

Brunswick County—Register of Deeds
Robert J. Robinson
Inst #40020 Book 1365 Page 805
03/20/2000 01:56pm Rec# 38431

EDENTON

**SUPPLEMENTAL DECLARATION CONTAINING ADDITIONAL
COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOTS
666-748, PHASE II (EDENTON), IN BRUNSWICK PLANTATION**

WHEREAS, on or about April 12, 1991, Caw Caw Land Corporation (hereafter called "The Company") executed as "Declarant" its "Master Declaration and Development Plan for Brunswick Plantation," (hereafter called the "Master Declaration"); and

WHEREAS, by and through the execution and recording of the Master Declaration in Deed Book 839, Pages 690-734 of the Brunswick Registry, The Company has placed those certain Covenants, Conditions and Restrictions embodied in the Master Declaration on the Real Property described therein; and

WHEREAS, pursuant to the provisions of Article II, Section 2, of the Master Declaration, The Company has reserved the right to further restrict the Development of any portion of the real property encumbered by the Master Declaration by placing such additional Covenants, Conditions and Restrictions on any real property as it deems necessary; and

WHEREAS, The Company is the owner of that certain real property described as Lots 666-748, Phase II (Edenton) in Brunswick Plantation (hereafter called "The Property") which is more particularly described in the plat which is recorded in Map Cabinet 22, Page 362-364 of the Brunswick County Registry.

WHEREAS, The Company desires to develop The Property as Detached Single-Family Residential Patio Lots ("The Lots"), and in order to establish a unique, superior and integrated community within The Property, protect the value of individual Lots and to assure the architectural environment within The Property in keeping with the high standards of Brunswick

RET Delanie -ALF
TOTAL 22 REV _____ TC# 38
REC# _____ CK AMT 36 CK# 4808
CASH _____ REF _____ BY TB

Plantation, The Company desires to subject The Property to the additional Covenants, Conditions and Restrictions set forth herein.

NOW, THEREFORE, The Company submits and subjects The Property to the following Covenants, Conditions and Restrictions:

1. **Submission of Property to Covenants:** Pursuant to the provisions of Article II, Section 2 of the Master Declaration, The Company submits and subjects The Property as described in Map Cabinet 22, Page 362-364 of the Brunswick County Registry to the Covenants, Conditions and Restrictions contained herein which shall constitute equitable servitudes which shall run with the land. Every grantee of an interest in any Lot within The Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the Covenants, Conditions and Restrictions contained herein. All land within The Property, which is not shown on the Plat as residential Lots, shall remain property of The Company unless otherwise sold, transferred or conveyed.

Such retained property shall include all roads, traffic islands, lakes, ponds, wildlife areas, lagoons, golf course holes and easements, if any, contained within The Property.

2. **Submission of Additional Property:** The Company may, at any time, subject other real property to the Covenants, Conditions and Restrictions contained herein by recording a plat which recites on the face thereof that the lots thereon are subject to this Supplemental Declaration.

3. **Building Restriction:** Edenton is a theme village and, therefore, requires construction and reconstruction of a Dwelling and any other improvement on the Lot to be in keeping with the theme and general character of the community. In order to carry out this requirement, the Lot owner must build his Dwelling and any other improvements to be located

on the Lot according to specific models, the plans and specifications for which have been pre-approved by the Architectural Standards Committee. In no event, however, shall a dwelling have a minimum square footage of less than 1,500 square feet of living space (heated and cooled living space) and a two (2) car garage. If a dwelling constructed on a Lot within the Property contains two or more floors, then the ground floor of the dwelling shall have a minimum of 1300 square feet of living space (heated and cooled living space) and a two (2) car garage.

In addition, all dwellings constructed on a lot shall: (a) have a minimum first floor elevation at least two (2) feet above the 100-year flood elevation as designated on the official Brunswick County Flood Plain Maps on file with the Brunswick County Planning Department; and (b) be designed and constructed in compliance with the requirements of the Brunswick County Building Code for residential construction; and (c) be constructed according to the Architectural and Landscaping Plans which have been approved as to architectural style, exterior materials, color schemes, placement on the Lot and landscaping by the Architectural Standards Committee. Reconstruction or repairs shall also comply with these provisions.

4. **Service Yards:** Each owner of a Lot shall provide visually-screened areas to serve as service yards in which garbage receptacles, fuel tanks, electric meters, air conditioning equipment must be placed or stored in order to conceal them from view from the streets and adjacent properties. Visual barriers shall be built by the owner as directed by the Architectural Standards Committee to shield the service yards.

