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Rebecca L. Pollard Reg. of Deeds

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Index in the Grantor Index:
CREEKSIDE AT ARAGONA VILLAGE

Submitted electronically by "Donald G. Walton, Jr. Atty"
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Prepared by Donald G. Walton, Jr.

NORTH CAROLINA

RESTRICTIVE COVENANTS
FOR
CREEKSIDE AT ARAGONA VILLAGE

ONSLOW COUNTY

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS, made this 8 day of Feb, 2017, by Piney Green Construction Company, Inc., organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Declarant,"

WITNESSETH:

THAT, WHEREAS, the Declarant is the owner of the real property described in Paragraph 1 of this Declaration and is desirous of subjecting said property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

1. DESCRIPTION OF REAL PROPERTY: The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the articles of this Declaration is located in the County of Onslow, State of North Carolina, and is more particularly described as follows:

**BEING ALL OF THAT PROPERTY AS SHOWN ON THAT FINAL PLAT OF
CREEKSIDE AT ARAGONA VILLAGE, SECTION I, WHITE OAK TOWNSHIP,
ONSLOW CO., NORTH CAROLINA, AS THE SAME IS RECORDED IN MAP BOOK 71,
PAGES 153-153A, ONSLOW COUNTY REGISTER OF DEEDS**

NOW, THEREFORE, Declarant declares that the Property described above shall continue to be held, sold and conveyed subject to the North Carolina Planned Community act set forth in Chapter 47F of the North Carolina General Statutes (the Act), as well as the following easements, amended restrictions, covenants, and conditions:

ARTICLE I
DEFINITIONS

In addition to other terms defined herein, the following terms shall have the following meanings as used herein:

1. "Association" shall mean and refer to CREEKSIDE AT ARAGONA VILLAGE HOMEOWNERS ASSOCIATION, INC., a North Carolina non-profit corporation, its successors and assigns, the owners association organized pursuant to the Act for the purposes set forth herein.
2. "Common Elements" shall mean and refer to all lands and easements within or appurtenant to the Property which is owned or enjoyed by the Association, other than a Lot, and intended for the common use and enjoyment of the Declarant, Owners, and their terminate including, without

limitation, any private roads, docks, boat launch facilities, and storm water retention ponds within the property described herein. Common Elements shall also include any areas designated on any plats for the property as Open Space, Common Area, Common Element, Recreation Area, Amenity Area, or any roads shown on such plats or any other area designated or described by any other similar designation for CREEKSIDE AT ARAGONA VILLAGE with the specific inclusion of that boat pier and day boat dock for Aragona Village Section VIII-A as shown in Map Book 56, Page 231 and that easement area shown in Map Book 57, Page 105, Onslow County Registry. Common Elements need not be contiguous to or abutting the Property or any Additional Property.

3. "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves, all of which shall be the responsibility of the Owners (as that term is defined herein) to maintain the Common Elements as described herein.

4. "Common Expense Liability" means the liability for Common Expenses allocated to each Lots as permitted by the Act, this Declaration or otherwise.

5. "Declarant" shall be used interchangeably with "Developer" (which designations shall include singular, plural, masculine and neuter as required by the context) and shall mean and refer to PINEY GREEN CONSTRUCTION COMPANY, INC., its successors and assigns, if such successors or assigns should acquire undeveloped property from Declarant or a Lot not previously disposed of for the purpose of development and reserves or succeeds to any Special Declarant Right.

6. "Declarant Control Period" or "Period of Declarant Control" shall have the meaning set forth in Article III hereof.

7. "Declaration" shall mean this instrument and as it may be from time to time amended or supplemented.

8. "Executive Board" or "Board" shall be used interchangeably with the Board of Directors and means the body, regardless of name, designed in this Declaration or otherwise to act on behalf of the Association.

9. "Lots" shall mean and refer to any portion of the property designated for separate ownership by a Lot Owner and shown on a recorded subdivision plat which has been approved by the applicable planning board or other governmental authority.

10. "Lot Owner" or "Owner" shall mean any Person, except the Declarant who owns a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Declarant is not an Owner or Lot Owner.

11. "Master Association" means a master association as defined in the Act.

12. "Member" shall mean any member of the Association, including Declarant.

13. "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency or other legal or commercial entity.

14. "Planned Community" shall mean and refer to the property described herein.

15. "Purchaser" means any Person, other than the Declarant or a Person in the business of selling real estate for the purchasers own account, who by means of a voluntary transfer acquires a legal or equitable interest in a Lot, other than (i) a leasehold interest (including renewal options of less than 20 years, or (ii) as security for an obligation.

16. "Reasonable Attorney's Fees" shall mean attorney's fees reasonably incurred without regard to any limitations on attorney's fees which otherwise may be allowed by law.

17. "Sewer" or "Sewer/Septic" shall mean any public or private wastewater disposal system, including private septic systems, lines and related equipment and improvements. These terms shall be construed broadly.

18. "Special Declarant Rights" means rights reserved for the benefit of the Declarant including, without limitation the right (i) to complete improvements intended or planned by Developer for the Property or Additional Property; (ii) to exercise any development or other right reserved to the Declarant by this Declaration or otherwise, (iii) to use the Common Elements for the purpose of making improvements within the Planned Community; (iv) to appoint or remove any officer or executive Board Member of the Association or any Master Association or any member of the Architectural Review Committee during the Declarant Control Period or (v) to permit other land to be annexed to and made a part of the Planned Community in accordance with the terms of this Declaration.

