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Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 4710 PG 137-151

**DECLARATION OF RESTRICTIVE COVENANTS, EASEMENTS, AND CONDITIONS
FOR TOPSAIL BLUFFS, A SUBDIVISION**

THIS DECLARATION made this the 4th day of December 2017, by Natural Land Alliance, Inc., a North Carolina Company (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property more particularly described in Deed Book 4592, 452-455 of the Onslow County North Carolina Registry and also known as "Topsail Bluffs". Said property is further described in Map Book 74, Pages 25 Slide _____ all of the Onslow County North Carolina Registry; and

WHEREAS, it is in the best interest of Declarant and to the benefit, interest, and advantage of every party hereafter acquiring any portion of the described property that certain covenants, conditions, easements, assessments, liens, and restrictions governing and regulating the use and occupancy of such property be established; and

WHEREAS, Declarant intends by this instrument to create certain covenants, easements, conditions and restrictions upon said property which shall henceforth be binding upon it, its heirs, successors and assigns, and upon future owners of lots lying with the Development hereby designated as "Topsail Bluffs" and covered by the terms and conditions of this Declaration; and

WHEREAS, Declarant has or will cause to be incorporated under the laws of the State of North Carolina a nonprofit corporation which shall be named "Topsail Bluffs Property Owners Association, Inc." (hereinafter, the "Association"), for the purpose of performing the activities and exercising the functions granted to the Association as set forth or contained in this Declaration, its Bylaws, and its Articles of Incorporation;

NOW THEREFORE, the Declarant hereby declares that the real property described herein is and shall be held, transferred, sold and conveyed subject to the Covenants herein set forth, and that all of the property referenced above shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments, and liens relating to the use and occupancy thereof, which shall be construed as and constitute covenants running with the land which shall be binding on all parties acquiring any right, title or interest in any of such property and which shall inure to the benefit of each owner of any portion thereof.

The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of the Lots in favor of each and all other Lots; to create reciprocal rights between the respective Owners of all of the Lots; to create privity of contract and privity of estate between the Owners of the Lots, their heirs, successors and assigns, and to operate as covenants running with the land for the benefit of each and all other Lots and parcels in the Subdivision and their respective Owners, present and future.

DEFINITIONS

The following terms used in this Declaration are defined as follows:

- A) "Association" shall mean and refer to Topsail Bluffs Property Owners Association, Inc., as more fully defined herein below.
- B) "Buildout" shall mean and refer to the date upon which the first of the following events occur: (i) the date which there has been a Residential Unit constructed on each Lot contemplated to be in the community and each Lot in the Community has been conveyed to a Person for residential occupancy; or (ii) a date established by the Declarant, in its sole discretion as indicated by a written instrument filed of record in the Onslow County Registry.
- C) "Common Area(s)" shall mean all real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.
- D) "Declarant" shall mean and refer to Natural Land Alliance, Inc., its successors and assigns.
- E) "Declarant Control Period" shall mean the period of time until 100% of the real property within the Subdivision as described above have been transferred to the Association and/or sold to Owners other than Builders.
- F) "ARC" shall mean and refer to Architectural Review Committee. The ARC's purpose of which is to review and approve the design and quality of workmanship and landscaping of Topsail Bluffs.
- G) "Lot" shall mean any one or more of the Lots or other tracts or parcels created within the Subdivision or added to the Subdivision.

- H) "Owner" or "Lot Owner" shall mean and refer to any person, firm, corporation, other legal entity, or combination thereof, other than the Declarant, who or which holds fee simple title to any Lot.
- I) "Plat" shall mean the above referenced recorded map cabinet and any other recorded map cabinet showing any Lot or Lots within the Subdivision or any portion thereof, or any lands added to the Subdivision.
- I) "Quorum" shall mean and refer to 10% of eligible members voting either in person or by bona fide proxy at a called meeting of the Association until such time the requirements are proscribed by the By-Laws of the Association.
- J) "Residential Unit" or "Unit" shall mean and refer to a residential dwelling for one or more than one person, and if more than one person, persons related to each other by blood, marriage, or legal adoption, or in the alternative, a group of not more than four adult persons not so related who shall maintain a common household in such dwelling.
- K) "Subdivision," "Properties," or "Topsail Bluffs" shall mean and refer to the real property described in Exhibit "A", and all additions to such property as may be brought within the jurisdiction of the Association with the exception of Lot 26.