5. **Use of Lots and Dwellings:** Each Lot shall be used exclusively for Detached Single-Family Residential purposes. No trade or business of any kind may be carried on in any Dwellings, except for sales offices of the Company as permitted in the Master Declaration. The lease or rental of any Dwelling within The Property for a period of less than thirty (30)

consecutive days is prohibited. All lessees or tenants of Dwellings within The Property shall in all respects be subject to the terms and conditions of this Declaration.

6. **Exterior Appearance of The Dwelling:** Unenclosed garages or carports may not be utilized. No foil or other reflective materials shall be used on any window for sunscreens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. All blinds, curtains and other window treatments must conform to the regulations established by the Architectural Standards Committee. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited. No clothing, rugs, or other items may be hung on any railing, fence, hedge, or wall.

7. **Nuisance:** No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any Lot, nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of The Property. Noxious or offensive activities shall not be carried on in any Lot or Dwelling. Each Lot owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Lot or Dwelling which could cause disorderly, unsightly, or unkept conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of The Property. Noxious or offensive activities shall not be carried on in any Lot or Dwelling which would result in a cancellation of an insurance for any portion of The Property, or which would be in violation of any law or governmental code or regulation.

8. **Privacy:** The Dwelling shall be constructed on the Lot so as not to interfere with the privacy of adjacent Lot owners and in accordance with the guidelines set by the Architectural Standards Committee. The Single-Family Residential building, including garage, shall be the only structure located on the Lot.

9. **Mail Box and Newspaper Receptacle Design:** All mail and newspaper receptacles shall be constructed in keeping with the plans provided by the Architectural Standards Committee.

10. **Lighting:** No out door lights shall be allowed on the Lot which project high density off-site illumination. One driveway light shall be maintained at all times. The light pole and fixture shall be approved by the Architectural Standards Committee. The light shall constitute a part of the street lighting system and shall, therefore, be on an automatic light switch control so as to provide street lighting and driveway identification from sunset in the evening and sunrise in the morning.

11. **Garages:** The garage, which is part of the Dwelling Unit, shall at all times be used as a garage and not enclosed as living space. The garage shall be equipped with an electric garage door opener. The garage door shall be in a down or closed position at all times except when a motor vehicle is being placed inside or taken outside the garage. All motor vehicles shall be parked or stored inside the garage or in the specific spaces inside the Lot or designated by the Architectural Standards Committee.

12. **Impervious Coverage:** No more than 5500 square feet of each lot associated with this phase of this project shall be covered by structures and/or paved surfaces, including walkways or patios of brick, slate or similar materials, but specifically excluding walkways and decks of wood provided they allow stormwater runoff to infiltrate the soil beneath same. This covenant is intended to insure compliance with stormwater runoff rules heretofore adopted by the State of North Carolina and, therefore, may be enforced by the State of North Carolina.

13. **Delayed Construction:** Construction of a dwelling on a Lot within The Property shall commence within eight (8) years of the date The Company conveyed the Lot to the original Owner (hereafter called the "Delayed Construction Period"). Should the original Owner convey

the Lot or title be passed in any manner before the eight (8) year period runs, then the Delayed Construction Period shall be automatically extended for an additional three (3) years. A conveyance or passage of title by a subsequent Owner shall not extend the construction period.

The Company or its General Contractor shall be the exclusive builder; Page 2 of the Lot Sales Contract is attached hereto as "Exhibit A" and incorporated herein by reference.

14. **Amendment**: This Supplemental Declaration may only be altered, modified or changed by a written document executed by a majority of the Owners of the Lots and will only become effective upon recordation in the Brunswick County, North Carolina, Public Registry.

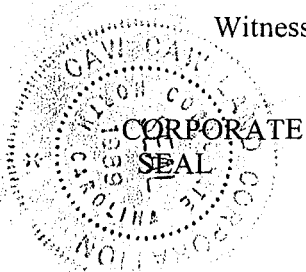
15. **Binding Effect and Duration**: These Covenants, Conditions and Restrictions shall run with the land and shall be binding on all parties owning any portion of The Property, their heirs, successors and assigns, for the same period of time as the Master Declaration, including extensions thereof.

16. **Cumulative Effect**: All of the Covenants, Conditions, and Restrictions contained in this Supplemental Declaration shall encumber The Property in addition to those contained in the Master Declaration. Wherever a provision of this Supplemental Declaration conflicts with specific performance of the Master Declaration, the provisions of the Master Declaration shall prevail.

