



Prepared by and return to: Lori P. Jones, P.O. Box 10669, Raleigh, NC 27605

NORTH CAROLINA

AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
EAGLE CREEK

COUNTY OF BRUNSWICK

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

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE CREEK is made this 6<sup>th</sup> day of October, 2020, by Stars & Stripes 3K, LLC, a Delaware limited liability company.

WITNESSETH:

WHEREAS, Eagle Creek Subdivision, LLC, a North Carolina limited liability company caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Eagle Creek in Book 2925, Page 333 of the Brunswick County Registry (“Original Declaration”); and

WHEREAS, on March 30, 2010, WASLAW, LLC, a North Carolina limited liability company, in its capacity as substitute trustee, recorded a Notice of Foreclosure in Book 3032, Page 931 of the Brunswick County Registry, providing notice that a deed of trust secured by the property subjected to the Original Declaration had been foreclosed; and

WHEREAS, on March 30, 2010, WASLAW, LLC recorded a Trustee’s Deed in Book 3032, Page 919 of the Brunswick County Registry conveying said property to EC Resolution LLC, a North Carolina limited liability company, together with all rights, title and interest of the grantor; and



WHEREAS, EC Resolution LLC thereafter conveyed the property in question to John Ward and wife, Betty Ward, via a Special Warranty Deed recorded in Book 3353, Page 1331 of the Brunswick County Registry, along with all of the privileges and appurtenances of the grantor; and

WHEREAS, John Ward and wife, Betty Ward, conveyed the property in question to Brunswick County Properties, Inc., a North Carolina corporation, via a General Warranty Deed recorded in Book 3355, Page 476 of the Brunswick County Registry and via a Quitclaim Deed recorded in Book 3355, Page 482, such conveyance including all developer/declarant rights set out in the Original Declaration; and

WHEREAS, Brunswick County Properties, Inc. conveyed the property in question to Stars & Stripes 3K, LLC, a Delaware limited liability company, via a General Warranty Deed recorded in Book 3648, Page 106 of the Brunswick County Registry; and

WHEREAS, Brunswick County Properties, Inc. assigned its declarant rights to Stars & Stripes 3K, LLC via an Assignment of Declarant's Rights and Permits recorded in Book 3648, Page 93 of the Brunswick County Registry; and

WHEREAS, Stars & Stripes 3K, LLC accepted all declarant rights under the Original Declaration, but specifically did not assume any liability relating to the exercise or failure to exercise declarant rights occurring before the date of assignment; and

WHEREAS, the Original Declaration provides in Article X, Section 4 that the Original Declaration can be amended by an instrument recorded in the Brunswick County Registry, upon the vote of not less than sixty-seven percent (67%) of the votes in the Association; and

WHEREAS, Stars & Stripes 3K, LLC owns the entirety of the property subjected to the Original Declaration, and accordingly has the authority to amend the Original Declaration pursuant to Article X, Section 4; and

WHEREAS, Stars & Stripes 3K, LLC desires to amend and restate the Original Declaration as set forth herein, which shall completely supersede and replace the Original Declaration;

NOW THEREFORE, the undersigned does hereby declare that the Property shall be Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Creek shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the property described in Exhibit A, which exhibit is attached hereto and incorporated herein by reference, or any part thereof, and shall inure to the benefit of each owner thereof. Such property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the provisions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Creek and the easements, restrictions, covenants and conditions described herein, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of such property. This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Creek shall amend and supersede and fully replace the Original Declaration. Declarant further declares that all of the Property shall be held, sold, and conveyed subject to Chapter 47F of the North Carolina General Statutes.

**ARTICLE I**  
**PROPERTY SUBJECT TO THIS DECLARATION**

The property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration and the jurisdiction of the Association is located in Brunswick County, North Carolina, and is more particularly described on Exhibit A which is attached hereto and incorporated herein by reference.

## ARTICLE II DEFINITIONS

**Section 1.** "Association" shall mean and refer to Eagle Creek Homeowners' Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

**Section 2.** "Board" or "Board of Directors" shall mean and refer to the body responsible for administration of the Association, elected as provided for in the Bylaws.

**Section 3.** "Builder" shall mean and refer to a person or entity other than Declarant who purchases or becomes the Owner of one or more Lots within Eagle Creek for the purpose of constructing a residential dwelling thereon for sale to a third party.

**Section 4.** "Bylaws" shall mean and refer to the Bylaws for Eagle Creek Homeowners' Association, Inc. as they may be amended from time to time.

**Section 5.** "Common Area" shall mean all real property owned by the Association, if any, for the common use and enjoyment of the Members. Unless and until dedicated to and accepted by a public body, all streets shall be deemed to be part of the Common Area to be maintained by the Association.

**Section 6.** "Common Expenses" shall mean and include:

- a. All sums lawfully assessed by the Association against its Members;
- b. Expenses related to the administration, maintenance, repair or replacement of the Common Area and any other property for which the Association bears maintenance responsibility per the terms of this Declaration;
- c. Expenses declared to be common expenses by the provisions of this Declaration or the Bylaws;
- d. Expenses agreed by the Members to be common expenses of the Association;
- e. Ad valorem taxes and public assessments charges lawfully levied against Common Areas;
- f. Utilities used in connection with the Common Area; and
- g. Hazard, liability or such other insurance premiums as the Declaration or the Bylaws may require the Association to purchase.

**Section 7.** "Declarant" shall mean and refer to Stars & Stripes 3K, LLC, and its successors and assigns, or any entity to whom any Special Declarant Rights as set forth herein are assigned, as evidenced by a document recorded in the Brunswick County Register of Deeds; provided however,

nothing herein shall be construed as imposing upon Stars & Stripes 3K, LLC liability relating to the exercise or failure to exercise declarant rights occurring before the date of recording of the Assignment of Declarant's Rights and Permits in Book 3648, Page 93 of the Brunswick County Registry.

**Section 8.** "Declarant Control Period" shall mean and refer to that period during which Declarant retains sole authority to appoint, remove and replace members of the Board of Directors. The Declarant Control Period shall terminate upon the earliest of the following events: (i) when all the Lots have certificates of occupancy issued thereon and have been conveyed to persons other than a Builder or Declarant; (ii) upon Declarant's voluntarily surrender in writing of such control; or (iii) on December 31, 2040.

**Section 9.** "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Creek, as it may hereafter be amended or supplemented.

**Section 10.** "Lot" shall mean and refer to any plot of land shown upon a Plat, whether or not improvements are constructed thereon, which is intended for residential development, use and occupancy. The term "Lot" shall not include any Common Area.

**Section 11.** "Member" shall mean and refer to a person subject to membership in the Association per Article IV of this Declaration.

**Section 12.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 13.** "Plat" shall mean and refer to that "Plat of Eagle Creek Subdivision Phase 1 for Eagle Creek Subdivision, LLC" recorded in Map Book 57, Pages 28 through 32, inclusive, in the Brunswick County Registry, as revised in Map Book 64, Pages 20 through 24, inclusive, Brunswick County Registry. The term "Plat" shall also mean and include any additional plats recorded by Declarant or a Builder related to Eagle Creek, including related to property to be annexed to Eagle Creek.

**Section 14.** "Property" shall mean and refer to that certain real property described in Exhibit A, together with such additional property as may be made subject to this Declaration.

### ARTICLE III PROPERTY RIGHTS

**Section 1.** **Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area and any sidewalks within the subdivision for access, ingress and egress from and to public streets, walkways and parking areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions set forth in this Declaration, as well as the following provisions:

- a. for any period during which any assessment against his Lot remains unpaid for thirty (30) days or longer, the right of the Association to suspend the voting rights of an Owner and to suspend other privileges or services provided by the Association, including use of recreational amenities, if any;
- b. for violation of the Declaration, Bylaws, rules or regulations of the Association, the right of the Association to suspend privileges or services provided by the Association.



including use of recreational amenities, if any, for a period not to exceed sixty (60) days, and the right of the Association after notice and an opportunity to be heard to impose fines;

- c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members;
- d. the right of the Association to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage the Property, and the rights of such mortgagee in said Property shall be subordinate to the rights of the homeowners hereunder; and
- e. the right of the Association to adopt, publish and enforce rules and regulations as provided in Article VII.

**Section 2. Delegation of Use.** Any owner may delegate his right of enjoyment in and to the Common Area to the members of his family, his tenants or contract purchasers who reside on the Owner's Lot.

**Section 3. Title to the Common Area.** The Declarant hereby covenants for itself, its successors and assigns that prior to the conveyance of the last Lot, the Declarant will convey fee simple title to any Common Area to the Association, free and clear of all encumbrances and liens, except utility and storm drainage easements and other easements of record.