BUILDING AND USE RESTRICTIONS

1. Each Lot shall be used for permanent residential purposes only, and no manufacturing establishment, factory, public garage, sanitarium or hospital, motel, hotel, trailer park, apartment building, condominium, multi-family housing building, or any building of similar nature may be maintained on the same, and no unsanitary, offensive or unsightly conditions shall be allowed thereon. No house trailer, mobile home, travel trailer, manufactured home, enclosed garage or any type of temporary housing shall be placed or located upon any Lot as a permanent residence. No modular dwelling or other fully or partially pre-constructed dwelling may be placed on any Lot without the express prior written permission of the Declarant or if after the Declarant Control Period ends, the Association; provided, however, that camping is allowed for ten (10) days within a thirty (30) day period, provided that professional grade camping equipment is utilized and well maintained. No camper, tent, shed or temporary structure shall be permitted on the lot as a permanent residence; however, such structures can be used for recreational purposes and can only remain on the Lot for no more than ten (10) days a month unless stored in an enclosed garage. No storage building, enclosed garage or ancillary building of any kind may be constructed on any Lot until after primary residence is built.

- A) Each principal residence constructed on any Lot shall consist of not less than 1,200 square feet of enclosed, finished, heated floor space. The landscaping and grassing of each Lot shall be completed within 1 year from the time any construction begins on any Lot. All exterior construction shall be completed within 1 year after it has commenced. Further, maximum allowable impervious areas are incorporated in Paragraph 34. Alteration of the drainage in the subdivision may not take place without the concurrence of the North Carolina Division of Water Quality.
2. No Lot may be re-subdivided, except by Declarant or if after the Declarant Control Period ends, the Association. Only one Single Family Dwelling may be constructed per Lot. No outbuildings of any kind may be constructed, except that for each Single-Family Dwelling constructed, a detached garage may be constructed, and one small storage building may be constructed as long as that matches the Single-Family Residence and does not exceed the Built Upon Area established for the individual Lot by the North Carolina Division of Water Quality and adheres to Onslow County zoning regulations.
3. No Lot may be combined, except by permission of Declarant or if after the Declarant Control Period ends, permission of the Association. Such Lots must be resurveyed and the survey must be recorded in the Register of Deeds Office for Onslow County, North Carolina. Any Lot combined will only be assessed one HOA assessment.
4. All septic disposal systems shall be constructed and installed in accordance with the rules and regulations of authorities in Onslow County, North Carolina, as from time to time amended, and no outside toilets shall be built upon any Lot except during active home construction.
5. No residence, building, or any other structure shall be built or maintained within eight (8) feet from any side property line, twenty-five (25) feet from any front property line, and/or as specified on the above recorded survey, unless a variance is first obtained in writing from the Declarant or if after the Declarant Control Period ends, the Association. This restriction shall not apply with respect to the interior boundaries between Lots being improved as one unit. The Lot Owner, by acceptance of a Deed, also accepts the Storm Water requirements of the North Carolina Department of Environmental Quality.
6. No Lot or any part thereof shall be used for a junk yard or for any unsightly or obnoxious purposes. No items of personal property of any kind, except for operating licensed non-commercial motor vehicles, may be kept or stored on any Lot outside the structures on the Lot. Activities which may tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any Lot, or in any driveway, garage, carport, or other place where such condition is visible from any road or from any other Lot. No derelict vehicles may be kept on any lot unless kept in an enclosed garage. No more than one boat trailer may be kept on the Lot at any time, unless in an enclosed garage. If a boat trailer is outside of the garage, it must be tagged and titled by the North Carolina Department of Transportation, be in working order, and not be unsightly.

