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*Gene P. Boger*

GENE P. BOGER, Tyrrell COUNTY, NC

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**FOURTH SUPPLEMENTAL DECLARATION OF LASSETERS LANDING,  
A PLANNED COMMUNITY**

Prepared by: William P. Norrell, Attorney  
Return to: 131 Lasseters Landing, Columbia, NC 27925

NORTH CAROLINA  
TYRRELL COUNTY

THIS FOURTH SUPPLEMENTAL DECLARATION OF LASSETERS LANDING, A PLANNED COMMUNITY, is made this the 18 day of APRIL, 2019, by Lasseters Landing Association, Inc., a North Carolina Nonprofit Corporation, hereinafter referred to as "Association";

WITNESSETH:

WHEREAS, Edgewater Enterprises, LLC ("Edgewater") as original Declarant filed for record a Declaration of Lasseters Landing, A Planned Community, dated November 13, 2003 and duly recorded in Deed Book 198, Page 223, Tyrrell County Public Registry; and

WHEREAS, Edgewater Enterprises, LLC as original Declarant caused to be filed a Supplemental Declaration of Lasseters Landing, A Planned Community, amending and modifying the original Declaration as recorded in Deed Book 198, Page 223 such Supplemental Declaration being recorded in Deed Book 206, Page 129; and

WHEREAS, Edgewater Enterprises, LLC as original Declarant, turned over the Common Elements to the Association and turned over control of the Association to the individual Cottage Owners; and

WHEREAS, the Lasseters Landing Association, Inc. Caused to be filed a Second Supplemental Declaration of Lasseters Landing, A Planned Community, as recorded in Deed Book 215, Page 865; and

WHEREAS, the Lasseters Landing Association, Inc. Caused to be filed a Third Supplemental Declaration of Lasseters Landing, A Planned Community, as recorded in Deed Book 222, Page 594; and

WHEREAS, hereinafter the original "Declaration" as recorded in Deed Book 198, Page 223, the Supplemental Declaration as recorded in Deed Book 206, Page 129, the Second Supplemental Declaration as recorded in Deed Book 215, Page 865, and the Third Supplemental Declaration as recorded in Deed Book 222, Page 594, being jointly and severally referred to herein as the "Declaration"; and

WHEREAS, the Association and Cottage Owners are desirous of further amending the covenants applicable to Lasseters Landing.

NOW, THEREFORE, the Association and Cottage Owners do hereby designate, declare and make known and publish the following corrections, changes, amendments and restatements of various provisions of the Declaration as hereinafter set out, as well as set forth supplemental provisions to the Declaration as hereinafter set out:

1. Article Two, Section 2, Provision 2.2.4 of the Declaration shall be repealed and replaced with the following:

2.2.4. Lot 1 will have no vote; Lot E, also known as Lot 2, shall have one vote until Lot E/2 has been sold and a cottage has been built on said lot, at which point it will have two votes.

2. Article 6, Section 6.4 shall be revised to state the following:

The association will not be responsible for any form of maintenance or cleaning of the exterior of the cottages. Each cottage owner is responsible for all repairs need and the pressure washing of their own cottage.

3. Article 8, Section 8.17 shall be revised to state the following:

Upon receipt of approval from the Architectural Review Committee and prior to the commencement of any new construction on Lot E/2, the Lot Owner or Cottage Owner shall pay an Impact Fee in the sum of \$2,000 to the Association. Said Impact Fee shall be non-refundable to the paying Lot Owner or Cottage Owner. The Impact Fee shall be used by the Association to pay for the repair of any damage to the roads during construction. The balance of any Impact Fee not used after completion of construction shall be deposited into the Association's road maintenance fund.

4. Article 9, Section 9.11 shall be revised to state the following:

Except as otherwise permitted herein, or in supplementary declaration hereto, no plants, animals, or plants, animal or device or thing of any sort whose normal

activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other Lots by any Owner, tenants and guests thereof, may be maintained. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, no dogs. No dogs, cats or pets are allowed, except of actual OWNER of a cottage. There will be a \$100.00 fee charge to Cottage Owner for violating this Article.

5. Article 9, Section 9.16 shall be revised to state the following:

Nothing in the Declarations, Supplemental Declarations, or in this Fourth Supplemental Declaration shall in any way be construed to prohibit any Cottage Owner or Lot Owner from renting their property to a tenant on a vacation rental basis of ONE day to no more than THIRTY days. Should a rental be there past THIRTY days, they will be considered in violation and penalized at the discretion of the Executive Board of Directors. It shall be the renting Cottage Owner's or Lot Owner's responsibility to ensure a tenant's compliance with all regulations and restrictions contained in the Declaration on all supplements thereto.

6. Except as otherwise amended herein, the Declaration remains in full force and effect.

SIGNATURE(S) ON THE FOLLOWING PAGE(S)

IN WITNESS WHEREOF, the Association has caused this instrument to be signed in its corporate name by its duly authorized officer, the day and year first above written.

Lasseters Landing Association, Inc., a North Carolina nonprofit corporation

BY: Greg Mann  
President

STATE OF NC

(COUNTY) (CITY) OF Tyrrell Columbia

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

Witness my hand and seal this 18<sup>th</sup> day of April, 2019.



Elaine Jones  
Signature of Notary Public

Elaine Jones  
Typed or printed name of Notary Public

My commission expires. July 8, 2019