**Section 4. Maintenance; Government Permits.** Notwithstanding anything in this Declaration to the contrary, the Association shall at its sole cost and expense be responsible for the operation and maintenance of the Common Areas and any improvements thereon, from the date of construction or improvement by Declarant, whether or not such Common Area has been deeded to the Association. Further, after completion of construction of any facilities required to be constructed by Declarant pursuant to applicable permits, agreements or easements for the community, all duties, obligations, rights and privileges of the Declarant under any water, sewer, stormwater, or utility agreements, easements or permits for the community with municipal or governmental agencies or public or private utility companies shall be the duties, rights, obligations, privileges and the responsibility of the Association, notwithstanding that such agreements, easements, or permits have not been assigned or the responsibilities thereunder specifically assumed by the Association

If the Declarant is required by any governmental agency to provide any operational or maintenance activities with respect to any Common Area or improvement thereon, or pursuant to any agreements, easements or permits, then the Association agrees to reimburse the Declarant the costs of such operational and maintenance activities within thirty (30) days after Declarant invoices the Association for the same. The Association agrees to levy a special assessment – which need not be approved by Owners – to cover the amount if the Association does not have sufficient funds available. Declarant shall be entitled to specific performance to require the Association to levy and collect such special assessment.

#### ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

**Section 1.** Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have two (2) classes of voting membership:

- a. **Class A Members.** Class A Members shall be all Owners except for the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional voting with respect to any Lot is hereby prohibited.
- b. **Class B Member.** The Class B member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot owned and ten (10) votes per every 0.25 acres of real property that is subject to the Declaration that has not been subdivided into Lots. The Class B Membership shall terminate at the end of the Declarant Control Period. Upon such termination, the Declarant shall become a Class A Member and shall have Class A votes with respect to any Lot owned by it. If the Class B membership has been terminated, and subsequently additional properties owned by Declarant are annexed and become subject to this Declaration, the Class B membership shall immediately be reinstated and shall not terminate until one hundred percent (100%) of the Lots within the Property, including Lots in the annexed property, have been conveyed to a person other than a Builder or Declarant.

**Section 3.** **Appointment of Board.** During the Declarant Control Period, the Declarant shall have the right to appoint all members of the Board of Directors.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1.** **Creation of the Lien and Personal Obligation of Assessments.** Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual and special assessments for those purposes outlined below, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot when each assessment was made, and such assessments shall not pass to his successors in title unless expressly assumed by them. All assessments relating to Common Area shall be shared equally by the Owners of Lots within Stoneridge Estates. Notwithstanding anything herein to the contrary, Declarant and Builders shall be exempt from paying annual or special assessments for any unoccupied lot owned by either of them.

**Section 2.** **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and, in particular, for (i) payment of the Common Expenses; (ii) the acquisition, improvement and

maintenance of Common Area; (iii) the maintenance and repair of any items which are deemed to be the responsibility of the Association under this Declaration; (iv) the cutting and removal of weeds and grass and the removal of trash and rubbish and any other maintenance necessary for the use and enjoyment of any Common Area, including but not limited to, cost of repairs, replacement and additions; (v) the cost of labor, equipment, materials, management and supervision; (vi) the payment of taxes and public assessments assessed against any Common Area; (vii) the procurement and maintenance of insurance in accordance with this Declaration; (viii) the employment of attorneys and other professionals to represent and advise the Association when necessary; (ix) the provision of adequate reserves for the replacement of capital improvements including, without limitation, signs, landscaping and any other major expense for which the Association is responsible; and (x) such other needs as may arise.

**Section 3. Reserves.** The Association shall establish and maintain an adequate reserve fund for periodic maintenance, repair, and replacement of improvements to the Common Area, if any.

**Section 4. Maximum Annual Assessment.** As of the date of recording of this Declaration, the maximum annual assessment shall be Five Hundred Fifty Dollars (\$550.00) per Lot, which amount shall be subject to annual review and adjustment by the Association.

- a. Beginning January 1, 2022, and for each year thereafter, the maximum annual assessment may be increased effective January 1 of such year without vote of membership by up to fifteen percent (15%) of the previous year's assessment.
- b. The maximum annual assessment may be increased above the increase permitted in Section 4(a) above only with the approval of a majority of the votes of each class of Members who are present in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 5. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of (a) storm debris clean-up; (b) the cost of unanticipated expenses not planned for in the annual budget; or (c) any maintenance, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or of any area or improvement for which the Association bears maintenance responsibility, including fixtures and personal property related thereto; provided, however, that any such assessment shall have the assent of a majority of the votes of each class Members who are present in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 10 days nor more than 60 in advance of the meeting setting forth the purpose of the meeting.

**Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence of Members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the first

meeting or any subsequent meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Uniform Rate of Assessment.** Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on an annual basis. However, the Declarant and Builders shall be exempt from paying annual or special assessments on any non-occupied Lot owned by either of them.

**Section 8. Date of Commencement of Annual Assessments; Due Dates.** The assessments provided for herein shall commence as to a Lot when such Lot is improved with a single-family residence and conveyed to a person who will, individually or through tenants or assigns, occupy that residence.. Assessments shall be due and payable in a manner and on a schedule as the Board may provide. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Any certificate so given shall be conclusive evidence of payment of the assessments stated therein.

**Section 9. Capital Contribution.** Upon the initial conveyance of a Lot to the first Owner thereof other than a Builder or Declarant, the purchaser shall pay to the Association the amount of Five Hundred Dollars (\$500.00) which shall be transferred upon closing of the Lot to the Association and held as a working capital fund. Amounts paid into the fund shall not be considered advance payment of regular assessments.

**Section 10. Effect on Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Lot in the same manner in which a Deed of Trust may be foreclosed under Power of Sale pursuant to Chapter 45 of the North Carolina General Statutes, or in accordance with Chapter 47F of the North Carolina General Statutes, or pursuant to any other applicable statute. Interests, costs, and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may give or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot. Should any deficiency remain after the foreclosure, the Association may also bring an action against the owner for said deficiency.

**Section 11. Subordination.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the filing of a claim of lien under this Article and to ad valorem taxes. Sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 12. Exempt Property.** All Common Area, all property dedicated to and accepted by a local public authority, all property owned by a public or private utility for the purpose of providing water to the Lots, and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from these assessments.

**Section 13. Fines.** The Board may impose fines of up to \$100.00 per day (or any higher amount allowed by law) for each violation of this Declaration, the Bylaws of the Association, or any rules and regulations promulgated by the Association, provided that before imposing any fine, the Association shall also provide the offending Owner with an opportunity to be heard regarding the violation. Any fines imposed thereafter shall be a lien against the Owner's Lot. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of fines. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled.

## ARTICLE VI ARCHITECTURAL AND APPEARANCE CONTROL

### **Section 1. General Provisions.**

- a. Declarant shall retain control of the Architectural Review Committee until a certificate of occupancy has been issued on the last Lot in the subdivision unless, prior to that time, Declarant shall voluntarily assign in writing the rights, powers, duties and obligations of the Architectural Review Committee to the Association. When the final certificate of occupancy has been issued on the last Lot in the subdivision, the rights, powers, duties, and obligations of the Architectural Review Committee shall automatically transfer to the Association.
- b. During Declarant's control of the Architectural Review Committee, the Architectural Review Committee shall consist of one (1) or more person designated by the Declarant. When the rights, powers, duties, and obligations of the Architectural Review Committee shall be transferred or assigned to the Association:
  - i. The Architectural Review Committee shall consist of three (3) or more individuals appointed by the Board on an annual basis, and such appointed members of the Architectural Review Committee may be members of the Board.
  - ii. The Board may remove members of the Architectural Review Committee appointed by the Board at any time with or without cause.
  - iii. In the event of the death, resignation or removal by the Board of any member of the Architectural Review Committee, the Board shall have full right and authority to designate and appoint a successor to complete the unexpired term of such deceased, resigned or removed member.
- c. No building, sign, fence, hedge, wall, walk, landscaping, ornaments, statues, flags, playsets, recreational structures, grading, site improvement or other improvements or structures shall be constructed, erected, placed upon or planted on a Lot, nor shall any alteration of a Lot or improvement take place, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and location with respect to topography and finished product have been approved by the Architectural Review Committee, in writing, as to conformity and harmony of external design with the existing structures in the subdivision, including, without limitation, with respect to topography and finished ground elevation. The Architectural Review Committee shall

have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for safety, appearance, aesthetic or any other reasons, provided such approval is not unreasonable withheld. In approving or disapproving such plans and applications, the Architectural Review Committee shall consider the suitability of the proposed building, improvement, structure or landscaping and materials in relation to the surrounding area and the effect thereof on adjacent or neighboring property.

The Architectural Review Committee may establish and amend from time to time objective standards and guidelines which may establish, define, and expressly limit what structures or improvements will be approved within the Property, including, but limited to, with respect to architectural style, exterior color or finish, roofing material, siding, driveway material, landscape design, and construction technique. These standards shall be utilized in review of architectural applications by the Architectural Review Committee. In addition, the ARC may promulgate requirements regarding the kinds, types, and detail to be included in the plans and specifications for proposed projects. A copy of the initial Architectural Standards applicable to the Property are attached as Exhibit B. These Architectural Standards may be repealed, amended, or modified by the ARC without Member approval.

- d. In the event the Architectural Review Committee shall fail to specifically approve or disapprove the plans and specifications submitted in final and complete form, within sixty (60) days after written request for final approval or disapproval, such plans and specifications shall be deemed approved.
- e. There is specifically reserved unto the Architectural Review Committee, the right of entry and inspection upon any Lot for the purpose of determination by the Architectural Review Committee whether there exists any construction of any improvement which violates the terms of any applicable covenants, conditions, or restrictions. The Architectural Review Committee and the Board of Directors are specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expense, and reasonable attorney's fees in connection therewith.
- f. The Association, Declarant, Architectural Review Committee or any other officer, employee, director, or member thereof shall not be liable for damage to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association, Declarant or Architectural Review Committee to recover any such damages.
- g. Members of the Architectural Review Committee shall not be entitled to any compensation for services performed pursuant to this Article.

