Map Book 33, page 737. The property owners are specifically located west and north of the property and they are granted the specific right to use Henderson Drive as shown on the plat in lieu of any other access areas they may have used, which previous areas have been released from any and all easement rights by this granting of easement rights to use Henderson Drive as shown on Plat. These property owners shall not be required to pay any cost for the upkeep but shall be responsible for any damages to Henderson Drive they or their guest my cause. Such property owners shall not be allowed to park in the right of way of Henderson Drive as shown on the plat nor shall they allow any item or vehicle to remain with the right of way of Henderson Drive, nor otherwise hinder the access of the Lots owners to use Henderson Drive as shown on the plat. Nothing herein shall make Henderson Drive a public access nor is there a dedication to the public by the granting of this easement.

16. **MAINTENANCE OF UNIMPROVED LOTS:** Any unimproved Lots shall be properly mowed and/or maintained so as to keep a neat appearance. If a Lot is not properly mowed and/or maintained, the Homeowners Association may perform whatever reasonable mowing or maintenance is required. The cost of such mowing or maintenance shall be due and payable by the Lot Owner within 30 days after billing by the Homeowners Association. Failure to pay within that period will give the Association the right to file a lien and enforce the same as if for unpaid dues or assessments.

17. **DOCKS:** Any dock constructed upon the property shall be subject to the review and approval by the Architectural Control Committee.

18. **SALT CREEK HOMEOWNERS ASSOCIATION, INC.:** DEVELOPER shall form a North Carolina Non-Profit Corporation known as SALT CREEK HOMEOWNERS ASSOCIATION, INC. That Corporation shall be governed by its Articles and Bylaws, (both attached as Exhibit B) together with any provisions contained herein. By ownership of a Lot, each owner shall be a Member of the Corporation. That Corporation shall have the authority to establish reasonable rules and regulations for the conduct of activities within the development. That Association shall also have the duty and authority to maintain any Common Areas either dedeed to the Association by the DECLARANT or so designated on the recorded Plat. Each Lot shall be entitled to one (1) vote to be cast as determined by the Lot owners.

**POWER OF THE ASSOCIATION.** The Association, through its Board and Officers, shall have the following powers and authority:

- (a) To hire managing agents, employees, and other contract workers as are necessary to carry out the purposes of the Association.
- (b) To institute, defend, or intervene in its own name in litigation or administrative proceedings on matters affecting the Property.
- (c) Determine the level of maintenance, repair, replacement, and improvement of the Common Area and Common Facilities in conformance with the purposes set forth in this Declaration.
- (d) Acquire, hold, encumber, and convey in its own name any real or personal property conveyed by Declarant or purchased by the Association as a Common Area and Common Facilities.
- (e) Mortgage the Common Area and Common Facilities, incur liabilities and other debt as necessary to operation of the Association and in the best interest of the Members.
- (f) Determine any fees or charges for use or operation of the Common Area and Common Facilities and collect said fees or charges.
- (g) Impose charges for late payment of assessments and collect past due assessments as provided in this Declaration.
- (h) Provide statements on the current status of assessments, late payment charges, fines, and any other fees or payments to contract purchasers of a Lot. A reasonable charge may be made for such statements.
- (i) Provide indemnification to and maintain liability insurance for directors and officers of the Association for actions taken in their capacity as officers and directors.
- (j) Establish rules and regulations for the Association and its Members.
- (k) Determine and adopt a budget for revenues, expenditures, and reserves and collect assessments for common expenses from Lot Owners as established by this Declaration. It is specifically authorized that the Association may place funds from current assessments in reserve accounts to provide for future maintenance of Common Areas and Facilities and Association property. No proposed budget for a calendar year which exceeds the prior fiscal year's budget by 10% or less shall require ratification by the Members. However, budgets which do exceed the prior year's budget by more than 10% shall require ratification by a majority of the voting membership.
- (l) Make contracts on behalf of the Association as are necessary to perform the Association's business.
- (m) Grant easements over the Common Areas and Common Facilities as are necessary and for the benefit of the Members.

(n) Make additional improvements to the Common Areas and Common Facilities.

(o) After notice and an opportunity to be heard, levy reasonable fines as set by the Executive Board of the Association for violations of the Declaration, Bylaws and Rules and Regulations of the Association pursuant to NCGS §47F-3-107.1, which procedures for fines and suspension of planned community privileges or services are incorporated herein by reference.

(p) Exercise all powers necessary and proper for administration of the Association and perform any ancillary functions necessary to the operation of the Association and in conformance with its purposes.

(q) Exercise any powers given to Associations by North Carolina General Statute 47F-3-101 or any successor statute dealing with the same purpose, and which are not in conflict with the above powers.

(r) The Association may maintain a fidelity bond to protect the funds of the Association equal to the maximum funds held by the Association or three (3) months assessments, whichever is greater.

(s) The election, removal, terms of office, and meetings of the board of directors shall be governed by the by-laws.

(t) Merge the Association with another Association with similar purposes and functions with approval of the board of directors without a vote of the Membership.

19. **NORTH CAROLINA PLANNED COMMUNITY ACT:** To the extent that this Declaration, together with the Articles of Incorporation and By-Laws of the Homeowners Association do not conflict with the provisions of the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes such an act is incorporated herein by reference as if fully set forth.

20. **ASSESSMENTS and LIENS:** The annual assessment for the 2019 calendar year shall be \$200.00 per Lot for the calendar year 2019. At the Board's option, assessments may be collected monthly, quarterly, semi-annually or annually. The annual assessments provided for herein shall commence as to a Lot on the first day of the month following the month in which conveyance of the Lot to an Owner occurred. Declarant shall not be obligated to pay assessments on Lots it owns. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The annual assessment for the 2020 calendar year, and all subsequent calendar years, shall be established by the board of directors no later than December 1 of each year, and may be increased, without approval by the membership, by an amount not to exceed ten percent (10%) over the prior calendar year's assessment amount. Otherwise, increases of more than 10% shall be subject to the approval of two-thirds of the Membership.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the interest rate set by the board of directors not exceeding eighteen percent (18%) per annum, or the highest lawful rate, whichever is less, and shall constitute a continuing lien on the Lot in favor of the Association. In accordance with applicable law, the Association shall have the right to file a Claim of Lien against the Lot against which the assessment is due in the office of the Clerk of Superior Court of Carteret County, North Carolina. In addition to such interest charge, the delinquent Owner shall also pay such late fee as may have been established by the board of directors to defray the cost of late payment.