19. "Utilities" shall mean any and all improvements that provide cable, water, electricity, sewer, sewer/septic or wastewater disposal, telephone lines and equipment, Internet, security systems, refuse disposal and related services to the Lots or Common Elements. This term shall be construed as broadly as possible to include all services that could apply to the development as intended herein.

20. "Additional Property" shall mean and refer to any lands, in addition to the above-described Property, annexed to and made a part of the Planned Community, whether such lands are now owned or hereafter acquired by Declarant or others, and whether developed by Declarant or others and whether contiguous with existing phases or not contiguous thereto.

ARTICLE II PROPERTY RIGHTS AND EASEMENTS

1. USES: No lot, lots, or portions thereof shall be put to any use other than for residential purposes, except that any lot may be used by the Declarant for a street or roadway.

2. LAND USE AND BUILDING TYPE: No building shall be used except for residential purposes. No structure shall be erected, placed, altered or permitted to remain on any, such lot other than one detached single family dwelling not to exceed three stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings, as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with general architectural design and construction standards used in the dwelling itself. This covenant shall not be construed as prohibiting the use of a new dwelling as a model home for the sales purposes.

3. STREET LIGHTING AGREEMENT: The developer reserves the right to subject the

real property in this subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by the owner of each dwelling.

4. ANIMALS: No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that of household pets may be kept provided that said pets shall not be kept for breeding or commercial purposes. Any such household pets shall not be allowed off the Lot of the Owner of said pet unless said pet is attended to on a leash. Any pet which is not kept inside a home shall be provided a fenced in area or cage in the rear yard of a lot. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot. In addition, the Association shall specifically have the power and responsibility to designate, based upon temperament size and/or nature of tendencies, from time to time a list of breeds of animals which shall be prohibited on any lot. Pets must be carried in arms or on a leash when taken in and out of the building. The owner is responsible to pick-up, remove all solids wastes of their pests and to dispose of the solid wastes in an Association approved container and in such matter as directed by the Association.

5. DWELLING QUALITY AND SIZE: Each Dwelling on the aforementioned Lots shown on the referenced plat, shall have the minimum of 1300 square footage 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; provided however that such term does not include garages, terraces, decks, open porches and like areas. The Declarant, as defined above, shall be entitled to amend this Declaration to establish a different square footage minimums for any Additional Property annexed to the Planned Community for the types of homes that could be included in these future phases.

Additionally, each Dwelling shall be constructed so as to have 25% of the front facing of the home to be stone, vinyl board and batten, vinyl shakes, or brick. Additionally, Dwellings shall be constructed to have architectural dimensional shingles or metal roof. All Dwellings are to be constructed with a minimum two car garage with carriage style garage doors or glass in garage doors.

6. BUILDING LOCATION: No building shall be located on any corner lot nearer to the front line or any side street line than as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than as shown the recorded plat. No dwelling shall be located on any interior lot nearer to the front lot line than as shown on the recorded plat. No dwelling shall be located nearer than 15 feet to the rear lot line, and no garage or other permitted accessory building shall be located nearer than 7 feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and carports shall not be considered as a part of a building, provided, however, that his shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back lines shall not be considered a violation of this covenant.

7. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than eighteen feet at the front minimum set back line nor shall any dwelling be erected or placed on any lot having an area of less than forty square feet; except said minimum requirements do not apply to any designated and numbered lots on said plat herein referred to; if any such lots as shown do not meet these requirements.

8. SUBDIVISION: No lot shall be subdivided if the result of each subdivision is separate ownership of less than a whole lot; provided, however, that the Declarant, its successors or assigns, reserves the right to make minor beneficiary line adjustments between lots so long as said adjustment does not exceed 10% of the total lot.

9. NUISANCES: No noxious or offensive activity shall be carried on or upon any lot nor shall anything be done thereon which may be nor may become an annoyance or nuisance to the neighborhood.

10. EASEMENTS: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 30 feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through a drainage channel in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The grantor reserves for itself, its successors or assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every lot in the subdivision described herein, for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, drainage or other utilities including water and sewer services.

11. ACCESS TO BOAT RAMP: Each owner of any lot in Section VIII, Aragona Village or CREEKSIDE AT ARAGONA VILLAGE shall be entitled to utilize the pier and day dock ramp located between Lots 70 and 71 of Aragona Village, Section VIII-A and that Boat Ramp Amenity site as shown on that Final Plat for CREEKSIDE AT ARAGONA VILLAGE as per Map Book 71, Page 153, Onslow County Registry North Carolina; and, the property shall be subject to the joint and mutual rights of any such property owners to utilize the pier and day dock ramp together with all access easements associated with such use.

12. WEEDS, ETC: Declarant, its successors and assigns, reserves the right to enter upon and cut grass, weeds, or undergrowth on any lot or easements, but shall be under no obligation to do so.

13. ERECTION OF FENCES: No fences over six (6) feet in height shall be constructed on any lot. No fence shall be constructed past front line of lot line. No fence shall be erected between the front of any building and the street right of way unless such fence shall be of an ornamental nature. Brick and split-rail fences shall be deemed to meet the requirements of this restriction.

14. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot parallel to the building line, one sign of not more than nine square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

15. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

16. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The Declarant reserves the right for itself, its successors and assigns, to contract for garbage collection services for each lot in the subdivision and the lot owner shall be responsible for the payment of such garbage services to the company providing the same, so long as public garbage services are not available.

17. SIGHT DISTANCES AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points as shown on the final recorded map of the subdivision where applicable. The same sight line limitations shall apply on any lot within 10 feet from the Intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. TEMPORARY/MODULAR STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, mobile home, camper or like vehicle shall be allowed on the property at any time, or any other structure which is finished or partially finished at a manufacturing unit or plant and transported for quick assembly or which is designed to be disassembled and relocated shall be allowed. It is specifically the intention of the purpose of this covenant to prohibit the location of mobile homes, trailers, modular houses, relocatable houses, or similar type structures on the property.

19. MAILBOXES: All mailboxes shall retain the same style, design, color and location of the mailbox as originally provided at construction of any residence. The Declarant reserves the right to approve the style, design, color and location prior to any original installation or replacement. Application shall be made to Declarant prior to installation or replacement. By accepting a deed to any subject property, owner give the Declarant the right to remove any non-approved mailbox in a reasonable manner; all costs for same shall be paid by owner, and all damages against Declarant are waived.

20. SIDEWALKS/LANDSCAPING: Prior to the completion of construction of the residence on any lot, the lot owner must also have constructed a sidewalk running parallel to the front of the property, extending from one side line of the lot to the other side line. Sidewalks should be constructed in a manner aesthetically conforming with other sidewalks in Aragona Village.

By acceptance of a deed, buyers accept full responsibility for erosion control on their lots as purchased, and will landscape lots to be in conformity with approved erosion control and stormwater permits. Additionally, the use of sod is required in the front of all lots.

ARTICLE III HOMEOWNERS ASSOCIATION

1. Formation of Association. The Association shall be incorporated no later than the date the First Lot in the Planned Community is conveyed. The Association is a nonprofit corporation organized pursuant to the non-profit Corporation Act of the state of North Carolina for the purpose of establishing an association for the Declarant and Owners of Lots to operate and maintain the Common Elements and any Limited Common Elements, including but not limited to the pier and day dock ramp in accordance with this Declaration, its Charter and Bylaws. The Association shall be empowered to perform and/or exercise those powers set forth in the Act as it may be amended from time to time, in addition to any powers and authority otherwise granted to it.

2. Membership. Every lot owner in CREEKSIDE AT ARAGONA VILLAGE as described herein and Declarant shall be a member of the Association.

3. Membership Classes. Every Owner of a Lot 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.

4. Declarant Control. Until such time as ninety percent (90%) of all such lots shall have been conveyed to homeowners shall be the Declarant control period. During the Declarant Control Period, the Declarant shall have the right to designate and select the Executive board of the Association from Members or Non-Members and the right to remove any person or persons designated and selected by the Declarant to serve on the Executive Board, and to replace them for the remainder of the term of any person designated and selected by the Declarant to service on the Executive Board who may resign, die, or be removed by the Declarant.

5. Voting Rights. The Members shall be entitled to 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.

6. Governmental Permits. After completion of construction of any facilities required to be constructed by Declarant pursuant to permits, agreements, and easements for the Planned Community, all duties, obligations, rights and privileges of the Declarant under any water, sewer, septic, Stormwater and utility agreements, easements, and permits for the Planned Community with municipal or governmental agencies or public or private utility companies, shall be the duties, rights obligations, or 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. There are additional provisions made in this Declaration or prior Declarations concerning Stormwater facilities and the Stormwater Permit.

7. Common Elements. The Association shall at its sole cost and expense be responsible for the operation and maintenance of each Common Element within the Planned Community after such Common Element has actually been deeded or turned over to the Association and such transfer may be made by the Declarant to the Association at any time after the Common Element is constructed and the Association must accept ownership of the same upon tender by the Declarant. Declarant shall be entitled to specific performance to require the Association to accept such transfer of Common Elements. If the Declarant is required by a governmental agency to provide any operation and maintenance pursuant to this section, then the Association agrees to reimburse the Declarant the cost of such operation and maintenance within 30 days after Declarant renders a bill to the Association therefore. The Association agrees to levy a Special Assessment to cover the amount of such bill if it does not have other sufficient funds available. Declarant shall be entitled to specific performance to require the Association to levy and collect such Special Assessment and shall be entitled to receive its attorney's fees and costs associated with any action it takes to collect said sums.

8. Architectural Review Committee. Until such time as the sale of the last numbered lot in the subject property is evidence by the recordation of a deed therefore; all rights, privileges, powers and authority granted herein to the initial ARCHITECTURAL CONTROL COMMITTEE, to whom the specific power to act hereunder is expressly conveyed, shall be exercised by the Declarant or Martin Aragona, Jr, its/his successors or assigns.

