



Book 1591 Page 858
Miscellaneous
2007-06-07 09:18:28 10117

Davis H. Brinson Duplin County, NC Register of Deeds 2007-06-07 09:18:28
FEE: \$ 62.00
NC REVENUE STAMP: \$ 0.00 NON-STANDARD FEE: \$ 0.00

Drawn by and return to:
Brandon G. Bordeaux, Esq.
Parker Poe Adams & Bernstein LLP
P.O. Box 389
Raleigh, NC 27602

① \$ 62.00

NORTH CAROLINA

DUPLIN COUNTY

**ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR RESIDENTIAL PROPERTIES
FOR THE VINEYARDS AT RIVER LANDING AND
VINTNER'S ROW AT RIVER LANDING**

THIS ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RESIDENTIAL PROPERTIES FOR THE VINEYARDS AT RIVER LANDING AND VINTNER'S ROW AT RIVER LANDING (this "Additional Declaration"), is made and entered into this 6th day of June, 2007, by **DUPLIN LAND DEVELOPMENT, INC.**, a North Carolina corporation (as further described below, "Declarant").

WITNESSETH:

Declarant is the owner and developer of that certain real property located in Duplin County, North Carolina, and more particularly described on Exhibit A to the Master Declaration (as defined below), which real property is being developed by Declarant as a residential community and private membership club facility to be known as River Landing, such real property being defined as the "Development" in the Master Declaration.

Article Two, Section 3, of the Master Declaration provides that Declarant may subject any portion of the Development to controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens not inconsistent with the Master Declaration, in addition to the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens set forth in the Master Declaration, by filing an Additional Declaration (as defined in the Master Declaration) in the Office of the Register of Deeds of Duplin County,



North Carolina, containing a designation of the plat or plats showing the portion of the Development to which this Additional Declaration applies.

Declarant contemplates developing the Development in phases. In connection therewith, Declarant has provided for the preparation and recording of a plat of Lots 1 through 185, inclusive, of that portion of the Development known as The Vineyards at River Landing (“Vineyards”), which plat is recorded in Map Book 22, Pages 77-82 of the Duplin County Public Registry (the “Vineyards Map”) and of Lots 1-14 of that portion of the Development known as Vintner’s Row at River Landing (“Vintner’s Row”), which plat is recorded in Map Book 22, Page 76 of the Duplin County Public Registry (the “Vintner’s Row Map”; the Vineyards Map and the Vintner’s Row Map are collectively referred to as the “Map”). The Lots as shown on the Map shall hereinafter be referred to as the “Property.”

Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities as to the Property and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to, in addition to the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens set forth in the Master Declaration, the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens hereinafter set forth and/or described.

NOW, THEREFORE, Declarant hereby subjects the Property to the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens hereinafter set forth and/or described and hereby declares that (subject to certain rights of amendment of Declarant, as hereinafter described) all of the Property shall be held, sold, conveyed and used subject to such controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and the Development. Subject to the above-described rights of Declarant, such controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. The following terms when used in this Additional Declaration or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the following meanings:

- (a) “Additional Declaration” shall mean and refer to this Additional Declaration of Covenants, Conditions and Restrictions for Residential Properties for The Vineyards at River Landing and Vintner’s Row at River Landing, as it may be amended from time to time as herein provided.



- (b) "Architectural Standards Committee" shall have the meaning set forth in the Master Declaration.
- (c) "Architectural Standards Guidelines" shall mean those architectural and landscape guidelines applicable to the Property, issued and amended by the Architectural Standards Committee from time to time. The Vineyards and Vintner's Row may have different Architectural Standards Guidelines, as determined by the Architectural Standards Committee and as same may in part be provided in this Additional Declaration.
- (d) "Declarant" shall mean and refer to Duplin Land Development, Inc., a North Carolina corporation, its successors and assigns.
- (e) "Development" shall have that definition given to it in the Master Declaration.
- (f) "Lot" shall mean and refer to any numbered tract of land which is a part of the Property as shown on the Map, and which shall be restricted for such uses as are consistent with this Additional Declaration and any other restrictions covering the area wherein the tract is located.
- (g) "Map" shall mean and refer to the plat of The Vineyards at River Landing and Vintner's Row at River Landing recorded in Map Book 22, Page(s) 76-82, in the Duplin County Registry.
- (h) "Master Association" shall mean and refer to River Landing Property Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns, which Master Association has been established and exists to govern the ownership and maintenance of the Development and the enforcement of the provisions of the Master Declaration, as more particularly described in the Master Declaration.
- (i) "Master Board" shall mean and refer to the Board of Directors of the Master Association.
- (j) "Master Declaration" shall mean and refer to the Second Amendment to and Restatement of Covenants and Master Declaration recorded in Book 1275, Page 612, Duplin County Public Registry as further amended and supplemented from time to time. The Master Declaration imposes certain easements, conditions and restrictions on the Development, which includes the Property, and accordingly restricts the Property in addition to the covenants, conditions and restrictions contained in this Additional Declaration. Any capitalized terms not otherwise defined in this Additional Declaration shall have the meanings as given to them in the Master Declaration.
- (k) "Occupant" shall have the meaning set forth in the Master Declaration, except that same shall be applicable to Lots only.