**Section 2. Maintenance by the Association.** The Association shall maintain all Common Area and improvements thereon. The Association's maintenance responsibility shall also include

*maintenance, repair and replacement of any stormwater control measures serving more than one Lot. Except as set forth herein, the Association shall have no maintenance or repair responsibility related to any Lot, including any improvements thereon, unless such responsibility is specifically assumed by the Association or set forth in this Declaration. The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the subdivision, where the Board has determined that such maintenance would benefit all Owners.*

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Owner's family, guests, lessees, invitees or contractors, and is not covered and paid for by insurance maintained by the Association, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

**Section 3. Maintenance by the Owner.** Each Owner at such Owner's sole cost and expense shall maintain such Owner's Lot, including all improvements thereon, in a safe, clean, and attractive condition, including without limitation all the following:

- a. Prompt removal of all litter, trash, refuse and waste;
- b. Seeding, fertilizing and watering of all lawns and mowing, edging, clipping, sweeping, pruning, raking and otherwise caring for all lawns on a regular basis, including, any portions of a publicly dedicated street right of way or private street right of way adjacent to any boundary of such portion of the Lot and not maintained by any governmental entity, sometimes referred to as a "devil strip";
- c. Pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians, do not cause unsightly or unkempt conditions and do not trespass onto the property of others, including any street tree located within the road right of way adjacent to the boundary line of the Owner's Lot;
- d. Removal of dead or diseased trees, shrubs and other plant material on the Lot, and care, removal, and replacement of any street tree located within the road right of way adjacent to the boundary line of the Owner's Lot;
- e. Maintenance of flower and plant gardens;
- f. Maintenance of exterior lighting and mechanical facilities;
- g. Maintenance of parking areas and driveways;
- h. Ensuring proper drainage of the Lot to prevent soil erosion;
- i. Repairing and painting (or other appropriate external care) and otherwise caring for the dwelling and all other structures located on the Lot;
- j. Maintenance, repair, and painting of all fences, retaining walls, and other improvements or structures on the Lot;

- k. Maintenance of all drainage easements, utility easements and other easements located on a Lot that are not specifically allocated by this Declaration to be the responsibility of the Association, and maintenance, repair, and replacement of any wastewater disposal systems and components thereof, whether located on a Lot or a septic easement;
- l. Preventing and correcting unclean, unsightly or unkempt conditions of Lots and all improvements thereon, including keeping all Lots clean and free of garbage, junk, trash, debris, non-operable vehicles and apparatus, and any substance or conditions that might contribute to an unsightly condition, health hazard or the breeding and habitation of snakes, rats, insects or other wildlife or pests; and
- m. Maintenance, repair, and replacement of that portion of the individual household water line for which the Utility will not assume maintenance responsibility.

The Board of Directors may adopt and enforce additional rules and regulations related to required maintenance upon the Lots.

If the Board of Directors determines that any Owner has failed or refused to discharge properly any of Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, if such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot. The remedies provided in this Section shall be in addition to, and not in lieu of, other remedies provided in this Declaration for a violation of the Declaration.

**Section 4. Dwelling Size; Setbacks; Design and Landscaping Requirements.**

- a. The following setbacks shall apply, unless a greater setback is required by local or county setback regulations or is set forth on the Plat: minimum front yard setback is 15 feet; minimum side yard setback is 5 feet; and minimum rear yard setback is 9 feet. The site and location of any dwelling or other structure upon a Lot must be approved by the Architectural Review Committee.
- b. All dwellings shall have a minimum of 1,250 square feet of enclosed, heated dwelling area. The term "enclosed, heated dwelling area" shall mean the total enclosed area within a dwelling which is heated by a common heating system, but does not include garages, terraces, decks, open porches, or like areas.
- c. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed two and 1/2 stories in height and an accessory building or structure for storage or other appropriate use. No garage apartments are allowed.

- d. All fences must be approved by the Architectural Review Committee. However, no fence on a Lot shall be over six feet in height. Fences must be installed on the property line at the rear of the Lot and each side lot line and must be attached to the rear corners of the dwelling.
- e. Parking areas and drives on a Lot must be constructed of concrete, brick, asphalt, or turf stone, or any other material approved by the Architectural Review Committee.
- f. All Lots shall have, at a minimum, a 2-car garage. No carports are allowed.
- g. Roofing shingles shall be architectural with shadow-line effect or 3-tab single.
- h. Windowless facades are not allowed on street facing corner lots. Corner lots are treated as having two front elevations.
- i. All light bulbs or other lights installed in any exterior fixture on a Lot for purposes of illumination shall be clear, white, or non-frost lights or bulbs and shall not be placed so as to shine on adjacent properties so as to become a nuisance to adjacent owners.
- j. Prior to initial occupancy of a dwelling, the front yard, side yards, and rear yard areas of the Lot must be sodded, except for areas to be used as planting beds, but said planting beds must be planted prior to initial occupancy. With respect to rear yards, a minimum of 15 feet from the house extending into the rear yard must be of sod.
- k. All Lots must have one (1) shade tree in the front yard space that is a species of oak, maple, or elm, and that has a minimum tree caliper width of 2 inches measured at 2 feet above ground level. Corner lots must have at least two such trees. All homes must have at least one (1) flowering tree in the front yard space that is a minimum of 10 feet in height and is a species of crape myrtle, cherry, or redbud. All homes shall have foundation plantings with shrubs and ground cover.

For good cause shown, the Architectural Review Committee may permit such landscaping to be done within six months after the initial occupancy of the residence. Each Lot Owner is required to maintain sodding in the front, sides, and rear yard spaces of the Lot in order to prevent erosion, stormwater runoff, and any damage to wetlands, drainage easements, ditches, swales, and any other stormwater runoff basins or facilities located on the Property. Each Owner shall indemnify and hold Declarant and the Association harmless from any cost, claim, or expense arising from any damages to wetlands, drainage easements, ditches, swales, and any other stormwater runoff basins or facilities caused by the failure of the Owner to maintain sodding in the front, sides, and rear yard spaces of the Lot.

**Section 5. Easements Reserved unto Declarant.** The following easements are reserved to Declarant, its successors, and assigns:

- a. Easements as may be necessary over the Property for the installation and maintenance of utilities and drainage facilities, specifically including the right to grant a 10 foot wide easement over and adjacent to the front property line of each and every Lot, for the benefit of Declarant, the Association, or their respective agents to erect, maintain, inspect, repair, and use electric and telephone lines, cables, wires, conduits, sewers, water

mains, storm drains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage channels in the easements. Such easement areas of each Lot and all improvements on it shall be maintained continuously by the owner of the Lot unless otherwise specifically addressed in this Declaration.

- b. The right to cut drain ways for surface water whenever such action may appear to be necessary to Declarant or the Association to maintain reasonable standards of health, safety, and appearance.
- c. The right to cut any trees, bushes or shrubbery, or to make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.
- d. The right to locate wells, pumping stations, and tanks within residential areas, or upon any Lot with the permission of the Lot Owner.

**Section 6. Easements over Lots.** *The Lots shall be subject to, and Declarant does hereby grant, the following non-exclusive perpetual and temporary easements for the enjoyment of Declarant, the Association, and subcontractors authorized by Declarant, the Association, the Members and the successors-in-title of each:*

- a. **Easements Shown on Plat.** Each Lot shall be subject to all easements, borders, buffers, and the like which are shown and depicted on the Plat as affecting and burdening such Lot.
- b. **Entry.** Each Lot shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Lot under such circumstances and for such purposes as are described elsewhere in this Declaration.
- c. **Surface Water Drainage.** Each Lot shall be subject to a perpetual easement in favor of the Association and all other Lots for the drainage of surface waters over, under or across such Lot, including any runoff or carryover of water from one Lot to another, provided that such cross-Lot drainage condition was created by Declarant.
- d. **Street Lighting.** Declarant reserves the right to subject the property to installation of street lighting, which cost for such operation, maintenance and repair of said lighting may be a Common Expense or may be charged by the applicable utility directly to Lot Owners as determined by the utility.

**Section 7. Other Easements.** Declarant does hereby grant, the following non-exclusive perpetual and temporary easements for the enjoyment of Declarant and the Association and its Members as the case may be:

- a. **Common Area Easements.** The Association shall have the power and authority to grant and establish upon, over, under and across the Common Area conveyed to it such further easements as are requisite for the convenience, use and enjoyment of the Property. In addition, there is hereby reserved unto the Declarant and its agents and employees an

easement and right of ingress, egress and regress across all Common Area now or hereafter owned by the Association for the purpose of construction of improvements within the Properties.