The Association may bring an action at law against the Lot Owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, late payment fees, fines, charges, costs of collection, court costs, and reasonable attorney fees of such collection action or foreclosure shall be added to the amount of such assessment and be collectible as such. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of the Lot. The Association's lien may be foreclosed in the same manner as deeds of trust on real estate under power of sale under Article 2A of Chapter 45 of the General Statutes of North Carolina or similar later or amended law, as the same may be in effect at the time the foreclosure is commenced and each Owner hereby grants to the Association a power of sale under said Statutes. The terms and procedure set out in NCGS §47F-3-116. "Lien for sums due the association; enforcement" is incorporated herein as the procedure to follow to collect delinquent assessments. Each Owner of a Lot agrees that the Association may appoint a trustee for such purpose, and upon request by the Association, it shall be lawful and the duty of the trustee so appointed to sell the Lot subject to the lien at public auction for cash, after having first given such notice of hearing as to commencement of the foreclosure proceedings and obtaining such findings or leave of court as may then be required by law. The trustee shall give such notice and advertise the time and place of such sale in the manner as then provided by law. Any sale shall be according to the law for foreclosure proceedings under power of sale and convey title to the purchaser in as full and ample manner as the trustee is hereby empowered. The trustee shall be authorized to retain an attorney to represent the trustee in such proceedings and the cost of any such attorney shall be an expense of the trustee which shall be chargeable against the proceeds from the sale of the Lot. A proceeding to enforce the lien for unpaid assessments, charges, repair, or maintenance costs must be commenced within three (3) Years after the delivery of notice of the assessments, charges, repair, or maintenance costs to the Owner. Each assessment or charge together with fines, interest, late fees, court costs, collection costs, and reasonable attorney's fees incurred or expended by the Association in collection thereof, shall also be the personal obligation of the Lot Owner. The personal obligation for any delinquent assessment or charge, together with interest, late payment, fees, fines, charges, and reasonable attorney fees, however, shall not pass to the Lot Owner's successors in title unless expressly assumed by them.

The proceeds of the sale after the trustee retains a Commission, together with any reasonable attorney fees incurred by the trustee in such proceeding, shall be applied to the costs of sale, including, but not limited to, cost of collection, taxes, assessments, cost of recording, service fees and incidental expenditures, the amount due on the assessment and any accrued interest thereof which the lien secures and any advancements and other sums expended by the Association according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures under power of sale. The trustee's commission shall be five percent (5%) of the gross proceeds of sale or the minimum of One Thousand Two Hundred Dollars (\$1,200.00), whichever is greater, for completed foreclosure. In the event foreclosure of the lien is commenced but not completed, the Lot Owner shall pay all expenses incurred by the trustee, including reasonable attorney's fees and the trustee's commission computed on five percent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater.

Each Lot Owner and any trustee appointed hereunder, covenant and agree that in case the appointed trustee or any successor trustee shall die, become incapable of acting, renounce his trust, or for any reason the Association desires to replace such trustee, then the Association may appoint in writing a trustee to take the place of the trustee; and upon the probate and registration of any initial or subsequent appointment of trustee, the trustee thus appointed shall be vested with or succeed to all rights, powers, and duties of the trustee herein described.

In the event the trustee is named as a party to any civil action as trustee in foreclosing the Association's lien rights, the trustee shall be entitled to employ an attorney at law, including the trustee if a licensed attorney, to represent the trustee in said action and the reasonable attorneys fee of the trustee in such action shall be paid by the Association and added to the outstanding indebtedness which the Association's lien secures and bear interest at the rate provided by the Amendment for unpaid assessments.

Each Lot Owner, by acceptance of a deed therefore or by incorporation of Property under this Declaration, whether or not it shall be so expressed in such deed or by request to join the Association, is deemed to bargain, sell, grant, give and convey to any such appointed trustee for the benefit of the Association a real property interest in said Lot to secure the Association's lien, to have and to hold said interest with all privileges and appurtenances thereto belonging to said trustee, his heirs, successors and assigns forever, upon the trust, terms and conditions and for the use as herein set forth.

21. **DEVELOPER'S CONTROL:** So long as the DEVELOPER owns any Lots within the subdivision, it shall have the right to appoint all of the Board of Directors of the Homeowners Association.

22. **COMPLIANCE WITH THE OTHER REGULATIONS:** Owners understand that there may be regulations in effect that govern the manner in which they build upon or otherwise use their property other than these Restrictive Covenants. Such other regulations may include,

but not be limited to, CAMA permit requirements, wetland regulations, impervious area regulations, ordinance for Carteret County, and the like.

23. **COMMON AREAS:** There may be a dock and other appurtenant structures constructed upon the development. Such construction shall be considered the common property of the subdivision whether actually deeded to the Homeowners Association or not. The Association shall have the right to assess the Lots for the cost of operating, insuring, maintaining, and otherwise dealing with the Common Area. In addition, the Association shall have the right to establish reasonable rules and regulations for the use and enjoyment of the Common Areas.

24. **GRANT OF EASEMENT FOR THE COMMON AREAS:** All owners grant an Easement to the Homeowners Association, to the extent it is necessary, for the Association to inspect, maintain, repair, reconstruct, improve upon, or otherwise deal with the Common Areas.

25. **STREETS:** The Homeowners Association shall maintain the all the streets in the subdivision.

26. **STORMWATER CONTROL SYSTEMS AND PERMITS:** Upon a sale of a majority of the lots within the subdivision, the developer shall convey to the Homeowners Association any and all storm water control systems and permits, including those described in Section 27 herein, located within the subdivision. After such conveyance, the maintenance of those systems and the compliance with such permits shall be the responsibility of the Homeowners Association. Storm water control systems are allowed to accommodate individual lots but must be approved by the ACC.

27. **IMPERVIOUS AREA/DRAINAGE:** Impervious materials include, but not be limited to, asphalt, gravel, concrete, brick, stone, slate, or other similar materials. Impervious materials do not include wood decking or the water surface of swimming pools.

Swells constructed by the DEVELOPER shall not be filled in, piped, or altered except to the extent necessary to provide driveway crossings. Impervious areas in excess of the permitted amount state herein required a State Storm Water Management Permit Modification prior to any construction.