- (l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.
- (m) "Person" shall mean and refer to any individual, corporation, partnership, association, trust or other legal entity.
- (n) "Property" shall mean and refer to Lots 1 through 185, inclusive, of Vineyards, and Lots 1 through 14, inclusive, of Vintner's Row, as the same are shown on the Map, together with such additional real property as may be made subject to the provisions of this Additional Declaration pursuant to the provisions of Article II, Section 5 hereof.
- (o) "Vineyards" shall mean and refer to Lots 1 through 185, inclusive, of the portion of the Development known as The Vineyards at River Landing, as the same is shown on the Map.
- (p) "Vintner's Row" shall mean and refer to Lots 1 through 14, inclusive, of the portion of the Development known as Vintner's Row at River Landing, as the same is shown on the Map.

ARTICLE II

PROPERTY

Section 1. Property Made Subject to this Additional Declaration. The Property is hereby made subject to this Additional Declaration and the Property shall be owned, used, held, leased, transferred, sold, mortgaged, and conveyed by Declarant and each Owner to any of the Property, whether or not such owner is an Owner, subject to this Additional Declaration and the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens set forth in this Additional Declaration.

Section 2. Remainder of Development Not Subject to this Additional Declaration. The remainder of the Development, namely excluding the Property, is not and shall not be subject to this Additional Declaration, and may be owned, used, held, leased, transferred, sold, mortgaged, and conveyed by Declarant and any Owner without regard to this Additional Declaration or the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens set forth herein.

Section 3. Changes to this Additional Declaration Requiring Declarant's Consent. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that so long as Declarant owns any part of the Property, the prior written consent of Declarant shall be required for any parties to modify, change and/or amend, in whole or in part, the terms and provisions of this Additional Declaration or to impose new or additional covenants, conditions, restrictions or easements on any part of the Property.



Section 4. This Additional Declaration Is in Addition to the Master Declaration. The provisions of this Additional Declaration are in addition and subordinate to the provisions of the Master Declaration affecting the Property.

Section 5. Additional Property. Declarant shall have the right, at its election without the consent of any Owner or Owners, to bring within the coverage of this Additional Declaration any additional property within the Development. Such additions authorized hereby shall be made by filing of record in the Office of the Register of Deeds for Duplin County, North Carolina, Supplementary Additional Declarations of Covenants, Conditions and Restrictions with respect to such additional property. Each such "Supplementary Additional Declaration" shall extend the scheme of this Additional Declaration to such additional property. Such Supplementary Additional Declarations may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Additional Declaration as may be necessary to reflect only the different character of the additional property and as are not inconsistent with the provisions of this Additional Declaration. Nothing contained in this Article II, Section 5, however, shall be construed to obligate Declarant to bring any additional property within the coverage of this Additional Declaration.

ARTICLE III

RESTRICTIONS

Section 1. Residential Purposes Only. Each Lot shall be used exclusively for single-family, non-transient residential purposes; provided, however, that Declarant shall have the right to use designated Lots from time to time by Declarant for the purpose of construction and operation of construction offices and sales/marketing offices (and for related uses) for the Development and the Property. No trade, business or business activity of any kind shall be conducted upon a Lot or any part thereof except by Declarant as described hereinabove or except with the written approval of the Master Board. Provided, however, that the Master Board may permit a business or business activity to be conducted on a Lot so long as such business, in the sole discretion of the Master Board, does not otherwise violate the provisions of this Additional Declaration or the Master Declaration, does not create a disturbance and does not unduly increase traffic flow or parking congestion on the Property or in the Development. The Master Board may issue rules regarding permitted business activities. Leasing of a residence on a Lot shall not be considered a business or business activity.

No Owner shall construct or allow to be constructed on such Owner's Lot a roadway or driveway which connects such lot with any street or land lying outside of the Property or the Development, except by Declarant as described hereinabove or except with the written approval of the Master Board. This restriction is intended to declare and not to diminish the rights of other Owners, the Declarant, and the Master Association which exist at common law.

Except those to be utilized by Declarant as described hereinabove, no structure shall be erected, placed, altered, used or permitted to remain on any Lot other than one detached single-family private dwelling with one private garage (excluding carports) for not less than two (2) automobiles, and together with, at Owner's option, a cabana which is approved in advance in



writing by the Architectural Standards Committee pursuant to the Architectural Standards Guidelines. Each lease relating to any Lot or any improvements thereon (or any part of either thereof) must be for a term of at least six (6) months, must be in writing, and must provide that the tenant is obligated to observe and perform all of the terms and provisions hereof applicable to such Lot and/or improvements.

Section 2. Dwelling Size, Elevation and Design. The square footage requirements set forth below are for enclosed heated floor area and are exclusive of the areas in heated or unheated basements, vaulted ceiling areas and attics, unheated porches of any type, garages, unheated storage areas, decks, and patios.

Any dwelling erected upon any Lot shall contain not less than the following heated floor areas:

	<u>Minimum Total Heated Area</u>	<u>Minimum Ground Floor Heated Area</u>
<u>Vineyards:</u>	1,400 square feet	1,200 square feet
<u>Vintner's Row:</u>	2,200 square feet	2,000 square feet

Notwithstanding the foregoing requirements, the Architectural Standards Committee shall have the right to grant a specific written variance from such minimum square footage requirements of up to ten percent (10%) because of restrictive topography, Lot dimensions, unusual site-related conditions or other reasons.