7. All trash, garbage, and waste shall be kept in sanitary, closed receptacles. All garbage cans and similar receptacles shall be kept in an enclosed or screened area, so that the same will not be visible from other Lots in the Subdivision or roads in the Subdivision. No burning of garbage shall be done or permitted on any Lot in the Subdivision.
8. No commercial breeding of any animal is permitted. No animals may be kept and maintained on any Lot, except that this restriction shall not prohibit the keeping of no more than six (6) usual household pets such as dogs and cats, provided said usual household pets are at all times confined to the Owner's Lot or are allowed outside the Owner's lot only in the presence of the Owner. No animal may be maintained on any Lot if it makes such an amount of noise as to frequently or habitually disturb Owners of other Lots.
9. It shall be the responsibility of each Lot Owner to maintain a 12" or larger drain tile on any portion of his Lot where a driveway crosses or any other activity obstructs a drainage ditch. All soil disturbing activities, including without limitation, grading house sites, constructing driveways, and landscaping, regardless of their extent, must conform to prevailing laws and regulations regarding erosion control, both during construction and afterward, and must not impair the erosion control measures previously installed by the Declarant.
10. No commercial or business activities may be carried out on any Lot. This provision prohibits the use of any dwelling as a lodging business, but shall not otherwise prohibit the leasing or renting of any dwelling on any Lot for any length of time, and shall not prohibit in-home businesses or offices that do not invite the general public upon the premises. Lodging businesses may be allowed with Declarant approval, of which approval is in the sole discretion of the Declarant, or after the Declarant period ends, the Association.
11. It shall be the responsibility of each Lot Owner to provide adequate parking space for motor vehicles on his or her Lot. Parking on the Subdivision roads or within the rights of way thereof is prohibited. All parking areas and driveways on all Lots must be surfaced completely, immediately upon installation, and thereafter maintained, with gravel, concrete, asphalt or other appropriate paving material. No unlicensed or inoperable vehicles may be maintained or kept on any Lot in the Subdivision, unless in an enclosed garage.
12. No fuel tanks or similar storage receptacles may be maintained on any Lot unless the same are installed within a building, are buried under ground, or are otherwise installed so that they are not visible from any place outside the Lot. Commercial wood harvesting is prohibited. Excavation and selling of surface or subsurface material is prohibited.
13. No permanent or temporary antennae of any land for television, radio, shortwave, or any other use may be erected, placed, maintained, or located upon any Lot without the express prior written permission of the Declarant, and any antennae approved by the Declarant must be installed, painted and maintained in such a way as may be from time to time provided by the Declarant. The provisions of this restriction specifically include dish and saucer type antennae larger than 18 inches in diameter. 18-inch dishes and under are specifically allowed.

14. No sign of any kind shall be displayed to the public view on any Lot, except a sign displaying the owner's name and/or the property address or Lot number, or a sign advertising the property for rent may be maintained. No "For Sale" signs shall be displayed on any Lot without the Declarant's written permission.
15. Open, grassy areas such as lawns and meadows shall be mowed at least two times per year by the Association. If a Lot Owner elects to not have the Association mow the grassy areas, then the maintenance of the Lot will be the responsibility of the Lot Owner and the Lot shall be kept in a clean, presentable, mowed condition.
16. No building constructed on any Lot shall have tar paper, asbestos, unfinished plywood or roughhewn irregular edged type siding. No building constructed on any Lot shall have visible concrete blocks, and any and all concrete blocks used in construction on any Lot shall be covered with stone, brick, stucco, wood or similar siding. No residence or garage constructed or placed on any Lot shall have metal siding. The residences or garage shall be covered with wood, stone, brick, approved concrete siding or other natural material.
17. The Declarant reserves unto itself, its assigns and successors a perpetual right of way across the subdivision roads to access the common areas. The Declarant will provide a boat slip for the Association to use on a first come, first serve policy for any Association member, and no boat or other watercraft shall be moored more than four (4) hours without the written consent of the Association. All boat slips in the marina are private and the Association will collect a maintenance fee of \$400.00 per year for each Association member who has rights to an individual slip. The Declarant may turn the marina over to the Association at the end of Declarant Control, in its discretion. If the Declarant conveys the marina to the Association, all permits with the State of North Carolina will convey to the Association. Until such time, the Declarant will collect a maintenance fee from the Association in the amounts necessary to maintain the marina and associated docks. This amount is in the discretion of the Declarant but will not exceed \$5,000 per year unless approved by the Board of Directors of the Association. If the marina is conveyed to the Association, all maintenance will be the responsibility of the Association.