- (a) The following Covenants are intended to ensure ongoing compliance with State Storm Water Management Permit Number SW8171023, 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 Storm Water Management Permit.
- (c) These Covenants are to run with the land and be binding on all persona and parties claiming under them.
- (d) The Covenants The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division

of Energy, Mineral, and Land Resources.

Alternation of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Energy, Mineral, and Land Resources.

The maximum built-upon area per lot is listed in Exhibit A (entitled Attachment A) and the approved set of plans. 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 pavements. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.

- (e) The maximum built-upon area per lot is listed in attachment A and the approved set of plans. 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 pavements. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- (f) Filling in or piping of any vegetative conveyance (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
- (g) Each Lot will maintain a 50 feet wide vegetated buffer between impervious areas and surface waters.
- (h) All roof drains shall terminate at least 50 feet from the mean high water mark of surface waters.
- (i) If permeable pavement credit is desired, the property owner must submit a request, with supporting documentation, to the permittee and receive approval prior to construction of the permeable pavement.

28. **ENFORCEMENT:** These Restrictions may be enforced by the DECLARANT, any single Lot owner, the Association, or any agency of government having regulatory authority over the subdivision or any party thereof.

29. **SEVERABILITY:** Invalidation of any of the Covenants or Restrictions by Judgment or Court Order shall in no way effect any other provision, which shall remain in full force and effect.

30. **TERM:** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years unless during and time of such initial or then current renewal term the Owners of seventy-five percent (75%) of the Lots agree in writing to terminate this Declaration.

31. **AMENDMENT.** This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith, including but not limited to modifications in the State Storm Water Management Permit Number SW8171023, as issued by the Division of Water Quality under NCAC 2H.1000; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; (e) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing; (f) in order to add additional property to the jurisdiction of this Declaration as provided in Section 32 below; and (g) for so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Section 32 below, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner hereunder, nor shall it materially adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended by an instrument signed by not less than sixty-six (66%) percent of the Lot Owners. Any amendment must be properly recorded. Notwithstanding anything hereinabove, no provision of this Declaration which reserves or grants special rights to the Declarant shall be amended without the Declarant's prior written approval so long as the Declarant owns any property which is subject to this Declaration or which Declarant has the right to have added to the property subject to this Declaration.

**GOVERNMENTAL REQUIREMENTS.** Notwithstanding other terms of this Article, Declarant may (at Declarant's option) amend and modify this Declaration without obtaining the consent or approval of the Owners if such amendment or modification is necessary to cause this Declaration to comply with the requirements of the Department of Housing and Urban Development, the North Carolina Department of Natural Resources, the US Army Corps of Engineers, the North Carolina Division of Coastal Management or other similar agency. Any such amendment must be with the consent and approval of such agency and must be properly recorded.

32. **ADDITION OF PROPERTY.**

(a) Subject to subparagraph (b) below, additional property and Common Areas may be annexed to the Properties only with the consent of two-thirds (2/3) of the Lot owners.

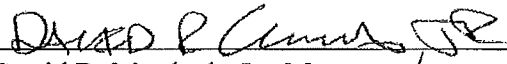
(b) Notwithstanding the above, additional land within the Property described herein above, and any and all parcels of land contiguous to the Property (hereinafter referred to as "Additional Land"), including but not limited to, residential property and Common Area, may, at the sole option of Declarant, be annexed to the Development and brought within the scheme of this Declaration by the Declarant without the consent of Members by the filing of a Plat referencing these restrictions or filing an amendment to these restrictions, or by granting a Deed for said Additional Land which expressly subjects the Additional Land to this Declaration. Notwithstanding anything contained herein which might otherwise be interpreted to produce a contrary result, this Declaration does not create any charge, lien or other encumbrance or restriction on any part of the Additional Land, or affect in any way the title thereto or any part thereof, nor does this Declaration create an obligation upon Declarant to improve and develop all or any portion of the Additional Land, nor does anything herein obligate the Declarant to develop the remaining land in a similar fashion to the Development. This right to add additional land to the subdivision under this section (b) shall expire on December 31, 2029.

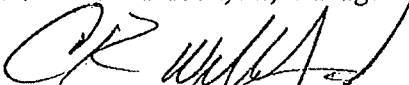
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*SEE ATTACHED SIGNATURE PAGE.*

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed by their official signatures on the dates set forth below and effective for the date first above written.

SALT CREEK HOLDINGS, LLC

  
\_\_\_\_\_  
David R. Murdoch, Jr., Manager

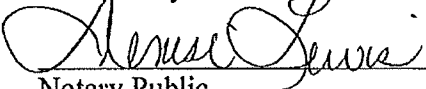
  
\_\_\_\_\_  
Charles R. Williford, Manager

STATE OF NORTH CAROLINA

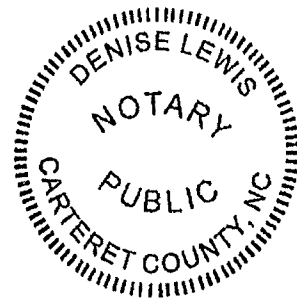
COUNTY OF CARTERET

I, Denise Lewis, a Notary Public of the County and State aforesaid, certify that, David R. Murdoch, Jr., and Charles R. Williford, Managers of Salt Creek Holdings, LLC, a North Carolina LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument for and on behalf of said LLC.

Witness my hand and official seal this 14th day of February, 2019.

  
\_\_\_\_\_  
Notary Public

My Commission expires 7/17/2019



F:\Server Paperport Folders\The Restrictive covenants\Salt Creek\Salt Creek Covenants final

EXHIBIT A- MAXIMUM BUILT-UPON AREA PER LOT

Attachment A

**STORMWATER DATA**

TRACT AREA = 1,775,071.65 SF (40.75 +/-)  
 AREA OF COASTAL MARSH = 4,882,95 SF  
 STORMWATER TRACT AREA = 1,770,518.70 SF  
 RECEIVING STREAM = WEST PRONG BROAD CREEK  
 CLASS = SAHON  
 STREAM INDEX = 20-36-7-1  
 ALLOWABLE % IMPERVIOUS = 12%  
 ALLOWABLE IMPERVIOUS = 212,462 SF

**PROPOSED IMPERVIOUS**

STREETS = 71,385 SF  
 LOT BUA = 140,900 SF  
 MISCELLANEOUS = 177 SF  
 TOTAL = 212,462 SF

LOT #	BUA	LOT #	BUA
1	3400	24	2900
2	3400	25	3200
3	3400	26	3200
4	3400	27	2900
5	3400	28	2900
6	3400	29	2900
7	3700	30	3200
8	3800	31	3200
9	3200	32	2900
10	2900	33	2900
11	3200	34	2900
12	3200	35	2900
13	2900	36	3200
14	2900	37	3200
15	2900	38	3200
16	2900	39	2900
17	2900	40	3200
18	2900	41	3200
19	3200	42	2900
20	3200	43	3200
21	3200	44	3200
22	2900	45	3200
23	3200		

EXHIBIT B-BYLAWS AND ARTICLES OF INCORPORATION

**BY-LAWS  
OF  
SALT CREEK OWNERS ASSOCIATION, INC.**

ARTICLE I - OFFICES

The principal office of the Association shall be located at such place as the Board of Directors may fix from time to time. The registered office of the Association required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office.