The footprint of any dwelling erected upon any Lot shall be compatible with the topography, dimensions, and conditions of the Lot, the character of the Property, any approved plans, and any conceptual site plans of the Architectural Standards Committee. The Architectural Standards Committee reserves the right to limit the maximum footprint of any such dwelling based on the size of the applicable Lot and aesthetic concerns.

In addition to the foregoing footprint restrictions, for Lots 1-14 of Vintner's Row, the rear Lot line for each said Lot shall be adjacent to Vintner's Way and the rear setback shall extend from Vintner's Way, and hence the footprint of each dwelling shall be designed so that the rear of each dwelling shall face Vintner's Way.

No dwelling or other structure which has a height exceeding forty (40) feet above the elevation of the finished surface of the first floor of said dwelling or other structure shall be constructed upon any Lot.

Dwelling designs that are similar in appearance are prohibited on any four (4) adjacent Lots, any three (3) Lots located directly across the street from one another, or any three (3) Lots located on a cul-de-sac. The criteria for determining design duplication is set out in the Architectural Standards Guidelines.



Section 3. Swimming Pools, Hot Tubs, and Spas. No swimming pool, spa or hot tub shall be erected on any Lot if such swimming pool, spa or hot tub, as the case may be, has the capacity to contain water in excess of twenty-four inches (24") in depth unless the Owner of such Lot executes a private pool agreement to be provided by the Architectural Standards Committee. The highest elevation of any permitted swimming pool, spa, or hot tub located on a Lot shall not exceed a height of two (2) feet above the natural grade of the portion of the Lot adjacent thereto, unless the Architectural Standards Committee approves in advance in writing a greater such height based on the proposed landscaping and proposed terrace plans. Notwithstanding any contrary inference herein, above-ground swimming pools, spas, and hot tubs are prohibited. Any permitted swimming pool, spa or hot tub may not be erected on that portion of a Lot lying between the dwelling and the street or streets adjacent to such Lot. Any permitted swimming pool, spa or hot tub shall be enclosed by a safety barrier which complies with the standards of Appendix F of the North Carolina State Building Code, as same may be amended from time to time. Any enclosure of a permitted swimming pool, spa or hot tub shall be neutral in color, and the materials and color of such enclosure shall be approved in advance in writing by the Architectural Standards Committee based on the Architectural Standards Guidelines. The color of any cover of a permitted swimming pool, spa or hot tub shall be approved in advance in writing by the Architectural Standards Committee.

Section 4. Fences and Walls. No fence or wall shall be erected on any Lot unless the Architectural Standards Committee has given its prior written approval of the color, size, design, materials and location for such fence or wall based on the Architectural Standards Guidelines. In addition to the restrictions contained in the Master Declaration, no fence or wall (including rows, hedges, similar landscape barriers or densely planted hedges other than hedges planted within three (3) feet of the dwelling) shall be erected, placed, maintained or altered on any Lot nearer to the street fronting such Lot than the building corner of the main dwelling constructed on such Lot and shall not exceed six (6) feet in height. All fences and walls shall be maintained in a structurally sound and attractive manner.

Section 5. No Structures at Driveway Entrances. No structures including, without limitation, columns, walls or gates, may be located on a Lot at a driveway entrance.

Section 6. No Tennis Courts. No tennis court shall be erected on any Lot.

Section 7. Animals. In addition to the restrictions contained in the Master Declaration, no animals, livestock or poultry shall be raised, bred or kept on any portion of the Property except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance (in the judgment of the Master Board) such as, but without limitation, by noise, odor, damage or destruction of property or refuse. The number of household pets of an Owner kept or maintained outside the house on said Owner's Lot shall not exceed three (3) in number except for newborn offspring of such household pets which are all under nine (9) months in age. Dogs of an Owner shall at all times whenever they are outside be on a leash or otherwise confined in a manner acceptable to the Master Board. Animal control authorities shall be permitted to enter the Property to patrol and remove pets and wild animals. All Owners' pets kept on the Lots shall be registered, licensed and inoculated as required by law. No fenced dog enclosure or other structure for pets may be constructed or maintained on any Lot



unless the same has been approved in writing in advance by the Architectural Standards Committee.

Section 8. Containers, Tanks, Compressors, Etc. In addition to the restrictions contained in the Master Declaration, all garbage containers, air conditioning compressors, heat pumps, water softeners, oil and gas tanks, pool pump equipment, and other similar equipment shall be located underground or within a dwelling, garage or approved cabana to the extent reasonably possible as determined in the reasonable discretion of the Architectural Standards Committee. To the extent such equipment may not be reasonably located underground or within such structures as determined in the reasonable discretion of the Architectural Standards Committee, such equipment shall be located in either the rear portion of the Lot or the side portion of the Lot subject to the Setback Areas (as defined below), and shall be screened or walled from streets and adjoining property in accordance with the Architectural Standards Guidelines.

Section 9. No Clothes Lines. In addition to the restrictions contained in the Master Declaration, no clothes lines of any description or type, and no outside drying or hanging of clothes, rugs, towels, blankets, or other similar items shall be allowed on any Lot.