APPROVAL OF PLANS AND CONSTRUCTION

18. The Architectural Review Committee shall initially be composed of the Officers of Natural Land Alliance, Inc, until such time as a functioning ARC is appointed by the Declarant.
19. No improvements shall be erected, placed, altered or changed on any Lot in this subdivision until and unless the building plans, specifications and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Review Committee as to conformity and harmony of external design and consistency of plan with existing residences on other Lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

20. The Architectural Review Committee shall have the right to refuse to approve plans, specifications and/or plot plans, taking into consideration the suitability of the proposed building or other improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings and the effect it will have on other residences already constructed or approved for construction.
21. Prior to the commencement of any construction, each Lot Owner shall submit to the Architectural Review Committee, in duplicate, plans, specifications and drawings, which shall contain at a minimum:
 - A) Front, rear and side elevations;
 - B) Floor plan and proposed location of residence, walks, drives, garage, fences or other improvements;
 - C) The area of heated floor space;
 - D) Exterior building material to include manufacturer, color and texture;
 - E) Exterior trim color;
 - F) Estimated completion dates of all construction and improvements;
 - G) Special treatment required to alleviate problems anticipated due to changes in topography.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Review Committee. One complete set shall be retained by the Architectural Review Committee and the second complete set shall be returned to the applicant, with Architectural Review Committee's approval or disapproval noted thereon.

22. In the event that the Architectural Review Committee fails to approve or disapprove such plans within 60 days after they have been submitted to it, such approval will be automatic. The terms "building" or "improvements" shall be deemed to include the erection, placement or alteration of any wall, fence, driveways or parking area, or any such construction undertaken subsequent to initial construction.
23. The Architectural Review Committee and/or the Declarant is authorized to approve, waive or ratify in the construction or alteration of any building or improvement, any violations of the setback, location and size of improvements provisions of these restrictions if, in the opinion of the Architectural Review Committee, such shall be necessary to prevent undue hardship or for other cause.
24. Once Construction is started, each Owner shall be responsible for insuring that such work proceeds at orderly and timely pace, and according to the approved plans, with no stoppage of work for more than 14 consecutive days to be condoned, acts of God excepted. All construction shall be complete, including all exterior finishing, landscaping, hardscaping, and driveways within 12 (twelve) months from beginning of construction.
25. The Declarant expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth herein to any assignee at Declarant's sole discretion.

EASEMENTS

26. Declarant reserves unto itself, its successors and assigns, and reserves and grants to the Onslow County Water and Sewer Association and to all other public or private utility companies, a perpetual, alienable, assignable and releasable easement and right of way to install and use electrical and telephone wires, cables, and conduits, sewer lines, septic systems, water mains, other suitable conduits and equipment for the transmission and discharge of electricity, telephone, gas, water, sewer, cable television and other public conveniences or utilities, including drainage and storm water discharge within all roadway easements in the Subdivision and within the five (5) foot wide strip immediately inside the boundary of each Lot; provided, in the event of the improvement of two (2) or more Lots as a unit, such easement shall not exist with respect to interior Lot lines unless use of such easement for such purposes has already begun. This reservation includes an easement and right of way to install and use sewer lines from Lot(s) to septic systems located on nearby Septic Lot(s). By reservation of said easements, the Declarant does not obligate itself or the Association to provide any utility service to any Lot.
27. Declarant expressly reserves unto itself, its successors and assigns, the right to add additional lands to the Subdivision and/or remove lands from the Subdivision, and if the Declarant does add additional lands to the Subdivision and/or remove lands from the Subdivision, then the definitions contained hereinabove of "Subdivision" shall be deemed to include the lands so added and/or exclude the lands so removed and the definition contained hereinabove of "Lot" shall include all Lots created within said additional lands and/or exclude all Lots removed from said excluded lands. The right herein reserved to the Declarant, its successors and assigns, to add additional lands to the Subdivision and/or remove lands from the Subdivision may be exercised by it any number of times. Further, Declarant specifically reserves unto itself, its successors and assigns, the right to burden the Subdivision roads, common area, easements and rights of way, by granting easements and rights of way over the same to serve and to be appurtenant to lands added to the Subdivision and lands lying outside the boundaries of the Subdivision. It is specifically the intent of the Declarant to reserve unto itself, its successors and assigns, the right to establish additional easements and rights of way over the Subdivision roads to serve any and all lands later added to the Subdivision and any and all Lots created therein, and to serve lands lying outside the boundaries of the Subdivision. This reservation shall continue until later of Buildout or the end of the Declarant Control Period.
28. Declarant reserves unto itself, its successors and assigns, and declares for the benefit of the Association, its successors and assigns, a perpetual easement for the erection, maintenance and repair of subdivision signs upon any Lot which adjoins any public road, and within each Subdivision easement, which easement shall include the right to erect, maintain and repair walls and lighting at the site of the sign and to landscape the area in the vicinity of the sign. This reservation shall continue until later of Buildout or the end of the Declarant Control Period.