In the event of the dissolution of Declarant or the failure of the Declarant to specifically assign the rights, privileges, and powers and authority hereunder prior to the sale of the last numbered lot in the subdivision known as the subject property on the second Monday in January of each calendar year, after notice to each of them by registered mail, as the owners of each lot may elect, at a regular meeting where a quorum is present, by a majority vote of those present and constituting a quorum, an Architectural Control Committee, which committee shall serve until the next anniversary date of these restrictions. A quorum for any regular or special meeting of individual lot owners shall be the owners of at least fifty percent of the lots in the subdivision known as the subject property. At anytime thereafter the said individual owners of record in a special meeting called by any six of them, after notice by registered mail to all of the other said lot owners of record, may elect a new Architectural Control Committee, fill any vacancies on the Architectural Control Committee or remove the members of the existing Architectural Control Committee.

9. STORM WATER RUNOFF: The following covenants are intended to ensure ongoing compliance

with State Stormwater Management Permit Number SW8070815, as issued by the Division of Water Quality under NCAC 2H.1000. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater management permit. These covenants are to run with the land and be binding on all persons and parties claiming under them. 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. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

The maximum built-upon area per lot is no more than 3,553 square feet. The "amenity site" lot shall have a maximum built-upon area of 3,464 square feet. This allotted amount includes any built-upon area constructed within the 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, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools. Filling in or piping of any vegetative conveyances, (ditches, swales, etc) associated with the development except for an average driveway crossings, is strictly prohibited by any persons. Each lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters. All roof drains shall terminate at least thirty (30) feet from the mean high water mark of surface waters.

Filling in, piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons. This project proposes a curb outlet system. Each designated curb outlet swale shown on the approved plan must be maintained at a minimum of 100 feet long with 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than five (5) percent, carry the flow from a ten (10) year storm in a non-erosive manner, and maintain a dense vegetative cover.

Nothing in these covenants shall prohibit Declarant from exceeding density limits through permits properly obtained through State Stormwater Rules, which may include engineered systems. Any of the provisions of this instrument may be amended, modified or terminated to comply with stormwater rules now or hereafter adopted by the State of North Carolina by an instrument in writing executed by Declarant, its successors or assigns.

ARTICLE IV COVENANTS FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner and covenants and agrees to pay to the Association the annual assessments, as applicable (collectively, the Assessments)

The Assessments, together with interest, costs and reasonable attorney's fees, shall be charged on the lot and shall be a continuing lien upon the respective Lot against which the Assessments are made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the Person who was the owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to the Owner's successors in title. However, to such event that the delinquent obligation passes to subsequent Owners, the successors in title are hereby granted a right to indemnify the previous Owner who allowed the assessments to become delinquent and such right of indemnification shall cover all sums paid to satisfy the delinquent assessments.

2. Purpose of Annual Assessments. The Assessments levied by the Association shall be used, as applicable, exclusively to promote the recreations, health, safety and welfare of the Owners, Declarant and residents of the Planned Community and for the maintenance, repair and replacement of the

Common Elements including the roads, roadways, ditches, Dock and Boat Ramp. The funds arising from said assessments or charges may be used for any or all of the following purposes: Operations maintenance and improvement of the Common Elements, including payment of Utilities; enforcing this Declaration; paying taxes, insurance premiums, legal and accounting fees and governmental charges; establishing working capital; paying dues and assessments to any organization or Master Association of which the Association is a member; and in addition, doing any other things necessary or desirable in the opinion of the Association to keep the Common Elements in good operating order and repair.

3. Annual Assessments. At least thirty (30) calendar days before or after the beginning of each fiscal year, the Executive Board shall adopt the proposed annual budgets, as follows:

- (i) a budget for the Annual Common Element Assessments consisting of the annual cost of operating and maintaining the Common Elements; and
- (ii) such other budget as the Executive Board deems appropriate.

Within thirty (30) days after the adoption of the proposed budget for the Planned Community, the Executive Board shall provide to all of the Lot Owners and Declarant a summary of the budgets and notice of a meeting to consider ratification of the budgets, including a statement that the budgets may be ratified without a quorum. Each budget is ratified unless at a Meeting (which must have a quorum and meet other requirements set forth in the Act, this Declaration and the Association's By-Laws) a majority of all of the Members of the Association entitled to vote at that Meeting on the particular budget rejects the budget. All Members, including the Declarant, shall be entitled to vote on the budget for the Annual Common Elements Assessments pursuant to the voting Rights process set forth in Article III herein. If in the event a proposed budget is rejected, the periodic budget shall be continued until such time as the Members ratify a subsequent budget proposed by the Executive Board pursuant to the voting Rights process set forth in Article III herein. The Annual Assessments for each Lot shall be established based on the annual budgets thus adopted, with all Lots funding the budget for the Annual Common Element Assessments, provided, however, that the first Annual Assessment shall be set by the Declarant prior to the conveyance of the first Lot to an Owner. The due date for payment shall be established by the Executive Board. The Executive Board shall have the authority to require the Assessments to be paid in full or in periodic installments. 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 specific Lot have been paid.

The initial annual assessment is hereby established by the Declarant as \$120.00 per year. This annual assessment may be increased by the Executive Board without Member approval, if such increase shall not exceed twenty percent and the Declarant consents. If the Executive Board desires to increase the annual assessment by an amount greater than 20% of the previous annual assessment amount, then such increase must have the assent of a majority of the Members who vote at a Meeting, which must have a quorum and meet the other requirements set forth in the act, these Declarations and the Associations.