Section 10. Sediment Control. Sufficient sediment control measures, including but not limited to installation and maintenance of silt fences, straw bale fences, storm water inlet protection and temporary seeding, to the extent deemed reasonably necessary by the Declarant or the Architectural Standards Committee, shall be taken by the Owner or Owner's builder as to any construction on Owner's Lot to ensure that all sediment resulting from any land disturbance or construction operation is retained on said Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion.

Section 11. Recreational and Other Equipment.

(a) No recreational equipment (including, but not limited to, basketball backboards and hoops, trampolines, metal or wooden swing sets, tree houses, children's climbing or play apparatus and other equipment associated with either adult or juvenile leisure or recreation) shall be attached to the exterior of any dwelling or otherwise placed or kept on any Lot without the prior written approval (including approval as to location, color, and landscaping) of the Architectural Standards Committee.

(b) No such recreational equipment shall be located in such a manner as to constitute a nuisance or unsightly condition to adjoining Owners. No such recreational equipment shall be located within any front yard of any Lot. Without limiting the generality of the foregoing, no playground equipment shall be located on any Lot other than in the rear yard of a Lot.

(c) Children's play toys and other movable equipment of any type (such as lawn mowers, garden tools, etc.) shall not remain repeatedly overnight within any front yard of any Lot, or within the side yards of any Lot located on a street corner, in such number or for such a long period of time as to create a continuing, unsightly condition.



(d) Without limiting the generality of the foregoing, the Architectural Standards Committee need not consider for approval any playground equipment other than playground equipment, in the judgment of the Architectural Standards Committee, comprised of high quality materials and unobtrusive color. In addition, without limiting the generality of the foregoing, the Architectural Standards Committee need not consider for approval any basketball backboards or hoops other than basketball backboards and hoops that have, in the judgment of the Architectural Standards Committee, posts and fittings dark in color which blend with the surrounding environment, a white net, a clear backboard with lettering and a logo that is not unreasonably bright in color, and proper screening.

Section 12. Lawn Furniture and Statues. No lawn furniture or decorative items, such as sculptures, statuettes, renderings of animate or inanimate objects, or fountains, shall be maintained in the front or side yards of any Lot unless approved in advance in writing by the Architectural Standards Committee.

Section 13. Awnings, Canopies, and Shutters. No awnings, canopies, shutters or similar attachments shall be affixed to the exterior of a dwelling or otherwise located on a Lot unless approved in advance in writing by the Architectural Standards Committee.

Section 14. Dwelling Addresses. The address for a dwelling on any Lot shall be affixed to the exterior of said dwelling or otherwise located on said Lot in a location of high visibility from the street frontage of said Lot, with the color, size, design and materials of the numbers and letters of said address to be in accordance with the requirements set forth in the Architectural Standards Guidelines.

Section 15. Mailboxes. No mailbox shall be located on any Lot. A post office box shall be assigned to each Lot for the receipt of mail from the United States Postal Service. The post office boxes shall be located within a separate building in an area designated by Declarant.

Section 16. Flagpoles. No flagpole shall be located on any Lot other than a flagpole for display of the American flag which has been approved in advance in writing by the Architectural Standards Committee as to size, location, color, finish, and design. In no event shall an approved flagpole be used as an antenna.

Section 17. Satellite Dishes and Antennas.

(a) In addition to the restrictions contained in the Master Declaration, no satellite dish, microwave dish, television or radio antenna, or other similar equipment shall be located on any Lot unless such improvement is approved in advance in writing by the Architectural Standards Committee. In making its determination as to whether or not to approve such an improvement, the Architectural Standards Committee may consider, without limitation, the size of, the location of, the screening of, and necessity of cutting or pruning trees arising from, the proposed improvement. In no event shall any such improvement be located on a Lot in the front yard or at the peak of the roof of the dwelling located on the Lot.



(b) Notwithstanding any provision to the contrary, any antenna that is designed to receive direct broadcast satellite service or video programming services via multi point distribution services which is one meter or less in diameter or any antenna designed to receive television broadcast signals (any antennas which meet such specifications shall hereafter be called individually and collectively "Approved Antenna") is approved so long as it complies with the following:

- (i) the Approved Antenna will be located in the rear yard or side yard of a Lot;
- (ii) the Approved Antenna will not be located at the peak of the roof of the dwelling located on the Lot;
- (iii) the Approved Antenna will be reasonably screened so as not to be unreasonably visible from any street adjacent to the Lot upon which the Approved Antenna will be located; and
- (iv) the Approved Antenna will be of a color that blends with the surrounding environment.

Provided, however, to the extent that any of the requirements set forth in subparagraphs (b)(i) through (b)(iv) above preclude the reception of an acceptable quality signal to the Approved Antenna, such requirement or requirements shall be deemed waived as to such Approved Antenna. Provided, further, an Owner who wishes to install an Approved Antenna shall register with the Architectural Standards Committee by filling out a form containing information regarding the Approved Antenna prior to its installation. Nothing contained in this Section 18 shall limit the Master Association from enforcing its rights pursuant to the Master Declaration if any Approved Antenna does not comply with the requirements set forth herein.

Section 18. Irrigation System Required. An automatic underground irrigation system of sufficient size and capacity to irrigate all landscaped areas, including, without limitation, lawns, plant beds, and planted or sodden areas, on the Lot shall be installed on each Lot within three (3) months of completion of the dwelling thereon. Such automatic underground irrigation system shall be used at such intervals as necessary to provide adequate irrigation to all such landscaped areas on the subject Lot.