- b. Irrigation Easement. There is hereby reserved a permanent easement and right to pump water from the lakes, ponds, waterways, basins, water table, wells, water dependent structures and other bodies of water located in, on or under the Property for the purpose of irrigating any portion of the Property, and to drill, install, located, maintain and use wells, pumping stations, water towers, filtration basins and tanks and related water facilities and systems within the Common Area. The Property is further subject to a permanent easement for overspray and/or surface or subsurface flow of water from any irrigation system serving the Property. Under no circumstances shall Declarant or the Association be held liable for any damage or injury resulting from said water, or the exercise of this easement.
- c. Emergency Services. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon all Lots and Common Elements in the performance of their duties.
- d. Emergency. In case of any emergency originating in or threatening any Lot or the Common Area, regardless of whether the Lot Owner is present at the time of such emergency, the Association or any other person authorized by it shall have the right to enter such Lot for the purpose of remedying or abating the cause of such emergency and making any other necessary repairs not performed by the Lot Owner, and such right of entry shall be immediate.
- e. Other. The Association is granted an easement over each Lot for the purpose of performing any maintenance or repair work authorized by this Declaration.

## ARTICLE VII USE RESTRICTIONS

**Section 1.** **Rules and Regulations.** The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of each Lot and the Common Area.

**Section 2.** **Use of Property.** No portion of the Property (except for temporary offices of the Declarant and/or any model used by Declarant) shall be used except for single family residential purposes and for purposes incidental or accessory thereto. For purposes of this section "single family residential purposes" includes attached single family homes (e.g., townhomes) and multi-family dwellings (e.g., condominiums, apartments). No trade or business or commercial activity shall be carried on, in or upon any Lot at any time except with the written approval of the Board, which the Board may grant so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or Bylaws, does not create a disturbance, and does not unduly increase traffic flow or parking congestion. The Board may promulgate rules and regulations regarding permitted business activities. Leasing of a Lot in accordance with the provisions of this Article VII shall not be considered a business or business activity.

**Section 3. Condition of Property.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot, and the Board of Directors shall have the authority to establish community standards regarding the same. No portion of the Property, including any Lot, shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.

**Section 4. Animals.** No animals, insects, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that up to three (3) dogs, cats or other household pets may be kept or maintained, provided that they are not kept or maintained for commercial purposes. Owners are limited to having a maximum of three (3) pets at any one time. At no time shall any household pet be allowed to run free. All pets shall be leashed when off the Owner's Lot. Pets shall not at any time be left tied or chained on any Lot. No doghouses, kennels, or runs are allowed. Owners are responsible for promptly removing any pet waste deposited in the Common Area or on another Owner's Lot and must keep every pet owner must keep his or her own Lot in a clean and sanitary manner, including the removal of pet waste as needed. The Association shall have the right to promulgate additional rules and regulations governing pet ownership that may further limit the number, size, type and conduct of pets. For purposes of this section, the term "household pet" or "pet" shall not include any exotic animal or animal for which a permit must be obtained from a local, state or federal government to legally keep such animal, nor shall the term include chickens, pigs, horses, goats, sheep, cows, or other type of traditional livestock of any size, including pygmy and miniature varieties, whether or not the same are considered to be a pet by the owner thereof.

**Section 5. Subdivision and Recombination.** No Lot shall be subdivided or recombined without the express consent of the Architectural Review Committee and the applicable local government authority, except that Declarant reserves the right to subdivide or recombine any Lot or Lots.

**Section 6. INTENTIONALLY DELETED.**

**Section 7. Temporary Structures.** Except as otherwise set forth herein, no trailer, tent, shack, pod, barn, storage container or other temporary structure shall be erected or placed on any Lot governed by these covenants, except on a temporary basis as approved by the Architectural Review Committee. Under no circumstances shall the same be used for residential purposes.

**Section 8. Fences.** No fence or fencing-type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Property, including any Lot, without the prior written consent of the Architectural Review Committee. No fence on a Lot shall be over six feet in height or forward of the rear corner of the dwelling erected on the Lot. No chain link, chicken wire, barbed wire or any other wire fence is permitted. The Architectural Review Committee may enact regulations establishing other fence requirements.

**Section 9. Signs.** No sign of any kind shall be erected by an Owner without the prior written consent of the Architectural Review Committee except:

- a. One (1) "For Sale" or "For Rent" sign may be posted on the Owner's Lot during any period in which the Lot is being marketed. No sign can be more than eighteen (18) inches by

eighteen (18) inches and must be placed at a maximum height of two (2) feet above ground level. Signs should be professionally made of metal or composite material. Homemade or handwritten signs of any type are not to be allowed. "For Sale" or "For Rent" signs may not be attached to wooden posts, placed in any windows facing outward, or nailed to a tree. In addition, one (1) "Open House" sign is permitted during the hours that a house is open for public viewing. No other signs related to the sale of the property are permitted, including at the entrance of the subdivision;

- b. One (1) professional security sign may be posted on the Owner's Lot near the front entrance of the dwelling, and one (1) professional security sign may be posted on the Owner's Lot at the rear entrance of the dwelling;
- c. Signs required by legal proceedings may be posted on a Lot;
- d. One (1) political sign with maximum dimensions of 24 inches by 24 inches may be posted in the front yard space of a Lot but such sign may not be posted earlier than 30 days before the day of the election and must be removed within seven days after election day. For the purposes of this section, "political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot. No political signs may be posted on the Common Area.

No signs of any type may be posted on the Common Area, except with permission of the Board, except that the Board shall not approve the posting of political signs in the Common Area. The Architectural Review Committee shall have the right to enact reasonable rules and regulations governing the style, number, or size of permitted signs, as well as defining those events for which temporary signs may be utilized.

Notwithstanding the foregoing, the Declarant and/or Declarant's assigns or Builders as authorized by Declarant shall be authorized to erect and maintain temporary signs for the sale and construction offices and for marketing of Lots and to erect and maintain decorative fencing at any sales or construction office.

**Section 10. Accessory Buildings and Other Outdoor Structures.** No accessory building of any nature whatsoever (including, but not limited to, detached garages, storage buildings, and greenhouses) shall be placed on any Lot without the prior written approval of the Architectural Review Committee. Under no circumstances shall metal storage buildings be permitted. All accessory buildings must conform to the same architectural style as the residence located on the same Lot. No outside clotheslines, supplies or equipment are allowed on a Lot. Garbage and refuse containers, transformers, air conditioning, and other alternative energy devices shall either be concealed behind screening or integrated into the building design in a manner approved by the Architectural Review Committee so as to be inconspicuous. All outdoor equipment and accessories on a Lot, such as play structures, benches, sculptures etc. shall be approved in writing by the Architectural Review Committee as compatible and harmonious with the surroundings. No window air conditioning units are permitted.

**Section 11. Appearance.** Each Owner shall keep his Lot free of tall grass (grass greater than 6 inches in height is prohibited), undergrowth, dead trees, trash, and rubbish. Each Lot shall be maintained to present a neat and attractive appearance, and each Owner shall comply with those requirements set forth in Article VI, Section 3 of this Declaration. No trees that are more 3 inches in diameter measured at a point 2 feet above the ground shall be removed without the prior written consent of the Architectural Review Committee except (a) dead or diseased trees; (b) trees that are located within

10 feet of a drainage area, a septic field, a sidewalk, a residence or a driveway; (c) trees removed by Declarant; or (d) trees removed during the construction of the original dwelling on a Lot.

**Section 12. Parking and Garages.** Each Owner shall provide for sufficient space for automobile parking for the Owner and Owner's guests in an enclosed garage or driveway on the Lot. There shall be no parking of automobiles on any portion of the Lot except in an enclosed garage or the driveway. There shall be no parking of automobiles on the Common Area except in approved locations. There shall be no parking of automobiles on the streets.

No boats, jet skis, trailers, buses, equipment, campers, motor homes, mobile homes, tractors, golf carts, recreational vehicles or other similar items may be parked on the streets in the Property or on any Lot unless such items shall be parked in an enclosed garage or in an area approved by the Architectural Review Committee which is screened from view from the street and adjoining Lots by a fence that is six feet (6') in height. In no case shall recreational vehicle parking be allowed in front of or beside a residence. No inoperative, abandoned, or unlicensed vehicle or any vehicle displaying an invalid inspection sticker shall be parked or stored on any Lot or on the streets in the Property. No tractor trailer or tractor cab may be parked anywhere within the Property at any time, whether permanently or temporarily. The operation of motor bikes, dirt bikes, all-terrain vehicles, go-carts, and motorized recreational vehicles shall be prohibited both on the streets of the subdivision and on the individual Lots comprising said subdivision. The Board of Directors may promulgate additional rules and regulations governing parking and operation of vehicles, conveyances, and equipment within the Property, including on the Lots. The foregoing parking restrictions shall not apply to the development or construction activities of Declarant or any Builder approved by Declarant.

Garages may not be converted to or used as conditioned living or workspace. Garage doors must remain fully closed other than during times of ingress or egress from the garage.

**Section 13. Antennas and Satellite Dishes.** No radio, television, or other antenna, aerial or satellite dish may be installed without the approval of the Architectural Review Committee, except as follows:

- a. **Satellite Dishes:** Satellite dishes that are one meter or less in diameter and are designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, may be installed without pre-approval. As long as adequate reception is available, satellite dishes must be located on the rear exterior wall or rear roof of the residence, or the rear yard behind the residence, and to the extent possible must not be visible from adjoining lots, streets, or common area.
- b. **Other Antennas:** Antennas that are one meter or less in diameter or diagonal measurement and are designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite and antennas that are designed to receive local television broadcast signals may be installed without pre-approval. As long as adequate reception is available, such antennas must be located on the rear roof of the residence, or the rear yard behind the residence, and to the extent possible must not be visible from adjoining lots, streets, or common area.