17. **Enforcement**: The Declarant, the Association or any Owner of a Lot within The Property shall have the right (but not the affirmative obligation) to enforce, by proceedings at law or in equity, all the Restrictions, Conditions, Covenants, Easements and Reservations now or hereinafter imposed by the provisions of this Declaration; however, the failure to do so shall not be deemed a waiver of the right to do so in the future.

Furthermore, the Company reserves for itself, and the Association and their agents and employees, the right to enter upon any Lot for inspection.

Witness this 14th day of March, 2000.



CAW CAW LAND CORPORATION

By: Mason H. Anderson
Mason H. Anderson, President

ATTEST:
Jimmy A. McLamb
Jimmy A. McLamb
Secretary/Treasurer

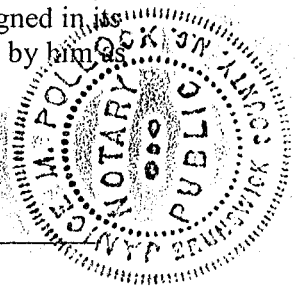
Inst # 40020 Book 1365Page: 811

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, JANICE M. POLLOCK, Notary Public of the County and State aforesaid, certify that Jimmy A. McLamb personally appeared before me this day and acknowledged that he is Secretary/Treasurer of Caw Caw Land Corporation, a North Carolina Corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by Mason H. Anderson, its President, sealed with its corporate seal and attested by him as its Secretary/Treasurer.

WITNESS my hand and official seal, this 14th day of March, 2000.

Janice M. Pollock
Notary Public



My Commission Expires:
10/31/04

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of JANICE M POLLOCK

Notary(ies) Public is (are) Certified to be Correct.

This Instrument was filed for Registration on this 20th Day of March, 2000 in the Book and Page shown on the First Page hereof.

Robert J. Robinson
ROBERT J. ROBINSON, Register of Deeds

EXHIBIT A

SPECIAL CONDITIONS.

(a) **Theme Village (Pre-Approved Models) Requirements:** The only home which may be constructed on this lot is one of our Pre-Approved models for this particular Theme Village. You acknowledge that you have seen plans for these models and/or the constructed homes.

(b) **Home Construction Time Frame Requirement:** Construction of a home on the lot must be commenced within Eight (8) years from the date of your closing on the lot with us. However, should you, the original purchaser, convey the lot or title be passed in any manner before the Eight (8) year period has run, we hereby agree to automatically extend the delayed construction period for Three (3) additional years, making a total in all events of not more than Eleven (11) years. A conveyance or passage of title, in any manner, by a subsequent owner shall not extend the construction period.

(c) **We (or our General Contractor) are the exclusive builders in this Theme Village:** In consideration of our agreeing to convey the lot without a house constructed on it and agreeing to a delayed construction period, you hereby agree that we or our General Contractor will be your exclusive builder and that you will contract with us to build the model and options you chose from our Pre-Approved Theme Models.

(d) **The Construction Contract:** The Proto-Type Construction Contract which will be used to govern the construction process is attached as Exhibit "A". Prior to commencement of construction, it will be filled in to reflect the model and options chosen and the construction price. It will then be signed by the proper parties.

(e) **Contract Construction Price:** Our currently effective Construction Price List for the various pre-approved them models and options is attached as Exhibit B. If you chose to commence construction within six (6) months from date of closing on the lot under this Purchase Agreement, we agree to build and you agree for us to build the home and options you choose at the cost taken from the attached price list (Exhibit B) bearing date of _____. If, however, you delay commencement of construction beyond that date, the construction price for the Construction Contract will be taken from our then currently effective Constructive Price List. In this connection, should our then effective Construction Price List for the model and options you chose exceed the prices shown on Exhibit B by more than the adjustment in this price as measured by the Marshall & Swift Residential Cost Handbook, Comparative Cost Multipliers by Region table, then the Construction Contract price will be capped at that adjusted number.

(f) **Damages for Breach of these Special Provisions:** You agree these special provisions are substantially to your benefit and that any breach of its requirements will result in substantial damages to us. We also agree that our failure or refusal to contract to build a properly selected model and options for the appropriate price may result in substantial damages to you.

(g) **These Special Provisions run with the lot:** These special provisions are contained in the Supplemental Declaration covering this lot and are therefore intended to be binding on you, your heirs and assigns. You agree that should you convey this lot prior to construction to include these special provisions in your sale contract so that the buyer will be aware of these conditions.