ARTICLE II – MEMBERS

The Members of the Association shall be those persons or entities which meet the requirements for membership in the Association as set out in the Declaration recorded in Deed Book 1630, Page 252, Carteret County Registry, as it may be amended (hereinafter referred to as the "Declaration").

ARTICLE III – MEETING OF MEMBERS

SECTION 1 – Annual Meetings

The annual meeting of the Members of the Association shall be held on the last Saturday of the month of January each year at such place and time as may be fixed by the Board of Directors to be included in the notice thereof. The Directors may change the date and time of the annual meeting from time to time by resolution but in no event later than thirty (30) days from the anniversary date of the prior annual meeting. The Annual Meeting shall be for the purposes of electing directors and transacting such other business as may properly come before the meeting.

SECTION 2 – Special Meetings

Special meetings of the members may be called at any time by the Board of Directors or by the President, and special meetings shall be called by the President or the Secretary at the written request of Members representing at least twenty percent (20%) of membership, or as otherwise required under the provisions of the laws of the State of North Carolina ("Corporation Law").

SECTION 3 – Place of Meetings

All meetings of the members shall be held at the principal office of the Association or at such other places as shall be designated in the notices or waivers of notice of such meetings.

#### SECTION 4 – Notice of Meetings

(a) Written notice of each meeting of the Members, whether annual or special, stating the time and place where it is to be held, shall be served either personally or by mail, not less than fifteen (15) or more than sixty (60) days before the meeting, upon each member of record entitled to vote at such meeting and to any other person to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If mailed, such notice shall be directed to each such Member at his address as it appears on the membership records of the Association, unless he shall have previously filed with the Secretary of the Association a written request that notices intended for him be mailed to some other address, in which case it shall be mailed to the address designated in such request.

(b) Notice of any meeting need not be given to (i) any person who may become a Member of record after the mailing of such notice and prior to the meeting, (ii) any Member who attends such meeting, in person or by proxy, or (iii) any Member who, in person or by proxy submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of members need not be given, unless otherwise required by statute.

#### SECTION 5 – Quorum

(a) Except as otherwise provided herein, by statute or in the Articles of Incorporation (such Articles and any amendments thereof being hereinafter collectively referred to as the “Articles of Incorporation”), at all meetings of the Members of the Association, the presence at the commencement of such meetings in person or by proxy of Members representing one-third (1/3) of the votes of the Association, in good standing and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any Member after the commencement of a meeting shall have no effect of the existence of a quorum after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of the members, those in attendance and entitled to vote thereon may, by majority vote, adjourn the meeting. At any such reconvened meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called if a quorum had been present.

## SECTION 6 – Voting

- (a) Except as otherwise provided by statute, the Articles of Incorporation or in these By-Laws, any corporate action, other than the election of directors shall be taken by vote of the members and shall be authorized by a majority of votes cast at a meeting of members entitled to vote thereon.
- (b) Except as otherwise provided by statute, the Articles of Incorporation or in these By-Laws, a Member shall be entitled to one (1) vote as the same is set forth in the Declaration; provided, however, when more than one person holds an interest in a Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one (1) vote per Lot be cast.
- (c) Each member entitled to vote or to express consent or dissent without a meeting may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the member himself or by his Attorney-in-fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the person(s) executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Association.
- (d) Any resolution in writing signed by all of the members entitled to vote thereon shall be and constitute action by such members to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of members, and such resolutions so signed shall be inserted in the Minute Book of the Association under its proper date.

## ARTICLE IV – BOARD OF DIRECTORS

### SECTION 1 – Number, Election and Term of Office

- (a) The number directors of the Association shall be not less than three (3), nor more than THREE (3) directors. It shall be a qualification to be a Director that such person also be a Member of the Association.
- (b) Except as may otherwise be provided herein or in the Articles of Incorporation, and the Declaration, the members of the Board of Directors of the Association, shall be elected by a plurality of the votes cast at a meeting of the Members entitled to vote thereon. The election of directors shall be by secret written ballot.
- (c) At each annual meeting, the Members shall elect a number of directors equal to those for whose term has expired for a term of two (2) years, and thereafter, until their successors are duly elected and qualified or until their prior death, resignation or removal.

(d) Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least ninety (90) days prior to each annual meeting of the Members, to serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but no less than the number of vacancies that are to be filled. Such nominations shall be contained in the Notice of the Annual Meeting provided to the Members. The Nominating Committee shall endeavor to present a slate of nominees to the Board of Directors that is representative of each building within the Subdivision.

## SECTION 2 – Duties and Powers

The Board of Directors shall be responsible for the control and management of the affairs, property and interests of the Association and may exercise all powers of the Association, except as are in the Declaration, Articles of Incorporation or by statute expressly conferred upon or reserved to the Members.

By way of illustration, but not limitation, the powers of the Board of Directors shall include:

- i. Adopt rules and regulations governing the use of the Common Area and amenities, the personal conduct of Members and their guests thereon, and establish penalties for the infraction thereof not to exceed \$150.00 per incident;
- ii. Suspend a Member's voting rights and right of use of the recreational facilities during any period in which such Member shall be in default in the payment of any assessment levied by the Association; and to suspend such rights, after notice and hearing, for infraction of published rules and regulations for a period no longer than forty-five (45) days;
- iii. Declare the office of a Member of the Board of Directors to be vacant in the event such Member of the Board shall be absent from three (3) consecutive regular meetings of the Board;
- iv. To employ a manager, an independent contractor, or other employees as is deemed necessary, and prescribe their duties; provided, that any contract for professional management must contain a clause requiring not more than ninety (90) days termination notice;
- v. Procure, maintain, and pay premiums on, insurance policy(s) and equitably assess the members the same for their pro rata portion of such expense;

vi. Impose and receive any payments, fees, or charges for the maintenance, use, or operation of the Common Area and recreational facilities from the Members as provided in the Declaration;

vii. Exercise any other powers necessary and proper for the governance and operation of the Association;

viii. To have an to exercise any and all powers, rights and privileges, whether implicit or explicit, provided: (1) to owners' associations under Chapter 47F of the North Carolina General Statutes, (2) to a Association organized under the Non-Profit Corporation Law of the State of North Carolina existing now or as may hereafter be provided and (3) to the Association under the Declaration;.