Dishes and other antennas and accompanying equipment should be placed to blend in with the surrounding area where located and must be screened from view where possible. The Architectural

Review Committee may enact requirements regarding screening and plantings as may be necessary to ensure that dishes and antennas are screened from view. Owners are solely responsible for maintaining satellite dishes, antennas, and all related equipment. Owners are not permitted to install satellite dishes or antennas of any type on the Common Area.

**Section 14. Solar Collectors.** Solar collectors may be installed only after approval of the Architectural Review Committee. Applications must include the type of solar collector, a photo of the same if available, and a drawing detailing the proposed location. Solar collectors may not be placed in the following locations if visible by a person on the ground: (1) on the façade of a structure that faces areas open to common or public access; (2) on a roof surface that slopes downward toward the same areas open to common or public access that the façade of the structure faces; or (3) within the area set off by a line running across the façade of the structure extending to the property boundaries. The Architectural Review Committee may require screening of solar collectors depending upon the type and placement desired. All supports, wires, mounting hardware and other portions of the solar collector, to the extent possible, must be painted to match the color of the roof or wall to which they are attached.

**Section 15. Garbage Receptacles.** All garbage shall be stored in receptacles, which are picked up and disposed of weekly. Receptacles shall be placed out of sight of the subdivision streets at all times except for the purpose of garbage pickup.

**Section 16. Tanks.** There shall be no propane or any other storage tanks located on any Lot unless screened from view in a manner approved by the Architectural Review Committee, except for standard sized tanks typically used with a residential grill.

**Section 17. Mailboxes.** No curb side mailboxes or other mail or newspaper receptacle shall be installed by any Owner within the Property, including on a Lot. A central mailbox unit sufficient to allocate one mail receptacle per Lot shall be installed by Declarant on the Property, and shall be maintained, repaired, and replaced by the Association, whether located on a Lot or Common Area. No Owner may move, deface, damage, or otherwise alter said central mailbox unit. The Board shall have authority to establish rules and regulations governing use of the boxes to the extent said rules do not interfere with the regular delivery of mail and shall assess owners on an individual basis for keys or replacement keys to the central mailbox unit as may be needed.

**Section 18. Pools and Hot Tubs.** A hot tub and/or in-ground pool may be permitted with the approval of the Architectural Review Committee, but only in the rear yard space of the Lot. No above-ground pools are allowed, except temporary wading pools up to six feet in diameter and 12 inches deep are permitted in the rear yard space during the summer months without seeking architectural approval. Approved pools and hot tubs should be set back at least 15 feet from the nearest property line; however, the Architectural Review Committee may issue a variance where such setback is not feasible.

**Section 19. Governmental Regulations.** All government buildings codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provisions of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

**Section 20. Tree Conservation, Wetlands, and Buffer Areas.** There shall be no disturbance or removal of trees or vegetation any tree conservation or wetlands or buffer area depicted on the Plat unless permitted by applicable governmental authorities and the Architectural Review Committee. Owners are responsible for all care, pruning, removal, and replacement of street trees, if any, located within the street right of way adjacent to the Owner's Lot.

**Section 21. Impervious Limits.** The Property is subject to certain impervious surface area limitations imposed by local governmental authority which shall be binding on all Lot Owners.

**Section 22. Window Treatments.** No foil or other reflective materials shall be used on any windows for any purpose. The side of all window treatments which can be seen at any time from the outside of any structure located on a Lot must be white, off-white or neutral in color, or, in the event of wooden blinds or shutters, natural or lightly stained wood.

**Section 23. Flags and Banners.** No flags, banners, or similar item may be displayed on a Lot without architectural approval, except that Owners may display the flag of the United States of America not exceeding 4 foot x 6 foot in size as long as the flag is displayed in accordance with federal law regarding the same. In addition, owners may display one (1) flag of any type no larger than 3 foot by 5 foot attached to the rear of a dwelling, back porch or deck.

**Section 24. Play Equipment.** Installation of temporary or permanent play equipment (for example, trampolines, tree houses, playhouses, swing sets, sandboxes, and basketball goals) requires architectural approval. Where possible, equipment should be constructed principally of wood or composite materials. Play equipment should be shielded from the view of neighbors by appropriate landscape screening such as tall plants and shrubs. Play equipment should be located directly behind the house (not outside rear corners), and no closer than 10 feet from the rear property line. All play equipment must be maintained in good condition and repair. All portable play equipment must be stored out of site when not in use.

**Section 25. Garden Ornaments.** Unless approved by the Architectural Review Committee exterior sculptures, ornaments, fountains, bird baths/feeders or similar items are prohibited in the front and side yards of a Lot. Such items may be placed in the rear yard space of a Lot, but the Architectural Review Committee reserves the right to require removal of any such items if the same are visible to neighboring lots, common open spaces, or to the street, or are not felt to be in keeping with the scheme and plan of development of the community.

**Section 26. Generators.** Portable electrical generators are only permitted only for temporary use during construction or during a power outage unless otherwise approved by the Board. Installation of permanent generators must be approved in writing by the Architectural Review Committee and may be used only in the event of a power outage.

**Section 27. Holiday and Religious Decorations.** The Association may adopt reasonable rules and regulations regarding the time, place and manner in which holiday or religious decorations may be displayed.

**Section 28. Common Area Alternations.** No person shall undertake, cause, or allow any alternation or construction in or upon any portion of the Common Area except with the express written consent of the Board.

## ARTICLE VIII DECLARANT RIGHTS

**Section 1. Declarant Rights.** During the Declarant Control Period, the Declarant shall have the following rights and privileges: all Special Declarant Rights as defined in the Act; the right to appoint and remove members of the Board of Directors and officers; the right to appoint and remove

members of the Architectural Review Committee; the right to use all Common Areas for sales and marketing events and to assign such rights as it deems appropriate to Builders or other third parties; the right to use any and all dwellings as a model or sales office and to authorize such use by others; the right to subject the Property to contracts for the provision of utilities including water, sewer, electric service, gas, cable, telephone, broadband and internet or other similar services; the right to unilaterally amend this Declaration as it, in its sole discretion deems advisable; the right to change, alter or re-designate the allocated planned, platted, or recorded use or designation of any of the lands constituting the planned community (so long as Declarant retains title to said lands); the right to re-plat any one or more Lots shown on the plat of any subdivision of the Property and to further subdivide tracts shown on any such plat into two or more Lots; to recombine one or more tracts or Lots or a tract and Lots to create a larger tract; to eliminate from this Declaration Lots that are not otherwise buildable or are needed for access or are needed for use as private roads or access areas, and to take such steps as are reasonably necessary to make such replatted Lots or tracts suitable and fit as a building site or access area or roadway; the right to assign its rights as declarant, in whole or in part, as it deems advisable and upon such assignment to be released from any and all liability for actions of declarant as to rights so assigned; the right to convey real and personal property to the Association upon terms and conditions as it deems appropriate and to require the Association to accept such conveyances; the right to use all easements and rights of ways within the Property, whether for ingress and egress, drainage or utilities or for utilities and to grant easements to third parties; the right to withdraw portions of the Property from this Declaration; the right to enter into cross-access easement agreements or shared use agreements with respect to properties located adjacent to the Property, which may obligate the Association to contribute to maintenance of property or improvements located outside the Property; and such other rights as are set forth herein.

**Section 2. Prohibited Actions.** During the Declarant Control Period, the Board shall have no authority to, and shall not undertake any action, without the prior written consent of the Declarant or its agent expressly authorized for such purpose, which shall prohibit or restrict in any manner the sales and marketing program of the Declarant or any such program authorized by Declarant or restrict or limit in any manner the use by the Declarant of any portion of the Property for the sale and/or resale of Lots; decrease the level of maintenance services of the Association provided by the Board so long as Class B voting rights exist; make any special or annual or other assessment or impose any fine upon the Declarant's Lots or the Declarant; modify, amend or alter the recorded plats of the Property; terminate or waive any rights of the Association under this Declaration; convey, lease, mortgage, alienate or pledge any easements or any part of the Common Area; accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association; terminate or cancel any easements granted hereunder or by the Association; terminate or impair in any fashion any easements, powers, or rights of the Declarant hereunder; restrict the Declarant's right of the use, access, and enjoyment of any of the Property; cause the Association to default on any obligation under any contract or this Declaration; restrict in any respect the use by the Declarant of any office or other facility on the Property for any purpose, including managing or operating the Association.

## ARTICLE IX PLAN OF DEVELOPMENT; ANNEXATION OF ADDITIONAL PROPERTIES

Declarant's plan for the development of the community contemplates that portions of the Property may be developed with separate and distinct types of residential structures, including detached single-family homes and attached townhomes. Because such phases, sections or subdivisions may have varying lot sizes, types of dwellings, marketing considerations and other differences, it may be necessary or desirable to impose additional and different covenants and restrictions on such phases, sections or subdivision which are applicable solely to such phase, section or subdivision. Accordingly, the Declarant

or other person or entity owning such phase, section or subdivision may subject the phase, section or subdivision to such supplemental declarations or sub-association declarations as the Declarant, or other owner or entity, with the Declarant's prior written consent and approval, in his, her or its sole discretion, may from time to time determine. The Declarant or other person or entity owning such phase, section or subdivision may also establish separate sub-associations with separate sub-association common area to be maintained by that sub-association.