Section 19. Parking and Storage of Vehicles. Except as approved in advance in writing by the Architectural Standards Committee, no commercial or recreational vehicle, boat, boat trailer, bus, house trailer, motor home, truck, camping trailer, van, motorcycle, motor scooter, go-cart, motorbike or other similar vehicle, with the exception only of four-wheel passenger automobiles and pickup trucks, may be located, parked or stored upon any Lot, street or Common Area. The Architectural Standards Committee shall approve the location, parking or storage of a boat, boat trailer, motor home, camping trailer or van upon written application by an Owner, provided that such boat, boat trailer, motor home, camping trailer or van is located, parked and stored at all times within the garage located on such Owner's Lot, except that such



Owner may locate such boat and boat trailer outside of such garage for a time period not to exceed 24 hours while such boat and boat trailer are prepared for storage.

Section 20. Setback Areas. No building, structure or improvement of any kind or part thereof (including, without limitation, roof overhangs, stoops or porches, patios, decks, terraces, screen enclosures, swimming pool, spa, hot tub, pool deck or similar recreational improvement) may be located within the following portions of each Lot (the "Setback Area(s)"):

<u>Portion of Lot</u>	<u>Setback Area</u>
(a) Front Yard:	<u>Vineyards:</u> 25 feet measured from front Lot line <u>Vintner's Row:</u> 40 feet measured from front Lot line
(b) Side Yard of Corner Lot Which Lies Adjacent to a Street:	25 feet measured from side Lot line adjacent to street*
(c) Side Yard (Other than Side Yard of Corner Lot Which Lies Adjacent to a Street):	10 feet measured from side Lot line*
(d) Rear Yard Adjacent to Lake, River Pond, Stream or Other Similar Body of Water:	<u>Vineyards:</u> 25 feet measured from rear Lot line adjacent to such body of water <u>Vintner's Row:</u> 20 feet measured from rear Lot line adjacent to such body of water
(e) Rear Yard (Other than Rear Yard Adjacent to Lake, River or Other Body of Water):	<u>Vineyards:</u> 25 feet measured from rear Lot line <u>Vintner's Row:</u> 20 feet measured from rear Lot line

*Setback is the same for Vineyards and Vintner's Row

Notwithstanding the foregoing, driveway entrances and driveways may be located within a Setback Area if approved by the Architectural Standards Committee pursuant to Article III, Section 25 of this Additional Declaration.

Notwithstanding the foregoing, any setbacks shown on any recorded plats of the Additional Property shall take precedence over and be superior to any conflicting setbacks elsewhere than on said plats.

Section 21. Natural Buffer Areas. Vegetation, trees, and shrubs located on that portion of a Lot which lies within ten (10) feet of a body of water (including lakes, rivers, ponds, and



streams) shall not be disturbed, cut, removed, mutilated or otherwise altered and shall remain in a natural state, except the foregoing prohibition does not apply to dead, diseased or otherwise hazardous vegetation, trees, and shrubs. Such natural buffer areas shall be shown on the landscape plan of the Lot submitted by the Owner to the Architectural Standards Committee for approval pursuant to the Master Declaration and this Additional Declaration.

Section 22. Water Wells. For any water well located on a Lot as permitted in the Master Declaration, the following additional restrictions shall apply. Any such well used for drinking purposes shall be located at least one hundred (100) feet from any property line(s) of such Lot which adjoin the Common Areas. Any such well used for nonpotable or irrigation purposes shall be located at least ten (10) feet from any property line(s) of such Lot which adjoin the Common Areas.

Section 23. Exterior Colors and Materials. In addition to the restrictions contained in the Master Declaration, the exterior colors of each dwelling and the materials comprising the exterior of each dwelling on any Lot shall comply with the Architectural Standards Guidelines regarding exterior colors and exterior materials and are subject to the prior written approval of the Architectural Standards Committee based on the quality of the proposed exterior materials, and the aesthetic appearance and harmony of the proposed exterior colors and exterior materials in light of the proposed development of the Lot and the community development of the Property. Use of the following exterior materials is prohibited in connection with a dwelling: metal siding; decorative concrete block; concrete block (except as to a sub-surface wall); fiberglass, plastic, or asphalt siding; imitation or natural logs siding; flagstone siding; fiberglass or asphalt shingles as siding; and unsatisfactory imitation stone brick.

Section 24. Garages. Each dwelling shall have an attached garage with the capacity to house a minimum of two automobiles. No carport shall be erected on any Lot. Garage doors shall be kept in a closed position while the garage is not in use.

Section 25. Driveways. The design, location, and surface of any driveway and any parking area located on a Lot shall be approved in advance by the Architectural Standards Committee in accordance with the Architectural Standards Guidelines. All driveways shall be paved and the surface of the driveway shall be asphalt, concrete (excluding colored concrete), concrete with aggregated surface, concrete pavers or other surface approved by the Architectural Standards Committee. Driveways shall have a single entrance from a single adjacent street. To the extent reasonably possible in light of the topography and vegetation of the Lot, the driveway of a corner Lot shall access the less traveled street. Notwithstanding Article III, Section 20 of this Additional Declaration, driveway entrances and driveways may be located within a Setback Area.