#### SECTION 3 – Annual and Regular Meetings; Notice

(a) A regular annual meeting of the Board of directors shall be held immediately following the annual meeting of the Members, which shall be at the place of such annual meeting of Members.

(b) The Board of Directors from time to time may provide by resolution for the holding of such other regular meetings of the Board of Directors and may fix the time and place thereof.

(c) Notice of any regular meeting of the Board of Directors shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, which notice shall be given in the manner set forth in paragraph (b) of Section 4 below with respect to special meetings, unless such notice shall be waived in the manner set forth in paragraph (c) of such Section 4.

#### SECTION 4 – Special Meetings; Notice

(a) Special meetings of the Board of Directors shall be held whenever called by the President or by one of the directors at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Notice of special meetings shall be mailed directly to each director, shall be addressed to him at his residence or usual place of business at least three (3) days before the day on which the meeting is to be held, or shall be sent to him at such place by telegram, radio or cable, or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. A notice or waiver of notice, except as required in Section 8 or Section 10 of this Article IV, need not specify the purpose of the meeting.

(c) Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement the lack of notice to him, or to any director who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

#### SECTION 5 – Chairman

At all meetings of the Board of Directors, the Chairman of the Board, if any and if present, shall preside. If there shall be no Chairman or if he shall be absent, the President shall preside, and in his absence, a Chairman chosen by the Directors present shall preside.

#### SECTION 6 – Quorum and Adjournments

(a) At all meetings of the Board of Directors, the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation or by these By-Laws.

(b) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice until a quorum shall be present.

#### SECTION 7 – Manner of Acting

(a) At all meetings of the Board of Directors, each director present shall have one (1) vote.

(b) Except as otherwise provided by statute, by the Articles of Incorporation or by these By-Laws, the action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any action authorized in writing by all or the directors entitled to vote thereon and filed with the minutes of the Association shall be the act of the Board of Directors, with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

#### SECTION 8 – Vacancies

Any vacancy in the Board of Directors occurring by reason of an increase in the number of directors or by reason of the death, resignation, disqualification, removal (unless a vacancy be filled by the members at the meeting at which the removal was effected) or inability to act of any director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining directors even if less than a quorum, at any regular meeting or special meeting of the Board of Directors called for that purpose.

## SECTION 9 – Resignation

Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Association. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

## SECTION 10 – Removal

Any director may be removed with or without cause at any time by the Members of the Association at a special meeting called for that purpose. Additionally, a director may be removed for cause by action of the Board of Directors, including a member of the Board missing more than three (3) consecutive meetings, regular and/or special.

## SECTION 11 – Salary

No stated salary shall be paid to directors, as such, for their services unless otherwise approved by a vote of two-thirds (2/3rds) of the members, voting in person or by proxy, at a meeting called for such purpose. Notwithstanding the above, the Board may, by resolution, fix a sum for reimbursement of the cost and expense of attendance at each regular or special meeting of the Board; and provided further, however, that nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor.

## SECTION 12 – Contracts

(a) No contract or other transaction between this Association and any other Association shall be impaired, affected or invalidated, nor shall any director be liable in any way, by reason of the fact that any one or more of the directors of this Association is or are interested in, or is a director or officer, or are directors or officers of, such other Association, provided that such facts are disclosed or made known to the Board of Directors.

(b) Any director, personally and individually, may be a party to or may be interested in any contract or transaction of this Association, and no director shall be liable in any way by reason of such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors, and provided further that the Board of Directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such director) of a majority of a quorum, notwithstanding the presence of any such director at the meeting at which the action is taken. Such director or directors may be counted in determining the presence of a quorum at such meeting. This Section 12 shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory, or otherwise) applicable thereto.

## SECTION 13 – Committees

The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time designate from among its members an executive committee and such other committees (examples are Architectural, Publicity, Recreational, Finance) and alternate members thereof as they deem desirable, each consisting of three or more members, which committees shall have such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board.

## ARTICLE V – OFFICERS

### SECTION 1 – Number, Qualification, Election and Term of Office

- (a) The officers of the Association shall consist of a President, Secretary/Treasurer and such other officers, including a Chairman of the Board of Directors and one or more Vice-Presidents, as the Board of Directors may from time to time deem advisable. The Chairman of the Board of Directors is required to be a director of the Association. Any other officer may be, but is not required to be, a director of the Association. Any two or more offices may be held by the same person, except for the offices of President and Secretary.
- (b) The Board of Directors shall elect the officers of the Association at the regular annual meeting of the Board following the annual meeting of the members.
- (c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election and until his successor shall have been elected and qualified, or until his death, resignation or removal.

### SECTION 2 – Resignation

Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, the President or the Secretary of the Association. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

### SECTION 3 – Removal

Any officer may be removed, either with or without cause, and a successor elected by the Board of Directors at any time.

#### SECTION 4 – Vacancies

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by the Board of Directors.

#### SECTION 5 – Duties of Officers

Officers of the Association shall, unless otherwise provided by the Board of Directors, each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may be set forth in these By-Laws or as may from time to time be specifically conferred or imposed by the Board of Directors.

**President.** The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the Members. He shall sign, with the Secretary (or Assistant Secretary), or any other proper officer of the Association thereunto authorized by the Board of Directors, any deeds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**Vice-President** In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President; and shall perform such other duties as from time to time may be prescribed by the President or Board of Directors.

**Secretary.** The Secretary shall: (a) keep the minutes of the meetings of the Members, of the Board of Directors and of all committees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) maintain and authenticate the records of the Association and be custodian of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association is under its seal is duly authorized; (d) sign with the President, or Vice-President, any deeds, mortgages, contracts or other instruments which shall

have been authorized by resolution of the Board of Directors; (e) prepare or cause to be prepared membership lists prior to each meeting of the Members as required by law; (f) attest the signature or certify the incumbency or signature of any officer of the Association; and (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be prescribed by the President or the Board of Directors.