Until ten (10) years following the end of the Declarant Control Period, Declarant may, from time to time, annex all or any part of the Additional Property by filing of record a supplemental declaration or plat noting the property therein to be subjected to the Declaration (the "Annexed Property") which shall extend the terms of this Declaration to the Annexed Property; provided, however, that such supplemental declaration or plat, as applied to the Additional Property covered thereby, may include such specific additional controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens as may be set forth in such supplemental declaration or plat.

Upon termination of the Declarant Control Period, the Association may annex Additional Property upon a vote of not less than a majority of the Owners present in person or by proxy at a meeting called and noticed for such purpose.

Nothing herein shall prevent Declarant from using the name "Eagle Creek" in conjunction with the development of other real property which is not made subject to the Declaration.

#### **ARTICLE X RESTRICTIONS ON JURISDICTIONAL WETLANDS**

*The Property is subject to a Jurisdictional Determination from the U.S. Army Corps of Engineers (Action ID SAW-2006-41790-010) regarding the existence of certain waters and wetlands on the Property that are subject to permitting requirements of Section 404 of the Clean Water Act. Those waters and wetlands are delineated on documents attached to the Notice of Jurisdictional Determination dated April 28, 2020. No person or entity shall fill, grade, excavate, or perform any other land disturbing activities; nor cut or remove any vegetation or trees except for dead, dying, or diseased vegetation or trees and noxious or poisonous vegetation such as poison ivy or poison oak; nor construct any structures; nor allow animal grazing or watering or any other agricultural use on such delineated waters and wetlands. This covenant is intended to secure compliance with the authorization issued by the United States of America, U.S. Army Corps of Engineers, Wilmington District, and therefore may be enforced by the United States of America. This covenant is to run with the land and shall be binding on the owner, and all parties claiming through or under it, including, but not limited to any adjacent homeowners or any homeowners association to whom the owner may assign or convey its right. Modification of Article X will require written consent of the U.S. Army Corps of Engineers.*

#### **ARTICLE XI STORMWATER RUNOFF REGULATIONS**

The covenants contain in this section are intended to ensure continued compliance with stormwater runoff rules adopted by the State of North Carolina and, therefore, may be enforced by the State of North Carolina. Any Owner may in accordance with applicable governmental regulations borrow from another Owner any built-upon area which is not being utilized by the other Owner. Such transaction need not be approved by Owners, other than those involved in the transaction, by the Declarant or by the Association.

- a. Swales shall not be filled in, piped, or altered except as necessary to provide driveway crossings.
- b. Built-upon area in excess of the permitted amount requires state stormwater management permit modification prior to construction and shall be at the expense of the party wishing to do so.
- c. All permitted runoff from outparcels or future development shall be directed into the permitted stormwater control system. These connections to the stormwater control system shall perform in a manner that maintains the integrity and performance of the system as permitted.
- d. Nothing other than grass shall be allowed or permitted to be placed within any drainage, water or sewer easement that is established on any Lot by the Plat. Not by way of limitation, but by way of example, shrubs, trees and other vegetation, fences, walls, storage buildings and all other structures and improvements, of whatever nature or kind, are prohibited from being located within any such easement area.
- e. Although not required, Owners are encouraged to grade and maintain along the side lot lines of their Lots a swale or depression sufficient in size to encourage surface water drainage. Owners shall not alter or impeded in any way a naturally occurring drainage way or a swale constructed or provided by the Declarant or Builder along lot lines.
- f. Any and all erosion from said Lot occurring at the time of occupancy of any residence construction on said Lot must be stabilized and controlled as described hereinabove within thirty (30) days of occupancy of said residence by the Owner.
- g. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 070527, as issued by the Division of Water Quality under NCAC 2H.1000:
  - (i) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
  - (ii) These covenants are to run with the land and be binding on all persons and parties claiming under them.
  - (iii) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
  - (iv) Alternation of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.
  - (v) The maximum allowable built-upon area per lot is listed below. 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 pavement. Built upon area includes, but is not limited to, structures,

asphalt, concrete, gravel, brick, stone, slate, coquina, and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

Lot Numbers	Maximum BUA (ft <sup>2</sup> )
A1 – A85	2,600
B1 – B12	2,600
C1 – C215	3,100
D1 – D72	3,600

- (vi) Lots within CAMA's Area of Environmental Concern may be subject to a reduction in their allowable built-upon area due to CAMA regulations.
- (vii) All runoff from the built-upon areas on the Lot must drain into the permitted system. This may be accomplished through a variety of means including roof drain gutters which drain to the street, grading the Lot to drain toward the street, or grading perimeter swales to collect the Lot runoff and directing them into a component of the stormwater collection system. Lots that will naturally drain into the system are not required to provide these additional measures.
- (viii) Built-upon area in excess of the permitted amount will require a permit modification.

## ARTICLE XII INSURANCE

**Section 1.** Insurance coverage obtained by the Association on the Property shall be governed by the following provisions:

- a. **Ownership of Policies.** All insurance policies on the Common Area shall be purchased by the Association for the benefit of the Association and the Owners.
- b. **Coverage.** All buildings and improvements owned by the Association and located on the Common Area, and all personal property owned by the Association, shall be insured in an amount of not less than one hundred percent (100%) of the replacement cost after application of any deductible, as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:
  - i. Loss or damage by fire and other hazards covered by the standard coverage endorsement, and
  - ii. Such other risks as from time to time shall be customarily covered with respect to improvements on the land, if any.

Such policies shall contain clauses providing for waiver of subrogation.

- c. **Liability.** Public liability insurance shall be secured by the Association with limits of liability of no less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence

and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary, including, but not limited to, officer and director's liability coverage.

- d. **Premiums.** Premiums for insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as an assessment according to the provisions of Article V above.
- e. **Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interest may appear and shall provide that all proceeds thereof shall be payable to the Association as insurance trustees under this Declaration. The sole duty of the Association as insurance trustees shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the Bylaws and for the benefit of the Owners and their mortgagees in the following shares:
- i. Proceeds on account of damage to Common Area.
- ii. In the event a mortgagee endorsement has been issued for any Lot, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear.

**Section 2. Distribution of Insurance Proceeds.** Proceeds of insurance policies received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

- a. **Expense of the Trust.** All expenses of the insurance trustee shall be first paid, or provisions made, therefore.
- b. **Reconstruction or Repair.** The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after delaying such cost shall be distributed to the beneficial Owners as above provided.

### ARTICLE XIII GENERAL PROVISIONS

**Section 1. Enforcement.** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** These covenants and restrictions shall run with, burden 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 ten (10) years. During the Declarant Control Period, this Declaration may be unilaterally amended by the Declarant without the need for membership approval. Otherwise, this Declaration may be amended by the affirmative vote or written agreement of Owners to which at least seventy-five percent (75%) of the votes in the Association are allocated, except that during the Declarant Control Period no amendment shall be effective without the written consent of Declarant.

If any amendment to these covenants, conditions and restrictions is executed, each such amendment shall be delivered to the Board of Directors of this Association. Thereupon, the Board of Directors shall do the following:

- a. Reasonably assure itself that the amendment has been executed by the Owners of the required number of Lots. (For this purpose, the Board may rely on its roster of Members and shall not be required to cause any title to any Lot to be examined.)
- b. Attach to the amendment a certification as to its validity, which certification shall be executed by the Association in the same manner that deeds are executed.
- c. Record the amendment in the Office of the Register Deeds of Brunswick County.

**Section 4. Management and Contract Rights of Association.** Declarant may enter a contract with a management company for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the Property.

**Section 5. Rights of Noteholders.** Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, (g) receive written notice of any proposed action that requires the content of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

#### **ARTICLE XIV ELECTRICAL SERVICE**

Declarant reserves the right to subject the above-described Property to a contract with a provider for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payment to the provider by the Owners of Lots within the Property.



IN WITNESS WHEREOF, Declarant has hereunto caused this instrument to be executed by its Managing Member, as an act and deed of the Declarant this the 6<sup>th</sup> day of October 2020.

**STARS & STRIPES 3K, LLC**

By: [Signature]  
Manager

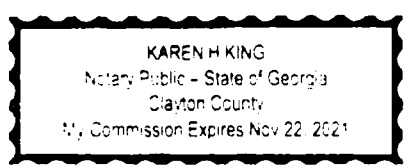
STATE OF GEORGIA  
COUNTY OF FULTON

**ACKNOWLEDGEMENT**

I, Karen King, a Notary Public of the County and State aforesaid, certify that Sebastian Drape of whose identity I have personal knowledge, personally appeared before me and acknowledged that the signature on the record presented is his/her signature and that he/she voluntarily executed the foregoing instrument for the purpose stated therein and in the capacity indicated and with full authority to do so.