4. Special Assessments. In addition to the Annual Assessments authorized above, the association may levy, in any assessment year, a Special Assessment applicable to the year only for the following purposes;

- A. To defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal

property related thereto, provided that any such Special Assessment shall be approved by a majority of all of the Members of the Association, including the Declarant who votes at a Meeting, which must have a quorum and meets the other requirements set forth in the Act, this Declaration and the Association's By-Laws. All members, including the Declarant, shall be entitled to vote on the Assessments pursuant to the voting right process set forth in Article III herein. Written notice of any Special Meeting called for the purpose of approving such Special Assessment shall be sent to all Members, including Declarant, not less than ten (10) days and not more than sixty (60) days in advance of the Meeting.

B. To comply with the terms of any contract with a third-party service provider of integrated telephone, cable, Internet and or security systems, the Association may issue special assessments for the costs thereof. These costs may be in the form of a special assessment or may be part of the annual assessment or may be a combination for the two. The costs of the third-party service provider may be allocated to the Lots as a Common Expense for the basic and any upgrades desired by a lot Owner may be added to such assessment.

5. Insurance Assessments. All premiums on insurance policies purchased by the Board of Directors or its designees and any deductibles payable by the Association upon loss shall be a Common Expense, and the Association may at any time levy against the Members to which is applied an Insurance Assessment, in addition to the Annual Assessments, which shall be in an amount sufficient to pay the cost of all such deductibles and insurance premiums not included as a component of the Annual Assessment.

6. Ad Valorem Tax Assessments. All ad Valorem taxes levied against the Common Elements, if any, shall be a common expense and the association may at any time levy against the Owners equally an Ad Valorem Tax Assessment, in addition to the Annual Assessments, which shall be in an amount sufficient to pay ad valorem taxes not included as a component of the annual Assessment.

7. Commencement of Assessments. Assessments for each Lot shall commence upon the date of acceptance by an Owner of a deed/license from Declarant, pro-rated from the time of the closing to the end of the year.

8. Effect of Nonpayment of Assessments and Remedies of the Association. Assessments or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by the non-use of the Common Elements. All unpaid installment payments of Assessments shall become immediately due and payable if an Owner fails to pay any installment with the time permitted. The Association may also establish and collect late fees for delinquent installments.

9. Lien for Assessments. The Association may file a lien against a Lot when any Assessment levied against Lot remains unpaid for a period of 30 days or longer.

A. the lien shall constitute a lien against the Lot when and after the claim of lien is filed or recorded in the office of the Clerk of Superior Court of the county in which the Lot is located. The Association may foreclose the claim of lien in like manner as a mortgage on real estate under power of sale under Article 23A of Chapter 45 of the General Statutes. Fees, charges, late charges, fines, interest, and other charges imposed pursuant to the Planned Community Act are enforceable as Assessments.

B. the lien under this section shall be prior to all liens and encumbrances on a Lot except (i) liens and encumbrances specifically including, but not limited to, a mortgage or deed of trust on the Lot recorded before the docketing of the claim of lien in the Office of the Clerk of Superior Court, and (ii) liens for real estate taxes and other governmental assessments and charges against the Lot.

C. The lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after docketing of the claim of lien in the office of the Clerk of Superior Court.

D. Any judgments, decree, or order in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.

E. Where the holder of a first mortgage or deed of trust of record obtains title to the Lot as a result of foreclosure of a first mortgage or first deed of trust, such purchaser and its heir, successor and assigns shall both be liable for the Assessments against the Lot which become due prior to the acquisition of title to the Lot by such purchase. The unpaid Assessments shall be deemed to be Common Expenses collectible from all of the Lot Owners including such purchaser, its heirs, successors and assigns. This exclusion shall not be construed to apply to any other successor in title.

F. A Claim of Lien shall set forth the name and address of the association, the name of the record Owner of the Lot at the time the claim of lien is filed, a description of the Lots, and the amount of the lien claimed.

G. In no instance, whatsoever, shall the Declarant Lots be subject to any assessments or liens.

ARTICLE VI RIGHTS OF DEVELOPER

The Declarant shall have, and there is hereby reserved to the Declarant, the Special Declarant Rights as herein defined and the following rights, powers and privileges which shall be in addition to the special Declarant Rights and any other rights, powers and privileges reserved to the Declarant herein.

1. The Architectural Review Committee/Executive Board. The Declarant shall be entitled, during the period of Declarant Control, to appoint and remove the members of the Architectural Review Committee. The Declarant shall be entitled during the Declarant Control Period to appoint and remove the Directors, Officers and Members of the Executive Board. These appointments may be made from Members or Non-Members.