**Treasurer.**

The Treasurer shall: (a) have charge and custody of and be responsible for all funds of the Association; receive and give receipts for moneys due and payable to the Association for any source whatsoever, and deposit all such moneys in the name of the Association in such depositories as shall be selected by the Board of Directors; (b) maintain appropriate accounting records as required by law and the Declaration; (c) prepare, or cause to be prepared, annual financial statements of the Association that include a balance sheet as of the end of the fiscal year and an income and cash flow statement for that year, which statements, or a written notice of their availability, shall be mailed to each Member within one hundred twenty (120) days after the end of such fiscal year; and (d) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be prescribed by the President or the Board of Directors.

**SECTION 6 – Sureties and Bonds**

In case the Board of Directors shall so require, any officer, employee or agent of the Association shall execute to the Association a bond in such sum, and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Association, including responsibility for negligence and for the accounting for all property, funds or securities of the Association which may come into his hands.

**ARTICLE VI - BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be available and subject to inspection by any Member upon request made in accordance with G.S. §55A-16-01 et seq. or under G.S. §47F-3-118. The Declaration, Articles of Incorporation and By-Laws of the Association shall additionally be available for inspection at the principal office of the Association, where copies may be procured for a reasonable administrative fee to be set by the Board of Directors.

### ARTICLE VII – FISCAL YEAR

The fiscal year of the Association shall be based upon the calendar year i.e. January 1 through December 31; however, subject to applicable law

### ARTICLE VIII – CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board of Directors.

### ARTICLE IX – INDEMNIFICATION

Any person who at any time serves or has served as a director, officer, employee or agent of the Association, or in such capacity at the request of the Association for any other Association, partnership, joint venture, trust or other enterprise, shall have a right to be indemnified by the Association to the fullest extent permitted by law against (a) reasonable expenses, including attorneys fees, actually and necessarily incurred by him in connection with any threatened or pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Association, seeking to hold him liable by reason of the fact that he is or was acting in such capacity, and (b) reasonable payments made by him in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he may become liable in any such action, suit or proceeding, subject to the exceptions set forth in G.S. §55A-2-02(b)(4).

The Board of Directors of the Association shall take all such action as may be necessary and appropriate to authorize the Association to pay the indemnification required by this By-Law, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him and giving notice to, and obtaining approval of, the members of the Association.

Any person who at any time after the adoption of these By-Laws serves or has served in any of the aforesaid capacities for or on behalf of the Association shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this By-Law.

### ARTICLE X – AMENDMENTS

#### SECTION 1 – By Members

All By-Laws of the Association shall be subject to amendment, alteration or repeal, upon a two-thirds (2/3rds) vote of the Members entitled to vote, in person or by proxy, at a meeting called for such purpose.

## SECTION 2 – By Directors

The Board of Directors shall have the power to make, adopt, alter, amend and repeal from time to time, the By-Laws of the Association; provided, however, that the Members of the Association may alter, amend or repeal any By-Laws made by the Board of Directors. Notwithstanding the above, the Board of Directors shall have no power to change the quorum for meetings of Members or of the Board of Directors or to change any provisions of the By-Laws with respect to the amount of votes required for action (majority/two-thirds), the removal of Directors or the filling of vacancies in the Board resulting from a removal by the Members. If any By-Law regulating an impending election of Directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of Members for the election of Directors, the By-Law(s) so adopted, amended or repealed, together with a concise statement of the changes made.

### ARTICLE XI – PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS


No Director, Officer or employee of or member of a committee of or person connected with the Association, or any other private individual, shall receive at any time any of the earnings or pecuniary profit from the operations of the Association. This shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Association in effecting any of its purposes as shall be fixed by a vote of two-thirds (2/3rds) of the members at a meeting called for such purpose or the reimbursement for the costs and expense of attending Board of Directors meetings as may be fixed by the Board from time to time; and no such person or persons shall be entitled to share in the distribution or winding up of the affairs of the Association, whether voluntary or involuntary. The assets of the Association, after all debts have been satisfied, shall be distributed, transferred, conveyed, delivered and paid over, in such amounts as the Board may determine or as may be determined by a Court of competent jurisdiction, exclusively to charitable, religious, scientific, literary, or educational organizations that would then qualify under the applicable provisions of the Internal Revenue Code and its Regulations as they now exist or may hereafter be amended, relating to Charitable Organizations

### ARTICLE XII - MISCELLANEOUS

Capitalized terms and words used in these By-Laws shall have the same meaning as attached to them in the Declaration unless the context clearly requires otherwise and then in such case the meaning shall be their common and ordinary meaning or, in alternate thereto, as the context would otherwise require in order to give meaning and effect to such terms and words.

THE UNDERSIGNED certifies that the foregoing By-Laws have been adopted as the By-Laws of the Corporation in accordance with the requirements of the Corporation Law.

This the 14th day of February, 2019.

 (SEAL)  
Secretary



# NORTH CAROLINA

## Department of the Secretary of State

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To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF INCORPORATION

OF

**SALT CREEK HOMEOWNERS ASSOCIATION, INC.**

the original of which was filed in this office on the 18th day of February, 2019.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 18th day of February, 2019.

*Elaine F. Marshall*

Secretary of State

ARTICLES OF INCORPORATION  
OF  
SALT CREEK HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 55A-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purposes of forming a nonprofit corporation.

1. **NAME.** The name of the corporation is

SALT CREEK HOMEOWNERS ASSOCIATION, INC.

2. **PURPOSE.** The purposes and powers for which the Corporation is organized are as follows:

a. To operate and manage the residential subdivision, SALT CREEK, located in Morehead Township, Carteret County, North Carolina as shown on the plat to be recorded in the Carteret County Registry;

b. To undertake the performance of, and carry out the acts and duties incident to the administration of the operation and management of the Corporation as set out and contained in these Articles and the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SALT CREEK SUBDIVISION to be recorded in the Carteret County Registry (the "Declaration");

c. To make, establish and enforce reasonable rules and regulations governing the use of the Common Areas (as described in the Declaration), and other real and personal property which may be owned by the Corporation;

d. To make, levy and collect assessments against Owners of Lots (as described in the Declaration); to provide the funds to pay for the common expenses of the Corporation as provided in the Declaration and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Corporation; to use said assessments to promote the recreation, acquisition, improvement and maintenance of the Common Areas, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including but not limited to the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management, supervision thereof, the maintenance of insurance in accordance with the By-Laws, including the employment of attorneys and other professionals to represent the Corporation when necessary for such other needs as may arise;

e. To own, maintain, repair, replace, and operate the common properties for which the Corporation is responsible;

f. To enforce by any legal means, the provisions of the Declaration, the By-Laws, and the rules and regulations for the use of the Corporation's properties;

g. To have all of the common law and statutory powers of a non-profit corporation under NCGS Chapters 55A and 47F and also those powers as set out in the Declaration and all powers reasonably necessary to implement the purposes of the Corporation;

3. **MEMBERS.** The Corporation shall have as its members those persons defined in the Declaration.

