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

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

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

**FOURTH AMENDMENT TO DECLARATION OF
RESTRICTIVE AND PROTECTIVE COVENANTS FOR
ROCKFORD FOREST, ROCKFORD FOREST SECTION I,
ROCKFORD FOREST SECTION I-A, AND ROCKFORD
FOREST SECTION II**

THIS FOURTH AMENDMENT TO DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR ROCKFORD FOREST, ROCKFORD FOREST SECTION I, ROCKFORD FOREST SECTION I-A, AND ROCKFORD FOREST SECTION II, the "Fourth Amendment", is made this 29th day of August, 2012, by **BENNETT FARM DEVELOPMENT, INC.**, a North Carolina corporation, hereinafter called the "Declarant", **DICKY WOOD, INC.**, a North Carolina corporation, hereinafter referred to as "Dicky Wood", **ERIC D. KINSMAN and wife, CRISTIE RENEE KINSMAN**, hereinafter referred to as "Kinsman", and **BRADLEY K. LARGE and wife, CANDACE M. LARGE**, hereinafter referred to as "Large", said Declarant, Dicky Wood, Kinsman, and Large, being the owners of sixty-seven percent (67.0%) of the lots in the subdivision known as "ROCKFORD FOREST", situated in Stump Sound Township, Onslow County, North Carolina and more particularly described on maps of each section of the Rockford Forest Subdivision prepared by John L. Pierce & Associates, P.A. and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. Said maps being incorporated by reference as if fully set forth and referred to for the purpose of furnishing a more complete and accurate description of the property which is subject to this amendment.

W I T N E S S E T H:

WHEREAS, Declarant did execute and record in the Office of the Register of Deeds of Onslow County, North Carolina documents namely: "Master Declaration of Restrictive and Protective Covenants for Rockford Forest, and Rockford Forest, Section I", recorded in Book 3292, Page 19, hereinafter referred to as the "Master Declaration"; "Amendment to Master Declaration of Restrictive and Protective Covenants

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for Rockford Forest, and Rockford Forest, Section I, Annexation of Rockford Forest, Section I-A", recorded in Book 3320, Page 890, hereinafter referred to as the "First Amendment"; "Second Amendment to Declaratioin of Restrictive and Protective Covenants for Rockford Forest and Rockford Forest Section I", hereinafter referred to as "Second Amendment"; and "Amendment to Master Declaration of Restrictive and Protective Covenants for Rockford Forest and Rockford Forest Section I, Annexation of Rockford Forest, Section II", hereinafter referred to as "Third Amendment", subjecting the real property described therein to certain covenants, conditions, restrictions and easements, said Master Declaration, First Amendment, Second Amendment, and Third Amendment, being hereinafter collectively referred to as the "**Declaration**"; and

WHEREAS, ARTICLE XXVII of the Master Declaration entitled, "MODIFICATION", provides that the Declarant and owners of not less than sixty (60%) percent of the subdivided lots may alter, modify, cancel or change the restrictions of the Declaration, but the North Carolina Planned Community Act requires the owners of lots constituting sixty-seven percent (67.0%) of the votes in the Association; and

WHEREAS, the Declarant, Dicky Wood, Kinsman, and Large are the record owners of sixty-seven percent (67%) of the Lots in Rockford Forest, Section I, Rockford Forest Section I-A and Rockford Forest, Section II, as shown on the aforesaid recorded maps; and

WHEREAS, in accordance with the provisions of the Master Declaration, the parties hereto desire to alter and amend said Declaration by including additional covenants, conditions and restrictions for the preservation and enhancement of the property values in the Subdivision.

NOW, THEREFORE, the Declarant, Dicky Wood, Kinsman, and Large hereby declare that the Declaration be and is hereby amended as follows:

1. All capitalized terms in this Fourth Amendment shall have the same meaning as set forth in the Declaration, unless otherwise defined herein.