2. Plan of Planned Community. The right to change, add to, delete, alter or re-designate the allocated planned, platted, or recorded use or designation of any of the lands constituting the Planned Community including, but not limited to, the right to change, alter or re-designate road, Utility and drainage facilities and easements and to changes, later, add to, delete or re-designate such other present and proposed amenities, Common Elements, Limited Common Elements, or facilities as may in the sole judgment and discretion of Declarant be necessary or desirable. The Declarant shall have the right, but shall not have the obligation, of installing an integrated wiring system throughout the Planned Community, on common area and otherwise, which will facilitate a uniform service or

telephone, cable Internet, and security systems and this may be undertaken by and through a third-party service provider. The Declarant may allow for the erection of a bunker and related equipment including satellite dishes that will facilitate the supply of such services. The Declarant hereby expressly reserves unto itself, its successor and assigns, the right to re-plat any one (1) or more Lots shown on the plat of any subdivision of the Property or Additional Property in order to create one or more modified Lots; to further subdivide tracts or Lots shown on any such subdivision plat into two or more Lots; to recombine one or more tracts or Lots or a tract and Lots to create a larger tract or Lot (any Lots resulting from such recombination shall be treated as one Lot for purposes of Assessments); to eliminate from this Declaration or any plats of in the Planned Community Lots that are not otherwise buildable or are needed or desired by Declarant for access or are needed or desired by Declarant for use as public or private roads or access areas, or parking, whether serving the Planned Community or the property owned by the Declarant or to others, or which are needed for the installation of Utilities, Common Elements or amenities, and to take such steps as are reasonably necessary to make sure re-platted Lots or tract suitable and fit as a building site, access area, roadway or Common Element. The Declarant need not develop, or develop in any particular manner, and lands now owned or hereafter acquired by the Declarant, include any lands shown on plats of the Planned community as Future Development or potential lots in planned future sections of the Planned Community. Any such lands shall not be subject to this Declaration unless Declarant expressly subjects them hereto by filing of a supplemental declaration in the Register of Deeds office of Onslow County. Declarant is required by the Division of Water Quality (DWQ) to state herein the maximum allowed built-upon area for all lots which Declarant has planned to develop within the planned Community. By listing the maximum built-upon herein for all such lots. Declarant does not obligate itself to develop in any particular manner or for any particular uses any lands now owned or hereinafter acquired by Declarant which are not shown on the recorded plats referenced herein.

SECTION 3. Amendments of Declaration by the Declarant. This Declaration may be amended without Member approval by the Declarant, or the Executive Board, as the case may be, as follows:

- A. In any respect, prior to the sale of the first lot.
- B. To the extent this Declaration applies to additional Property, including, but not limited to, amendment to add additional classes of Membership to the Association, to add, delete, or alter Common and Limited Common Elements and to establish minimum square footages and other standards for structures.
- C. To correct any obvious error or inconsistency in drafting, typing, or reproduction or to clarify the Declarant's intentions. This right shall be broadly construed.
- D. To qualify the Association or the Property and Additional Property, or any portion thereof, for tax-exempt status.
- E. To incorporate or reflect any platting change as permitted by this Article or otherwise permitted herein.
- F. To conform this Declaration to the requirements of any law or governmental agency having legal jurisdiction over the Planned Community or to qualify the Planned Community or any Lots and improvements thereon for mortgage or improvement loans made, insured, or guaranteed by a governmental agency or to comply with the requirements of law or regulations of any corporation or

agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of North Carolina, regarding purchase or sale of such Lots and improvements, or mortgage instruments therein, as well as any other law or regulation relating to the control of property including, without limitation, ecological controls, storm water regulations, construction standards, aesthetic, and matters affecting the public health, safety and general welfare. A letter from an official or any such corporation or agency, including, without limitation, the North Carolina Department of Environment and Natural Resources, the Department of Veterans Affairs, US Department of Housing and Urban Development, the Federal Home Loan Mortgage Corporation, Government National Mortgage Corporation, or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion. The Declarant may at any time amend the Declaration to change the maximum built-upon area permitted by the DENR/DWQ. Notwithstanding anything else herein to the contrary, only the Declarant, during the Declarant Control Period, shall be entitled to amend this Declaration pursuant to this Section.

G. To file covenants limiting usage of property still owned by Declarant or Common Elements and granting enforcement rights to the United States of America in order to preserve mitigation property in an effort to ensure continue compliance with any Clean Water Act authorization issued by any District of the US Army Corps of Engineer. These additional restrictions may be in the form of an amendment to the Declarations or a new set of Restrictions, all of which shall be binding on all Lots, Lot Owners and Members.

4. Annexation of Additional Property. Declarant may annex to and make a part of the Planned Community any other real property, whether now owned or hereafter acquired by Declarant or others, and whether developed by Declarant or others, (the Additional Property) and brought within the scheme of these Declarations and the Bylaws of the Association and the jurisdiction of the Association, in the following ways:

A. Declarant intends to and therefore, reserves the right to develop and subject to these Declarations and Restrictions and the Bylaws any or all of the Property described herein. Each, any, or all of this Property may be annexed to the properties by Declarant at its sole and absolute discretion, and brought within the scheme of these Restrictions and the bylaws and within the jurisdiction of the Association, in future stages of development without the consent of the Association or its Members; provided however that said annexations must occur within 20 years after the date of this instrument.

B. The additions authorized under the preceding subsections (A) shall be made by filing of record Supplementary Declarations with respect to the additional properties which shall extend the scheme of the Declarations and By-Laws and thereby subject such addition to the Association's jurisdiction. Such Supplementary Declarations may contain such complementary addition and modification of these Declaration and the By-Laws as may be necessary to reflect only the different character and density of the housing planned on the added properties and are not inconsistent with the provision of this Declaration.