Section 26. No Street-Side Parking Areas. No street-side parking areas may be created on any Lot by extending any portion of the street pavement.

Section 27. Roofs and Overhangs. No dwelling shall have a flat roof. The standards and restrictions regarding roof pitch are set out in the Architectural Standards Guidelines. Overhangs



are required unless the omission of overhangs is approved in advance in writing by the Architectural Standards Committee.

Section 28. Spark Arrestors, Chimney Caps, and Flue Pipes. Any flue for a fireplace or woodburning stove located on a Lot shall include a spark arrestor which is unobtrusive and in proportion to the applicable fireplace or woodburning stove, as the case may be. Any chimney cap located on any Lot shall be unobtrusive and in proportion to the applicable chimney. Any flue pipe located at the top of a chimney on a Lot shall be concealed unless otherwise approved in advance in writing by the Architectural Standards Committee.

Section 29. Holiday Decorations. The decorations for Christmas, Hanukah, and other holidays between Thanksgiving and January 1 of the next succeeding year may be displayed only from Thanksgiving through January 2nd of the next succeeding year.

Section 30. Swale Areas. An Owner shall not disturb or alter or interfere with the functioning of any swale area abutting such Owner's Lot.

Section 31. Landscaping. In addition to the restrictions contained in the Master Declaration, an Owner shall comply with the standards and criteria for landscaping plans in general promulgated by the Architectural Standards Committee, including, without limitation, any standards or criteria regarding minimal plant materials and plant material size of the landscaping to be implemented by said Owner in connection with a landscaping plan.

Section 32. Lighting. In addition to the restrictions contained in the Master Declaration, all proposed outdoor lighting shall be detailed on the landscape plan for the applicable Lot submitted to the Architectural Standards Committee, and shall be in accordance with the requirements set forth in the Architectural Standards Guidelines regarding location, uses, and types. All outdoor lighting on a Lot, including, without limitation, landscape, pool and outdoor recreation area lighting and decorative post lamp fixtures (but excepting entry lighting) is to be turned off by no later than 11:00 p.m. each day. Any home flood lights on a Lot shall be shielded so that the light source (i.e., bulb) is not visible from the side.

Section 33. No Window-Mounted Units or Reflective Window Treatments. No air-conditioning or heating unit shall be mounted in the window of a dwelling unless approved in advance in writing by the Architectural Standards Committee. No blinds, shades or other window treatments shall be made of foil or other reflective material.

Section 34. Governmental Requirements. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots.

Section 35. Occupants Bound. All provisions of this Additional Declaration, the Master Declaration, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant hereto or thereto which govern the conduct of Owners and which provide for sanctions



against Owners shall also apply to all Occupants of the Lots even though Occupants are not specifically mentioned therein.

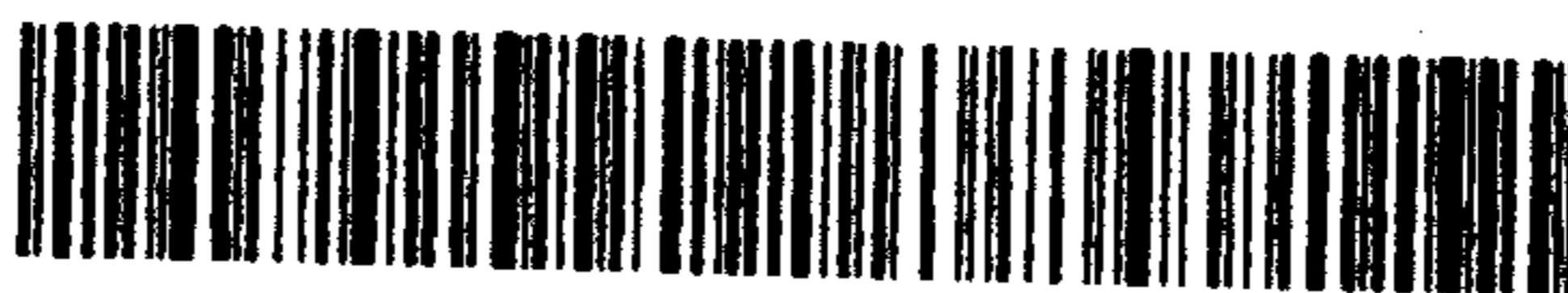
Section 36. Central Sewer System. No private sewage disposal system, including, without limitation, septic tanks, may be installed or maintained on any Lot within the Property unless the central sewer system serving the Development has not been installed adjacent to said Lot and made available to said Lot, in which case a private sewer system approved by the Architectural Standards Committee may be installed on said Lot at said Lot Owner's sole expense to provide service to said Lot only. Once the central sewer system serving the Development is made available adjacent to said Lot, the Lot Owner must disconnect the private sewer system and connect to and use the central sewer system only. All Owners shall pay the regular fees and charges to the utility providing sewer service. Should an Owner fail for fifteen (15) days after notice of its delinquency to pay the sewer bill, the Person(s) (including any municipality, other governmental authorities, utility, or the Master Association or an applicable Additional Association, as the case may be) providing the sewer service may discontinue the sewer service to said Owner and deny reconnection until the delinquent bill and reconnection fee are paid.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. Duration. This Additional Declaration and the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens set forth herein shall run with and bind the Property, and shall inure to the benefit of every Owner of a Lot in the Property and every Owner of any other portion of the Property, the Master Association, Declarant, and their respective heirs, personal representatives, successors, and assigns, for a term of fifty (50) years beginning on the date this Additional Declaration is recorded in the Office of the Register of Deeds of Duplin County, North Carolina. At the end of such fifty (50) year period, the controls, covenants, conditions, restrictions, easements, development guidelines, charges, and liens herein shall automatically be extended for successive period(s) of ten (10) additional years, unless prior to the expiration of a respective period, by two-thirds (2/3) vote of the Owners of Lots in the Property, there shall be adopted a resolution to terminate these covenants and restrictions; provided, however, that any termination of any or all provisions of this Additional Declaration must be consented to by Declarant so long as Declarant is the Owner of any Lot. Owners may vote in person or by proxy at a meeting duly called for the purpose of terminating these covenants and restrictions, written notice of which shall have been sent to all Owners at least thirty (30) days in advance of the date of such meeting, which notice shall set forth the purpose of such meeting. The foregoing shall not limit the right of Declarant to amend and/or supersede, in whole or in part, the terms and provisions hereof, as such right in favor of Declarant is described herein.