2. **ARTICLE XV, MISCELLANEOUS RESTRICTIONS**, of the Master Declaration is hereby amended by adding the following restrictions:

(E) Operative motor vehicles used by a resident of a Lot as a primary source of transportation may be parked in the driveway of such Lot Owner or in any garage space owned by the Owner of such Lot. However, the residents of any one Lot may not collectively park more than four (4) operative motor vehicles in the Subdivision. No inoperative, non-licensed, non-registered motor vehicles, vehicle over 5000 pounds empty weight, cargo, equipment or utility trailers, or buses (collectively "Restricted Vehicles") may be parked on the Properties, unless such Restricted Vehicles are parked either (i) in the garage and the garage door is completely closed, (ii) directly in the rear of the primary dwelling on the Lot, or (iii) behind an enclosed fence on the Lot. No auto maintenance and/or repairs may be performed on the Properties, except

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if performed inside the garage, or behind an enclosed fence, of a Lot Owner. Motor vehicles, whether owned by the Lot Owner or not, parked in violation of any provision in the Declaration, as hereby amended, or in violation of any Rules or Regulations adopted by the Association, shall be towed away and stored at the Owner's risk and expense. By parking on the Properties, the owner of the vehicle or other vehicle user is deemed to waive any claim against the Declarant or Association resulting directly or indirectly out of the towing and/or storage, unless the towing can be shown, by a preponderance of the evidence, to have been done maliciously. The Declarant and Association are not obliged to try to determine the owner of a vehicle and first give notice, before authorizing the towing of the vehicle parked in violation hereof.

(F) All Lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth, including, but not limited to weeds and grass, or accumulation of rubbish or debris shall be permitted to remain on a Lot or within the right of way adjacent to such Lot. The Declarant, and Association, their successors or assigns, reserve the right to enter upon and cut grass, weeds, or undergrowth on any Lot, easement or area between a Lot and the adjoining street right of way, but shall be under no obligation to do so. The cost and expense incurred by the Declarant or Association for maintenance of a Lot, including, but not limited to, lawn mowing, shall be deemed a Limited Common Expense to be paid by the Lot Owner, which shall be a lien on such Lot and enforceable as provided in Article XIX(M) of the Second Amendment. Declarant, or Association, their successors or assigns, further reserve the right to impose such other rules and regulations to prohibit "group" or "party" car washes and other activities which it deems an unreasonable annoyance or nuisance to the community.

(G) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste and recyclable materials shall not be burned or disposed of on any Lot, and shall be kept in enclosed sanitary containers. All equipment for the storage, prior to disposal of such material, shall be kept in a clean and sanitary condition. The placement of containers for such materials shall be kept in an enclosed area, not subject to view from outside of the enclosed area, except for the pick up for disposal.

(H) All mailboxes shall retain the same style, design, color and location of the mailboxes as originally provided at the time of initial construction. The Declarant or Association reserves the right to approve the style, design, color and location prior to any original installation or replacement. Application shall be made to the Declarant or Association prior to installation or replacement. By accepting a deed to any Lot, the Owner gives the Declarant and Association the right to remove any non-approved mailbox in a reasonable manner; all costs for same shall be paid by the Owner, and all damages against the Declarant and Association are waived.

(I) No sign, billboard, or other advertising of any kind, including without limitation professionally prepared "for sale" and "for rent" signs, shall be placed or erected on any Lot, save and except a professionally prepared "for sale" or "for rent" sign not to exceed six (6) square feet in size. Although approval by the Declarant or Association is not required prior to the display of such signs, the Declarant or Association may itself remove, have removed, or require the removal of any such sign which in its opinion

adversely affects the appearance of the community. A valid easement shall exist on any Lot for such removal by the Declarant or Association or its agents. Provided, however, nothing shall prohibit or limit in any manner "construction" signs designating the job site and builder which may be placed upon a Lot during the period of the construction of a residential dwelling on the Lot, but must be immediately removed upon final completion of such construction, nor the erection of temporary banners for recognizing accomplishments of residents of the Subdivision. Notwithstanding the above, any additions to the Project Area in the Development Area may be further limited in regard to signs, billboards or advertising as set out in any Supplemental Declaration. Nothing herein shall prohibit any sign erected by the Declarant or its assigns.

(J) Lawn mowers, lawn equipment, bicycles, motorcycles, raw firewood, or other items of personal property may be stored only in a garage, behind and enclosed fence, or on that part of any Lot to the rear of the extended front line of the dwelling so as to be shielded from view from any street to the greatest extent reasonably possible.