Witness my hand and official stamp or seal, this 6<sup>th</sup> day of October, 2020

[Signature]  
Notary Public  
Karen King  
Printed Name



My Commission Expires: 11/22/21

**EXHIBIT A****PROPERTY SUBJECT TO THE DECLARATION**

THE FOLLOWING REAL PROPERTY IS SUBJECT TO THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAGLE CREEK:

1. **PHASE 1:** ALL THAT PROPERTY SHOWN ON THAT PLAT ENTITLED "PLAT OF EAGLE CREEK SUBDIVISION PHASE 1 FOR EAGLE CREEK SUBDIVISION, LLC" RECORDED IN MAP BOOK 57, PAGES 28 THROUGH 32, INCLUSIVE, IN THE BRUNSWICK COUNTY REGISTRY, AS REVISED IN MAP BOOK 64, PAGES 20 THROUGH 24, INCLUSIVE, BRUNSWICK COUNTY REGISTRY.
2. **PHASE 2:** THAT CERTAIN TRACT OF LAND BEING IN THE LOCKWOOD FOLLY TOWNSHIP, BRUNSWICK COUNTY, NORTH CAROLINA, SAID TRACT BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 3648 PAGE 98 AND MAP BOOK 59 PAGES 48-50 OF THE BRUNSWICK COUNTY REGISTER OF DEEDS AND SHOWN ON A MAP TITLED "ALTA/NSPS LAND TITLE SURVEY FOR D.R. HORTON EAGLE CREEK PHASE II" DATED SEPTEMBER 25, 2020 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR FOUND, SAID REBAR BEING ON THE NORTHERN RIGHT OF WAY LINE OF WHOOPING CRANE DRIVE (40' PRIVATE R/W) AND LABELED AS POB, SAID REBAR ALSO BEING SOUTH 53°09'40" WEST A DISTANCE OF 113.51 FEET FROM A 5/8" REBAR FOUND, SAID REBAR HAVING NC GRID NAD 83/86 COORDINATES OF NORTH 107549.42 FEET AND EAST 2237339.17 FEET, BEING AT THE SOUTHWESTERN CORNER OF LOT D20 OF EAGLE CREEK SUBDIVISION PHASE 1 AS RECORDED IN MAP BOOK 64 PAGES 20-24 SAID REBAR ALSO BEING SOUTH 36°50'20" EAST A DISTANCE OF 150.17 FEET FROM AN IRON ROD SET WITH NC GRID NAD 83/86 COORDINATES OF NORTH 107669.42 FEET AND EAST 2237249.04 FEET FROM A 5/8" REBAR FOUND AT THE NORTHWESTERN CORNER OF SAID LOT D20; SAID 5/8" REBAR BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING; AND LEAVING SAID NORTHERN RIGHT OF WAY SOUTH 36°50'20" EAST, A DISTANCE OF 40.00 FEET TO A 5/8" REBAR FOUND ON THE SOUTHERN RIGHT OF WAY OF WHOOPING CRANE DRIVE; THENCE WITH SAID RIGHT OF WAY SOUTH 53°09'40" WEST, A DISTANCE OF 187.99 FEET TO A 5/8" REBAR SET; THENCE SOUTH 40°28'17" EAST, A DISTANCE OF 110.95 FEET TO A 5/8" REBAR FOUND; THENCE SOUTH 30°58'50" WEST, A DISTANCE OF 270.86 FEET TO A 5/8" REBAR FOUND; THENCE SOUTH 85°37'21" WEST, A DISTANCE OF 545.23 FEET TO A 5/8" REBAR SET; THENCE NORTH 20°48'48" EAST, A DISTANCE OF 194.36 FEET TO A 5/8" REBAR SET ON THE ARC OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE A TOTAL DISTANCE OF 335.56 FEET, SAID CURVE HAVING A RADIUS OF 395.00 FEET AND A COMBINED CENTRAL ANGLE OF 48°40'27" AND A COMBINED CHORD BEARING AND DISTANCE OF NORTH 44°50'58" WEST 325.56 FEET TO A 5/8" REBAR SET; THENCE SOUTH 72°50'13" WEST, A DISTANCE OF 177.61 FEET TO A 5/8" REBAR SET; THENCE NORTH 07°31'46" EAST, A DISTANCE OF 366.75 FEET TO A 5/8" REBAR SET; THENCE NORTH 82°28'14" WEST, A DISTANCE OF 21.00 FEET TO A 5/8" REBAR SET; THENCE NORTH 07°31'46" EAST, A DISTANCE OF 123.10 FEET TO A 5/8" REBAR SET; THENCE NORTH 51°21'31" WEST, A



DISTANCE OF 59.41 TO A 5/8" REBAR SET; THENCE NORTH 20°27'42" WEST, A DISTANCE OF 145.00 TO A 5/8" REBAR SET; THENCE NORTH 72°50'44" EAST, A DISTANCE OF 77.31 TO A 5/8" REBAR SET; THENCE NORTH 79°27'37" EAST, A DISTANCE OF 77.31 TO A 5/8" REBAR SET; THENCE NORTH 86°04'30" EAST, A DISTANCE OF 77.31 TO A 5/8" REBAR SET; THENCE NORTH 89°25'41" EAST, A DISTANCE OF 61.00 TO A 5/8" REBAR SET; THENCE SOUTH 00°37'03" EAST, A DISTANCE OF 148.51 TO A 5/8" REBAR SET; THENCE SOUTH 12°27'43" WEST, A DISTANCE OF 66.62 TO A 5/8" REBAR SET AT THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 3.44 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 9°51'54" AND A CHORD BEARING AND DISTANCE OF SOUTH 12°27'43" WEST 3.44 TO A 5/8" REBAR SET; THENCE SOUTH 07°31'46" WEST A DISTANCE OF 98.90 TO A 5/8" REBAR SET; THENCE SOUTH 85°48'38" EAST, A DISTANCE OF 101.67 TO A 5/8" REBAR SET; THENCE NORTH 86°07'12" EAST, A DISTANCE OF 79.57 TO A 5/8" REBAR SET; THENCE SOUTH 07°25'19" EAST, A DISTANCE OF 25.53 TO A 5/8" REBAR SET; THENCE SOUTH 83°27'01" WEST, A DISTANCE OF 37.20 TO A 5/8" REBAR SET; THENCE SOUTH 07°31'46" WEST, A DISTANCE OF 141.13 TO A 5/8" REBAR SET; THENCE SOUTH 04°09'32" WEST, A DISTANCE OF 24.11 TO A 5/8" REBAR SET; THENCE SOUTH 05°58'05" EAST, A DISTANCE OF 48.24 TO A 5/8" REBAR SET; THENCE SOUTH 19°28'51" EAST, A DISTANCE OF 48.24 TO A 5/8" REBAR SET; THENCE SOUTH 32°59'36" EAST, A DISTANCE OF 48.24 TO A 5/8" REBAR SET; THENCE SOUTH 46°30'22" EAST, A DISTANCE OF 48.24 TO A 5/8" REBAR SET; THENCE SOUTH 60°01'07" EAST, A DISTANCE OF 48.24 TO A 5/8" REBAR SET; THENCE SOUTH 73°31'53" EAST, A DISTANCE OF 48.24 TO A 5/8" REBAR SET; THENCE SOUTH 87°42'30" EAST, A DISTANCE OF 52.95 TO A 5/8" REBAR SET; THENCE NORTH 77°27'03" EAST, A DISTANCE OF 52.95 TO A 5/8" REBAR SET; THENCE NORTH 62°36'35" EAST, A DISTANCE OF 52.95 TO A 5/8" REBAR SET; THENCE NORTH 53°09'24" EAST, A DISTANCE OF 514.67 TO A 5/8" REBAR FOUND ON THE WESTERN BOUNDARY OF EAGLE CREEK SUBDIVISION PHASE 1; THENCE WITH SAID LINE SOUTH 36°50'20" EAST, A DISTANCE OF 150.17 TO A 5/8" REBAR FOUND; THENCE SOUTH 53°09'40" WEST, A DISTANCE OF 113.51 FEET TO THE POINT OF BEGINNING. CONTAINING 483,838 SQ. FT. OR 11.11 ACRES MORE OR LESS, ALL AS SHOWN ON A MAP TITLED "ALTA/NSPS LAND TITLE SURVEY FOR D.R. HORTON EAGLE CREEK PHASE II" DATED SEPTEMBER 25, 2020.



**EXHIBIT B**

**INITIAL ARCHITECTURAL STANDARDS AND GUIDELINES**

# Eagle Creek Design Guidelines



ST. BOURKE

August 24th, 2020

## ELEVATION DETAIL REQUIREMENTS

Minimum Square Footage: 1,250 SF

### All Homes:

- All types of siding are acceptable.
- Since corner lots are more prominent, they shall be treated as having two front elevations.
- Windowless facades are not allowed on the street facing corner lots.
- 6" fascia and freeze boards are preferred on all front elevations.
- 4" double-sided corner boards on all siding corners.
- Pediments (wood/synthetic) and 4" trim casing are preferred for all windows and doors where roofline permits on fronts and side corners facing the street.
- All columns must be 8" in width and have correct proportions.
- Elements such as light fixtures, columns, brackets, pediments, etc. to be appropriately located and scaled, and to be compatible with the architectural style of the home.
- Simulated divided light grids are preferred on windows on front elevation – also on side elevation of corner lot houses.
- All houses shall have, at a minimum, a 2-car garage. No carports are allowed.
- Garage door openings are preferred to have 4" trim casing surround.
- It is preferred that all garage doors are be paintable carriage-style garage doors with appropriate hardware.
- Roofing shingles shall be architectural with shadow-line effect or 3-tab shingle.