4. **REGISTERED OFFICE AND AGENT.** The street address and county of the initial registered office of the corporation is 505 Crestwood Drive, Newport, NC 28570, Cumberland County, and the name of the registered agent is David R. Murdoch, Jr. The mailing address of the initial registered office is the same as above.

5. **PRINCIPAL OFFICE.** The street address and county of the principal office is 505 Crestwood Drive, Newport, NC 28570, Carteret County;

6. **INITIAL DIRECTORS.** The number of directors of the corporation may be fixed in the By-Laws. The number of persons constituting the initial board of directors shall be One (1). The names and addresses of the person who are to serve as the initial director until their successors are elected and qualified are:

NAME	ADDRESS
David R. Murdoch, Jr.	505 Crestwood Drive, Newport, NC 28570

7. **INDEMNIFICATION OF OFFICERS AND DIRECTORS.** To the fullest extent permitted by North Carolina General Statutes Section 55A-8-57(a) and all other applicable provisions of the NORTH CAROLINA NONPROFIT CORPORATION ACT, as the same now exists or may hereafter be amended, the Corporation shall indemnify all persons serving as officers or directors of the Corporation, or in both such capacities, against all liability and litigation expense, including but not limited to reasonable attorneys' fees, arising out of their status as such or their activities in any of the foregoing capacities, regardless of when such status existed or activity occurred and regardless of whether or not they are officers or directors of the Corporation at the time such indemnification is sought or obtained. Without limiting the generality of the foregoing indemnity, such persons may also recover from the Corporation all reasonable costs, expenses, and attorneys' fees in connection with the enforcement of rights to indemnification granted by this Paragraph. The provisions of this paragraph are in addition to and not in limitation of the power of the Corporation with respect to, and the rights of any officer, director, employee or agent of the Corporation to receive the benefits of, any other or further indemnification, insurance, elimination of liability or other right or benefit which is either required by the NORTH CAROLINA NONPROFIT CORPORATION ACT or permitted thereby and duly adopted by the Corporation in accordance therewith.

8. **PERSONAL LIABILITY OF DIRECTORS.** The personal liability of each director of the Corporation is hereby eliminated to the fullest extent that elimination thereof is permitted by North Carolina General Statutes Section 55A-2-02(b)(4) and all other applicable provisions of the NORTH CAROLINA NONPROFIT CORPORATION ACT, as the same now exists or may hereafter be amended.

9. **EFFECTIVE TIME OF FILING.** Pursuant to North Carolina General Statutes Section 55A-1-23(a)(2), this document shall be effective at 12:00:01am on the date on which it is filed by the Office of the Secretary of State of North Carolina.

10. **TAX STATUS; DISTRIBUTIONS.**

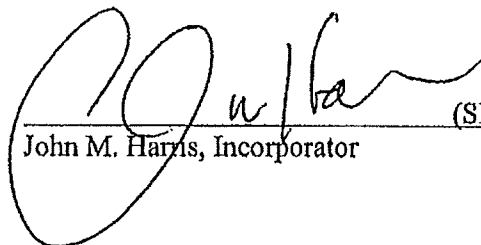
a. The Corporation shall have all of the powers granted non-profit corporations under the laws of the State of North Carolina. Notwithstanding any other provision in these Articles, the Corporation hereby elects tax exempt status under § 528 of the Internal Revenue Code of 1986, as amended.

b. No Director, Officer or employee of or member of a committee of or person connected with the Corporation, or any other private individual, shall receive at any time any of the earnings or pecuniary profit from the operations of the Corporation. This shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes as may be fixed by the Board of Directors from time to time. Further, no such person or persons shall be entitled to share in the distribution or winding up of the affairs of the Corporation, whether voluntary or involuntary.

In the event of a dissolution of the Corporation, whether voluntary or involuntary, the assets of the Corporation, after all debts have been satisfied, shall be distributed, transferred, conveyed, delivered and paid over, in such amounts as the Board may determine or as may be determined by a Court of competent jurisdiction, exclusively to an association organized for similar purposes as the Corporation.

11. **INCORPORATOR.** The incorporator shall perform the ministerial function of signing and submitting the Articles of Incorporation to the Office of the Secretary of State. The incorporator shall have no other power or duty regarding the corporation. The name and address of the incorporator is: John M. Harris, 304 North 35<sup>th</sup> Street, Morehead City, Carteret County, North Carolina 28557.

This the 12<sup>th</sup> day of February, 2019.

  
\_\_\_\_\_  
John M. Harris, Incorporator (SEAL)

FOR REGISTRATION REGISTER OF DEEDS

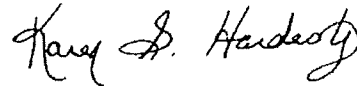
Karen S. Hardesty  
Carteret County, NC  
August 30, 2019 1:05:32 PM

ADMT # Pages: 5

Fee: \$26.00

NC Revenue Stamp: \$0.00

FILE # 1648040



*This instrument prepared by White and Allen, P.A. 304 N. 35<sup>th</sup> Street, Morehead City, NC 28557 File#16420*

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

**1<sup>st</sup> AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
SALT CREEK SUBDIVISION**

This 1<sup>st</sup> Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Salt Creek Subdivision (the "Amendment"), dated for reference purposes only, the 28<sup>th</sup> day of August, 2019 by **SALT CREEK HOLDINGS, LLC**, North Carolina Limited Liability Company, whose address is 505 Crestwood Drive, Newport, NC 28570 (hereinafter "DECLARANT").