29. No Owner or subsequent Owner of any Lot may grant an easement or right of way across the Lot for any reason or at any time to any person or entity other than the Declarant, its successors and assigns, unless the same shall first be approved in writing by the Declarant, its successors and assigns.
30. Declarant has installed a Permanent Conservation Easement, recorded at Book _____ Page _____, in the Onslow County North Carolina Register of Deeds, and is incorporated by reference herein.

PROPERTY OWNERS ASSOCIATION AND ASSESSMENTS

31. During the Declarant Control Period, Declarant will cause to be incorporated under the laws of the State of North Carolina a nonprofit corporation which shall be named "Topsail Bluffs Property Owners Association, Inc." (hereinafter, the "Association"), for the purpose of performing the activities and exercising the functions granted to the Association as set forth below:
 - A) Every person who is a record Owner of a fee or undivided fee interest in any Lot which is subject to these covenants shall be a member of the Association and the Association will be governed by a Board of Directors, appointed by the Declarant or if after the Declarant Control Period ends, duly elected by the members.
 - B) There shall only be one class of membership and such membership shall be entitled to one 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 the Owners determine, but in no event shall more than one vote be cast with respect to any lot, and further no fractional vote shall be cast with respect to any lot.
 - C) Each Lot and each Lot Owner shall be subject to all duly adopted articles, by-laws, rules and regulations, and resolutions of the Association, as amended from time to time. The bylaws of the Association are incorporated by reference herein.
32. Assessments.
 - A) The Association shall be entitled to collect dues on an annual basis, assessed against each Lot in an amount determined by the Board of Directors.
 - B) The Association shall annually, assess each Lot Owner for his share of the costs and expenses of the maintenance, repair and upkeep of the roads, other systems, facilities, amenities, and common areas, the maintenance responsibility for which is that of the Association. Payment of such assessments shall be due thirty (30) days after notice thereof is sent. If not paid within said thirty (30) day period, such assessments shall be deemed delinquent and shall commence bearing interest from such time at the rate of eighteen (18%) percent per annum or the maximum allowed by North Carolina law.

- C) If any delinquent assessment is placed in the hands of any attorney for collection, there shall be added to the amount due all costs of collection, including all reasonable attorneys' fees as allowed by law.
- D) Any assessment levied against any Lot which so becomes delinquent shall constitute a lien upon such Lot when filed of record in the office of Clerk of Superior Court for Onslow County, North Carolina, in the manner provided by Article 2 of Chapter 44A, Statutory Liens on Real Property, of the North Carolina General Statutes, or its successor statute. The lien shall include the amount of all interest which accrues and continues to accrue upon the assessment, and shall include the aforementioned costs of collection and attorney's fees. The claim of lien shall be filed in the name of the Association. The Association shall have the right to proceed in its own name in any court of competent jurisdiction. The claim of lien may be foreclosed in a like manner as a mortgage on real estate under the Power of Sale under Article 2A of Chapter 45 of the General Statutes.
- E) All assessments, interest, costs and attorney's fees shall be and constitute the personal joint and several obligations of each Lot Owner. The Association or any other Lot Owner may bring an action against the Lot Owners in default to seek a money judgment for the amount of the assessments, interests, costs of collection and attorney's fees.
- F) All Lots owned by the Declarant and/or an entity designated by Declarant owning said Lots, if any, are exempt from said assessment. Non-profit organizations (organized under 501(c) of the Internal Revenue Service) identified and approved by Declarant are explicitly exempt from assessments. This exemption shall carry to all subsequent non-profit organizations who may hold title to any property, regardless if the Declarant has identified these entities, or not, as long as the Declarant has identified and exempted the original entity. In no way shall any non-profit organization qualifying under this exemption be assessed regular assessments, special assessments, or any other requirement for contribution towards the Association. Any non-profit identified under this provision, including successors and assigns, shall follow all components of this covenant unless explicitly exempted by the Declarant.