### Setbacks:

- Minimum Front Yard: 15'
- Minimum Side Yard: 5'
- Minimum Rear Yard: 9'

\*setback variances must be approved by Brunswick County

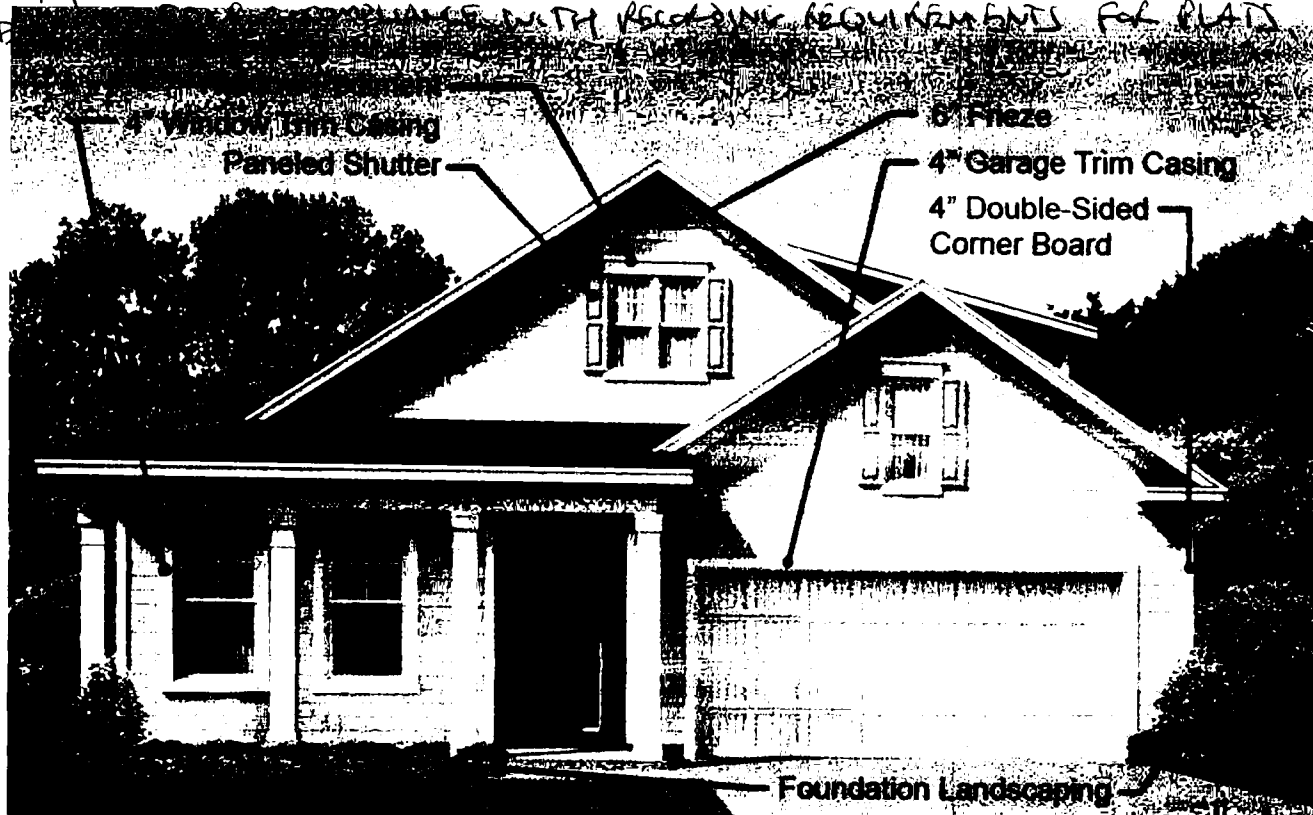
### Storm Water Runoff Regulations:

- Per Article X, Section 2. (G) of the CCR's. State Stormwater Management Permit Number SW8070527.
- Maximum Built Upon Area:
  - Lots A1 – A85, B1 – B12: 2,600 SF
  - Lots C169 - C192: 3,100 SF
  - Lots D1 - D72: 3,600 SF

### Landscaping:

- Sod is required on all four (4) sides of house. 15' min. from house for rear yards.
- All homes must have one (1) shade tree with a minimum tree caliper width of 2". Species shall be Oak, Maple or Elm.
- Corner lots must have at least two (2) shade trees each with a minimum tree caliper width of 2".
- All homes must have one (1) flowering tree and must be at minimum of 10' in height. Crape Myrtle, Cherry or Redbud.
- All homes shall have foundation plantings with shrubs and ground cover. See typical landscape plan on next page.
- Fences are acceptable and shall be installed on the property line at the rear and side yards and attached to the rear corners of homes. ARC written approval must be obtained prior to fence installation.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



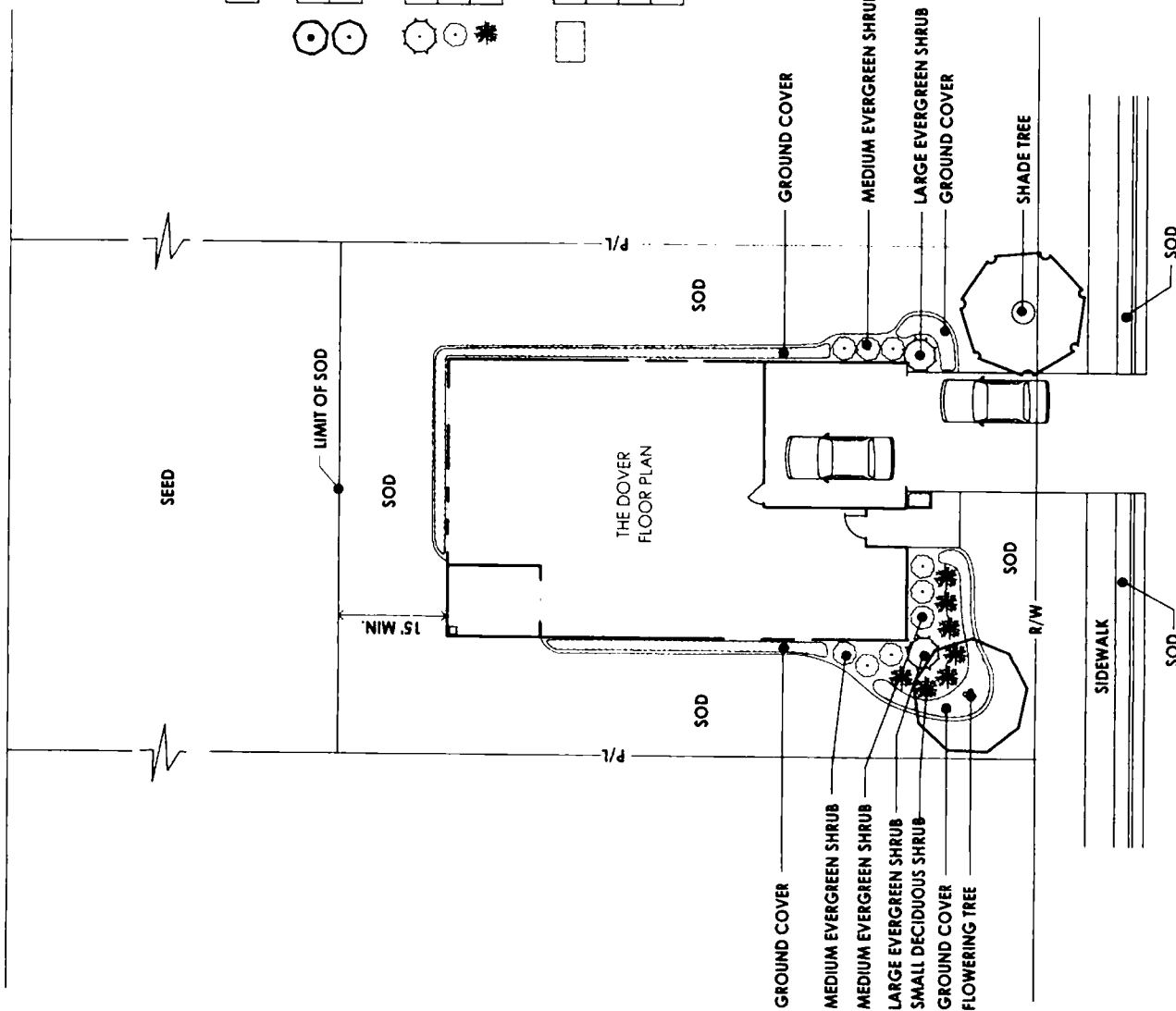
TYPICAL HOME PLANT LIST

QUANTITY	ITEM	SIZE
<b>TREES</b>		
1	Shade Tree	2" CAL.
1	Flowering Tree	8-10' HT.
<b>SHRUBS</b>		
2	Large Evergreen	5 Gal.
9	Medium Evergreen	3 Gal.
6	Small Deciduous	3 Gal.
<b>SOD AND GROUND COVER</b>		
135	Ground Cover	4' Pot
3,650	Sod	SF
3,750	Seed	SF
15	Pine Straw	Bales

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ST. BOURKE



HOME LANDSCAPE EXAMPLE

**EAGLE CREEK**

Brunswick County, NC