C. Declarant is not required to annex any land to the Planned Community.

5. Transfer of Declarant and Special Declarant Rights. Without limiting Declarant's general authority to transfer its rights hereunder, the Declarant specifically reserves the right to transfer without the

approval of any Lot Owners, any Declarant or Special Declarant rights contained herein or which shall be hereinafter imposed or reserved by Declarant, to any other Person. Upon such transfer, the transferee shall have all of the rights of the Declarant hereunder except to the extent any such rights are limited in the document of transfer.

6. Declarant Shall Grant Rights of Ingress, Egress and Regress to Others.

The Declarant may grant said easements without the consent of the Association, except these easements must be granted within 20 years after the date of this instrument. For example, certain easement rights have been or will be granted by Declarant to the adjacent property owners. All Members shall bide by and will not interfere with any easement rights granted by Declarant to others. Declarant hereby creates no obligation to grant any easement rights but merely reserves the ability to do so.

ARTICLE VII TERM AND GENERAL PROVISIONS

1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time covenants shall be automatically extended for successive periods of ten years.
2. ENFORCEMENT OF RESTRICTIONS: In the event of a violation or breach of any of these restrictions, covenants, agreements and conditions by any person or concern claiming by, through or under the undersigned, or by virtue of any judicial proceedings, the undersigned, its successors and assigns and the owners of the numbered lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservations, or restrictions, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent hereto and shall not bar or affect its enforcement.

Remedies extended to the State of North Carolina: to ensure that this subdivision is maintained consistent with the laws of the State of North Carolina, the State of North Carolina is specifically empowered to take such acts necessary by and through its officers to enforce any of these covenants against an owner or the Association. The State of North Carolina is specifically made a beneficiary of these covenants.

3. MODIFICATION OF RESTRICTIVE COVENANTS: These restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to any subdivided lot or part thereof during the first twenty (20) year period by written document executed by the Declarant or its successors in title and by the owner of not less than ninety percent (90%) of the subdivided lots or parts of said subdivision to which these restrictions apply and recorded in the office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns ninety (90%) percent or more, of the subdivided lots, the Declarant may alter or amend these covenants without consent of anyone. After the expiration of the initial twenty (20) year period, these restrictions are subject to being altered, modified, canceled or changed at any time as to said subdivision as a whole or as to and subdivided lot part hereof by written document executed by not less than seventy-five percent (75%) of the Lot Owners, and recorded in the office of the Register of Deeds of Onslow, County, North Carolina.

4. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the above Corporation has caused this instrument to be executed in the appropriate company name by duly authorized managers, and has adopted as its seal the word "SEAL" appearing beside its name, this seal instrument being executed and delivered on the date first above written.

PINEY GREEN CONSTRUCTION COMPANY, INC. (SEAL)

A North Carolina Corporation

BY: Martin A. Aragona, Jr. (SEAL)

Martin A. Aragona, Jr- Vice President

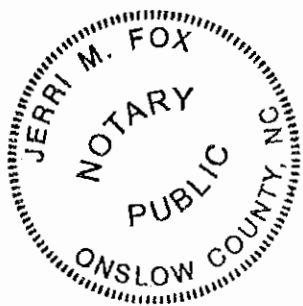
NORTH CAROLINA
ONslow COUNTY

I Jerrine Fox, the undersigned, a Notary Public for the county and state aforesaid, certify that **MARTIN A. ARAGONA, Jr.** personally came before me this day and acknowledged that he is **VICE PRESIDENT** of **PINEY GREEN CONSTRUCTION COMPANY, INC.**, a corporation, and that he as **VICE PRESIDENT**, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this 8 day of **FEBRUARY, 2017.**

[Signature]
Notary Public

Commission Expires 3/4/2019



BK 5278 PG 958 - 961

Prepared by: Donald G Walton Jr

NORTH CAROLINA
ONSLOW COUNTY

**AMENDMENT TO MASTER
DECLARATION OF RESTRICTIVE
COVENANTS OF CREEKSIDE AT
ARAGONA VILLAGE (Book 4575, Page 423)
CREEKSIDE AT ARAGONA VILLAGE SECTION I**

THIS AMENDMENT TO MASTER DECLARATION OF RESTRICTIVE COVENANTS OF CREEKSIDE AT ARAGONA VILLAGE, made this the 1st day of OCTOBER 2020, by and between PINEY GREEN CONSTRUCTION COMPANY, INC, hereinafter called "Declarants" pursuant to North Carolina law:

Whereas, PINEY GREEN CONSTRUCTION COMPANY, INC has heretofore caused to be recorded a Master Declaration of Restrictive Covenants in Book 4575, Page 423; and

WHEREAS, the Master Declaration as above recorded and originally published expressly allowed additional tracts or parcels of land to be made subject to the terms and conditions of said Master Declaration; and

WHEREAS, the Declarant has now completed certain improvements on that certain tract of land as described on the attached Exhibit "A"; and

WHEREAS, the Declarant is the owner of that certain tract or parcel of land as shown on Exhibit A, attached hereto and by reference made a part hereof; and

WHEREAS, the Declarant will convey the property described in as shown on said Exhibit A subject to all those conditions, restrictions, reservations, liens and charges set forth in the Master Declaration, all of which is hereby incorporated by reference:

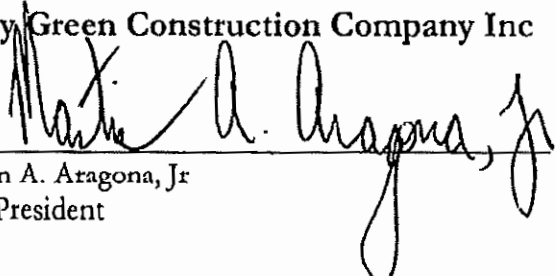
NOW THEREFORE, the Declarant does hereby publish and declare all of the property described below shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to all the terms and conditions set forth in said Master Declaration; which is declared and agreed to in furtherance of the plan for the improvements of said property in the division thereof and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning any interest in the real property improvements, their Grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DESCRIPTION OF PROPERTY: Being all of that property as described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth.