Section 2. Amendment. Subject to the limitations hereinafter contained, this Additional Declaration may be amended or modified at any time by the consent of the Owner or Owners of no less than two-thirds (2/3) of the Lots in the Property; provided, however, that any amendment or modification to this Declaration must be consented to by Declarant so long as Declarant is the



Book 1591 Page 872
Miscellaneous
2007-08-07 09:18:28 150117

Owner of any Lot, which consent Declarant may grant or withhold in its sole discretion. In addition, without obtaining the approval of any Owner or Owners other than Declarant, Declarant may make amendments or modifications hereto which are correctional in nature only and do not involve a change which materially affects the rights, duties or obligations specified herein. Any amendment or modification effected pursuant to this Article IV, Section 2 shall become effective when an instrument setting forth such amendment or modification is duly filed for record in the Office of the Register of Deeds of Duplin County, North Carolina. In addition to the foregoing rights, Declarant may, at Declarant's option, amend and modify this Additional Declaration without obtaining the consent or approval of any other person or entity if such amendment or modification is necessary to cause this Additional Declaration to comply with the requirements of FHA, HUD/VA, the Federal National Mortgage Association or other similar agency.

Section 3. Enforcement. The Master Association, Declarant or any Owner shall have the right, but not the obligation, to enforce the provisions of this Additional Declaration. Enforcement of the controls, covenants, conditions, restrictions, easements, and development guidelines for which provision is made in this Additional Declaration shall be by any proceeding at law or in equity (or otherwise, as provided in this Additional Declaration) against any person or persons violating or attempting to violate any such control, covenants, condition, restriction, easement, or development guideline, either to restrain such violation or to recover damages, and against the land to enforce any charge or lien created by these covenants; and failure by the Master Association, Declarant or any Owner to enforce any such control, covenant, condition, restriction, easement, development guideline, charge or lien shall in no event be deemed a waiver of the right to do so thereafter or of any other or future violation of any thereof.

Section 4. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Additional Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Additional Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null or void.

Section 5. Notice. Except as otherwise set forth herein expressly, whenever written notice to an Owner (including Declarant) is required hereunder, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owner appearing on the records of Declarant or the Master Association. If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail properly addressed, with postage prepaid, whether or not received by the addressee.

Section 6. Titles. The titles, headings, and captions which have been used throughout this Additional Declaration are for convenience only and are not to be used in construing this Additional Declaration or any part thereof.



Section 7. No Exemption. No Owner or other party may exempt himself, herself or itself from the coverage hereof or obligations imposed hereby by non-use of such Owner's Lot(s).

Section 8. Changes to Plans for Property. Nothing contained herein shall be deemed to incorporate, by reference or otherwise, any plans or proposals promulgated by Declarant with respect to the development of the Property other than as expressly referred to herein.


[SIGNATURES FOLLOW]



Book 1591 Page 874
Miscellaneous
2007-06-07 09:18:28 17a117

IN WITNESS WHEREOF, Declarant has caused this Additional Declaration to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, all as of the day and year first above written.

DUPLIN LAND DEVELOPMENT, INC.,
a North Carolina corporation

By: 
Print Name: Kevin A. Hine
Title: Vice President

[AFFIX CORPORATE SEAL]