**STATEMENT OF PURPOSE**

WHEREAS, Declarant has heretofore executed a Declaration of Covenants, Conditions, Restrictions and Easements of Salt Creek Subdivision which appears of record in Deed Book 1630, Page 252, Carteret County Registry (the "Declaration");

WHEREAS, under Article 31 of the Declaration, the Declaration may be amended "unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith, including but not limited to modifications in the State Storm Water Management Permit Number SW8171023, as issued by the Division of Water Quality under NCAC 2H.1000;" and the Declaration may also be amended as provided in (section f) "in order to add additional property to the jurisdiction of this Declaration

1 | Page -- Salt Creek Amendment

Submitted electronically by "Bagwell Holt Smith P.A."  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Carteret County Register of Deeds.

as provided in Section 32 below; and (g) for so long as Declarant has the right unilaterally to subject additional property to this Declaration as provided in Section 32 below, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owner hereunder, nor shall it materially adversely affect title to any Lot without the consent of the affected Lot Owner”;

NOW THEREFORE, pursuant to the authority to amend the Declaration as provided above, the parties hereto hereby amend the Declaration as follows: *(amended language shall appear in italics)*;

1. **Article 1. DEFINITIONS. SECTION 10. "Plat" is deleted in its entirety and in its stead the following shall appear:**

*SECTION 10. "Plat" shall mean the Plat recorded in Plat Book 33, page 763 as amended by Plat Book 33, Page 834, adding and modifying Lots 15, 16, 16A, and 16B, Carteret County Registry and as described above, and any recorded revisions thereto, and any subsequent recorded plat of property annexed to the SALT CREEK Subdivision plan and made subject to this Declaration.*

*By this amendment, the revised Lots 15, 16, 16A, and 16B shall be annexed and brought within the jurisdiction of the Declaration and subject to the Declaration and this amendment pursuant to Article 31 and 32 of the Declaration.*

2. **Article 2. SINGLE FAMILY USE. The following language is hereby added to the end of Article 2:**

*Notwithstanding anything to the contrary herein, a builder actively selling homes in the Development shall have the right to use any Lot owned by such builder for the purposes of a model home and/or a sales office.*

3. **Article 27. IMPERVIOUS AREA/DRAINAGE Section (d) and the related Attachment A is amended as follows:**

*The maximum built-upon area per lot is listed in the revised Attachment A to this Amendment, which shall supersede and amend the Attachment A to the Declaration recorded in Book 1630, Page 252, Carteret County Registry.*

4. **Article 4 BUILDING REQUIREMENTS Section (d) is deleted in its entirety.**

5. **Article 4 BUILDING REQUIREMENTS Section (e):** *The phrase "Premium vinyl siding" is deleted in its entirety and replaced with the phrase "Vinyl siding".*

6. Article 4 BUILDING REQUIREMENTS Section (g), Materials, 4<sup>th</sup> bullet point which states:

- Windows shall be operable casement or sash of vertical orientation. Single Hung windows are not permitted.:

*is deleted in its entirety;*

7 Article 10. FURTHER SUBDIVISION/COMBINATION: Article 10 is deleted in its entirety and replaced with the following article:


*10. FURTHER SUBDIVISION/COMBINATION: No Lot shall be further subdivided, except as provided in this article. If an individual owner or entity has legal title to two contiguous lots, they/it may combine the two lots and may construct a single dwelling overlapping interior lot lines, and such overlap will not be a violation of any of these covenants. In order to accomplish the recombination, the Owner must first record at the Carteret County Register of Deeds a plat showing the two lots combined into one lot and provide a recorded copy to the Association. Provided, however, that once such two-lot recombination takes place, then said multiple lots become one (1) single land unit (lot) and further re-subdivision is not permitted, and all restrictions contained herein shall then apply to that single land unit as a single lot. The new combined lot shall be entitled to voting rights as a single lot owner and shall only be required to pay dues and assessments as a single lot owner. No more than two original lots may be recombined into a single lot. The recombination shall not affect the impervious coverage limitations provided herein except that the total coverage limitations for the recombined lot shall not exceed the total coverages listed limitations for the two original lots.*

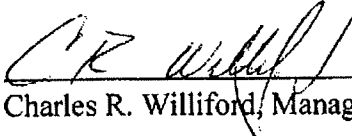
Except as specifically stated above, all other terms and conditions of the Declaration which appears of record in Deed Book 1630, Page 252, Carteret County Registry, shall be and remain unchanged and in full force and effect.

(The remainder of this page left blank intentionally)

IN WITNESS WHEREOF, the undersigned have caused this AMENDMENT to be executed by their official signatures on the dates set forth below and effective for the date first above written.

SALT CREEK HOLDINGS, LLC

  
\_\_\_\_\_  
David R. Murdoch, Jr., Manager

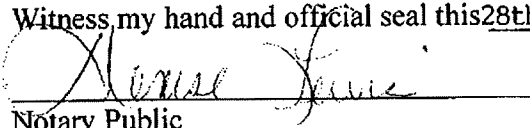
  
\_\_\_\_\_  
Charles R. Williford, Manager

STATE OF NORTH CAROLINA

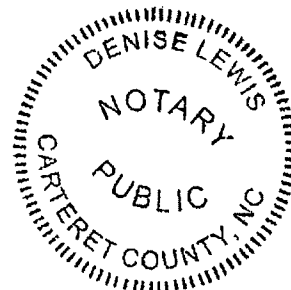
COUNTY OF CARTERET

I, Denise Lewis, a Notary Public of the County and State aforesaid, certify that, David R. Murdoch, Jr., and Charles R. Williford, Managers of Salt Creek Holdings, LLC, a North Carolina LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument for and on behalf of said LLC.

Witness my hand and official seal this 28th day of August, 2019.

  
\_\_\_\_\_  
Notary Public

My Commission expires 7/17/2024



**Salt Creek Subdivision  
Lot Impervious Allocation  
Attachment A**

<b>LOT #</b>	<b>BUA</b>	<b>LOT #</b>	<b>BUA</b>
1	3400	22	2850
2	3400	23	3400
3	3400	24	2850
4	3400	25	3400
5	3400	26	2850
6	3400	27	2850
7	3400	28	2850
8	3300	29	2850
9	2850	30	2850
10	3400	31	3400
11	2850	32	2850
12	3400	33	2850
13	2850	34	3400
14	2850	35	2850
15	2850	36	2850
16	2850	37	3400
16A	2850	38	2850
16B	2850	39	2850
17	3400	40	2850
18	2850	41	2850
19	3400	42	2850
20	2850	43	3400
21	2850	44	2850

**Total Lot BUA = 140,900 SF**