(K) Only draperies or blinds shall be permitted as window dressings hung at windows, or in any manner so as to be visible from the outside of any building erected upon any Lot, shall be permitted, unless otherwise approved by the Declarant or the Association.

(L) Clotheslines shall not be permitted, unless otherwise approved by the Declarant or Association.

(M) Outdoor swimming pools, hot tubs, Jacuzzis, and other similar recreational facilities may be located only directly to the rear of the primary dwelling, or within an enclosed fence, on a Lot. All such facilities shall be subject to approval and compliance with all governmental laws and regulations.

(N) No Lot shall be leased for a term of less than thirty (30) days, nor shall any building or structure on any Lot be occupied other than by a "single family". Single family shall be defined as the Lot Owner, Lot Owner' spouse or companion, their children, grandchildren, parents, grandparents, and siblings,

3. **ARTICLE X, ERECTION OF FENCES**, is hereby amended by increasing the height restriction of any fence to six (6) feet, in lieu of five (5) feet as set forth in the first sentence thereof.

4. Except as herein modified and amended the Declaration referred to herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seals, or if corporate, have caused this instrument to be signed by its President, with authority duly given by its Board of Directors, the day and year first above written.

SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES

BENNETT FARM DEVELOPMENT, INC., a North Carolina corporation

By: *Betty Bullock*
Betty Bullock
Its President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The undersigned, a Notary Public in and for said County and State, do hereby certify that **Betty Bullock**, personally came before me this day and acknowledged that she is the President of **BENNETT FARM DEVELOPMENT, INC.**, a North Carolina corporation, and that by authority duly given by its board of directors and as the act of said corporation, the foregoing instrument was signed in its name by her as its President for the purposes set forth therein and in the capacity indicated.

Witness my hand and official stamp or seal, this 23rd day of August, 2012.

Jennifer M. Shugart
Notary Public
Onslow County, N.C.
My Commission Expires:
October 24, 2016
My Commission Expires: 10/24/2016

Jennifer Shugart
Notary Public

DICKY WOOD, INC., a North Carolina corporation

By: *William B. Wood*
William B. Wood
Its President

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

The undersigned, a Notary Public in and for said County and State, do hereby certify that **WILLIAM B. WOOD**, personally came before me this day and acknowledged that he is the President of **DICKY WOOD, INC.**, a North Carolina corporation, and that by authority duly given by its board of directors and as the act of said corporation, the foregoing instrument was signed in its name by him as its President for the purposes set forth therein and in the capacity indicated.

Witness my hand and official stamp or seal, this 28th day of August, 2012.

My Commission Expires: 10/24/2016

Jennifer Shugart
Notary Public

Jennifer M. Shugart
Notary Public
Onslow County, N.C.
My Commission Expires:
October 24, 2016

Eric D Kinsman (Seal)

ERIC D. KINSMAN

Cristie Renee Kinsman (Seal)

CRISTIE RENEE KINSMAN

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

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

ERIC D. KINSMAN and wife, CRISTIE RENEE KINSMAN

Date: August 23rd, 2012

Jennifer M. Shugart
(Official Signature of Notary)

Jennifer M. Shugart
(Notary's printed or typed name)

My commission expires: 10/24/2016

Jennifer M. Shugart
Notary Public
Onslow County, N.C.
My Commission Expires:
October 24, 2016

(Official Stamp or Seal)

Bradley K. Large (Seal)
BRADLEY K. LARGE

Candace M. Large (Seal)
CANDACE M. LARGE

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

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

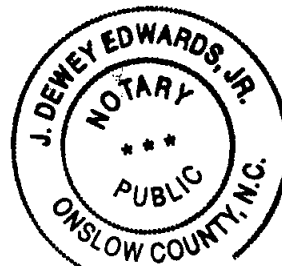
BRADLEY K. LARGE and wife, CANDACE M. LARGE

Date: August 29, 2012

J Dewey Edwards, Jr
(Official Signature of Notary)

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

My commission expires: July 9, 2016



(Official Stamp or Seal)