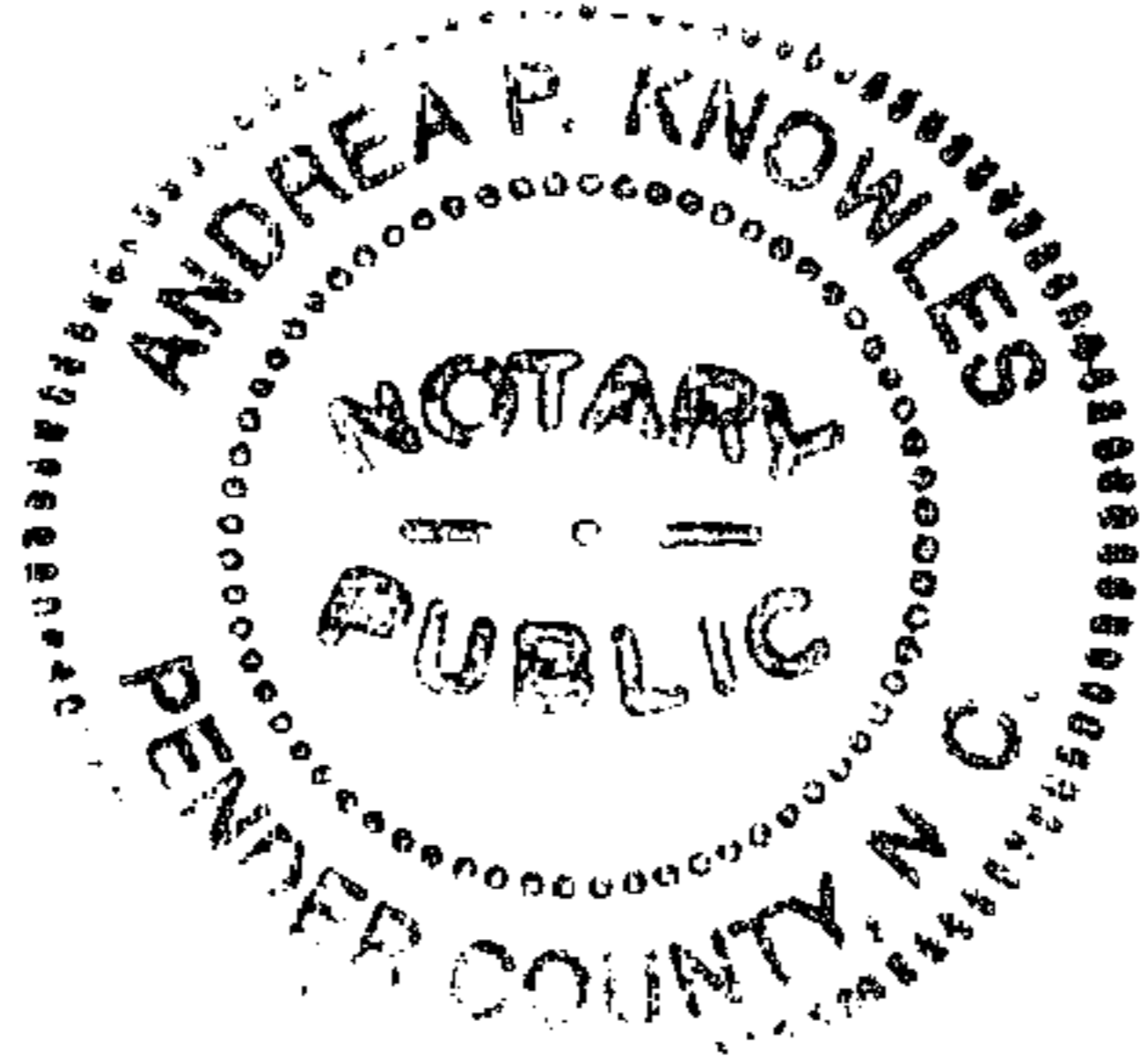
STATE OF North Carolina

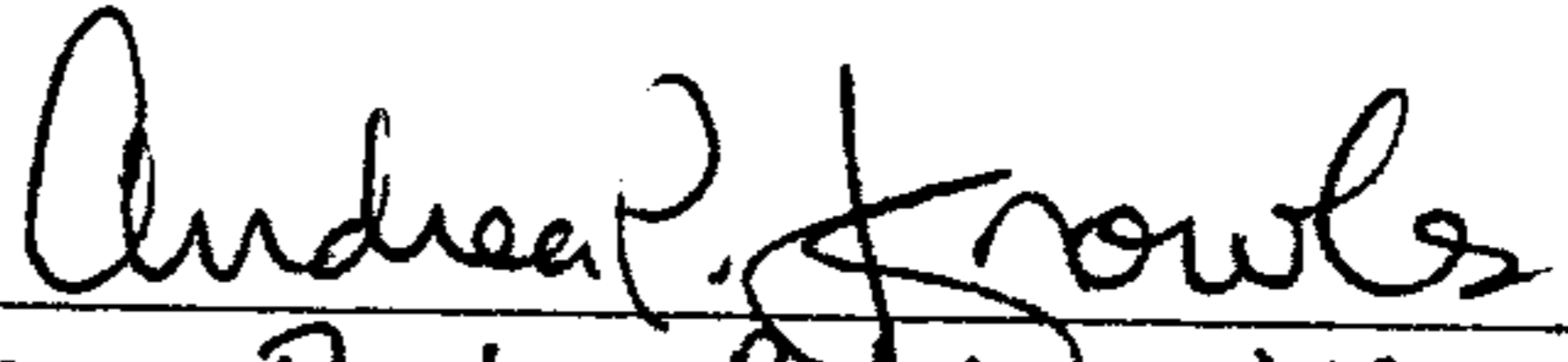
COUNTY OF DUPLIN

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Duplin Land Development, Inc., a North Carolina corporation, by Kevin A. Hine, its Vice President.

Date: June 6th 2007

[SEAL OR STAMP]



By: 
Print Name: Andrea P. Knowles
Notary Public
My Commission Expires: April 15, 2012