2. INCORPORATION BY REFERENCE All of the terms, conditions, provisions and rights reserved by the Declarant as set forth in the Master Declaration as recorded in Book 4575, Page 423, ONSLOW County Registry and the associated By-Laws for Creekside at Aragona Village Homeowners Association as set forth in Book 4575, Page 439, Onslow County Registry. By the submission of the property to the terms and conditions of this Declaration, the Declarant expressly reserves all those rights and privileges as set forth in the Master Declaration as above referred to.

IN WITNESS WHEREOF, as the above date, Grantor (whether person, corporation, limited liability company, general partnership, limited partnership, or other entity) has signed this instrument in the ordinary course of business, by the signature(s) below its duly authorized representative(s), as the act of such entity.

Piney Green Construction Company Inc

By: 
Martin A. Aragona, Jr
Vice President

NORTH CAROLINA
ONslow COUNTY

I Lorraine E. Guyette, the undersigned, a Notary Public for the county and state aforesaid, certify that Martin A. Aragona Jr., personally came before me this day and acknowledged that he is the Vice President of Piney Green Construction Co., Inc. a North Carolina Corporation, and that he as Vice President, being authorized to do so, executed the foregoing on behalf of the Corporation. Witness my hand and official seal, this 1st day of October, 2020.

Lorraine E. Guyette
Notary Public
Commission Expires:

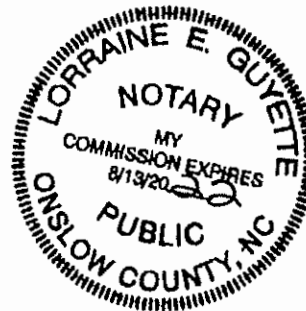


Exhibit "A"

LAND DESCRIPTION

September 29, 2020

Proposed Creekside at Aragona Village, Section II

Situated in White Oak Township, Onslow County, North Carolina and being more particularly described as follows:

A certain tract of land in the Aragona Village Subdivision on Broadleaf Drive near the intersection with Jasmine Lane and being described as follows:

Beginning at a point on the Eastern Right-of-Way Line of Broadleaf Drive, 60 foot Right-of-Way, said point being the Southwest corner of Lot 155, Creekside at Aragona Village, Section I, as recorded in Map Book 71, Page 153; **THENCE** from said point of beginning and with said Right-of-Way Line, North 41 degrees 33 minutes 27 seconds West, 22.92 feet to a point; thence crossing said Right-of-Way and beyond, South 48 degrees 26 minutes 33 seconds West, 343.40 feet to Northeast Creek; thence along the approximate edge of Northeast Creek:

North 51 degrees 33 minutes 47 seconds West, 129.03 feet,

South 83 degrees 05 minutes 13 seconds West, 140.0 feet,

North 73 degrees 26 minutes 47 seconds West, 103.0 feet,

North 07 degrees 02 minutes 47 seconds West, 187.0 feet,

North 38 degrees 23 minutes 47 seconds West, 233.0 feet,

North 67 degrees 53 minutes 47 seconds West, 170.0 feet,

North 04 degrees 13 minutes 47 seconds West, 215.0 feet;

Thence leaving Northeast Creek, North 75 degrees 30 minutes 58 seconds East, 1,090.80 feet to a point, the Northwest corner of Lot 54, Aragona Village, Section VI-D, "Creekside", recorded in Map Book 52, Page 102; thence with the West Line of Lot 54 and 53, South 31 degrees 00 minutes 48 seconds East, 322.79 feet to a point on the Northern Line of Lot 94, Aragona Village, Section VIII-C, as recorded in Map Book 63, Page 22; thence with the Western/Rear Lines of Lots 94, 93, 92, 88 and 87, South 61 degrees 12 minutes 11 seconds West, 59.50 feet to a point; thence South 40 degrees 15 minutes 55 seconds East, 327.65 feet to a point; thence South 48 degrees 41 minutes 45 seconds West, 115.0 feet to a point; the Northeast corner of Lot 160, Creekside at Aragona Village Section I; thence with the Northern/Rear Lines of Lots 160, 159, 158, and 155, South 53 degrees 04 minutes 06 seconds West, 235.88 feet to a point; thence North 41 degrees 33 minutes 27 seconds West, 81.60 feet to a point; thence South 48 degrees 26 minutes 33 seconds West, 135.0 feet to the point and place of beginning.

The described tract contains 18.85 acres, more or less, and being referenced to Deed Book 1524, Page 362. All courses are referenced to North per Map Book 71, Page 153. This description being prepared by Parker and Associates, Inc. from recorded and computed information, not by an actual survey.

Edwin N. Foley, P.L.S., L-2884