INFRASTRUCTURE MAINTENANCE AND REPAIR

33. Subdivision Roads

- A) The roads in Topsail Bluffs are intended to be dedicated to the North Carolina Department of Transportation at some point in the future, when qualified for acceptance. Until that time, the roads in Topsail Bluffs are private roads and the maintenance and upkeep of said roads shall be the responsibility of the Association. Only the Declarant shall have the authority to name or change the name of roads in

the Subdivision. The Declarant shall have the right to convey real property to the Association, or provide easements as necessary, for use as common areas for the Association and all Lot Owners. The Association shall have as its primary function the obligation to maintain and repair the roadways in the Subdivision and to maintain, repair and take other necessary actions to maintain the entrance, ditches, drainage, storm water discharge structures, or other in the Subdivision as are assigned to the Association or as are conveyed by the Declarant to the Association. Each Lot shall be assessed at \$650.00 per year for the maintenance, repair and upkeep of the roadways and other items maintained by the Association. The Association shall have such other and further powers as may be adopted and set forth in its by-laws as may now be in existence or may be adopted in the future, provided the Association may not supersede its limitation as to the number of Lots for which it may assess the Declarant. No representation or warranty is made concerning the construction of these roadways so as to be included in the State Secondary Road system, or that the State of North Carolina will eventually assume maintenance of these roadways.

- B) If any person damages the Subdivision roads or common properties for any reason, that person shall be responsible for paying to repair the same to the original condition. Any damage done by a Lot Owner, his or her guest(s), invitee(s), licensee(s) or contractor(s), subcontractor(s), employee(s), or other working under the direction of a Lot Owner shall be the responsibility of the Lot Owner and the Lot Owner is obligated to repair any damage done.
- C) The Declarant shall not have any responsibility to maintain the Subdivision roads except in the manner of any other Lot Owner.

34. Storm Water Management.

The Declarant, until such time as the Declarant control period ends, will be responsible for the maintenance of any storm water management swales, channels, and check dams and to see that each Owner installs and maintains his driveway culvert in accordance with this Declaration. Such maintenance shall include the removal of sediments within the swales and channels, restabilization of the swales and channels at all times in such a way that it does not become an eyesore or disturb the desired drainage patterns in the swale system. Furthermore, each Lot in the subdivision is conveyed subject to the provisions of North Carolina Storm Water Runoff Rules and incorporated herein by reference. The Storm Water Rules limits the maximum square feet of built-upon area for each Lot. The following covenants are intended to ensure ongoing compliance with State Storm Management Permit Number SW8090701, as issued by the Division of Water Quality under NCAC 2H.1000:

- A) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Storm Water Management Permit.
- B) These covenants are to run with the land and be binding on all persons and parties claiming under them.

- C) The covenants pertaining to storm water may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.
 - D) Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
 - E) The maximum built-upon area per lot is 3,180 square feet, with the exception of Lot 17, which is 3,289 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
 - F) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
 - G) For those lots adjacent to surface waters, each lot will maintain a minimum 50-foot wide vegetated buffer adjacent surface waters.
 - H) All roof drains shall terminate at least 50 feet from surface waters.
 - I) Any individual or entity found to be in noncompliance with the provisions of the stormwater management permit or the requirements of the stormwater rules found in 15A NCAC 02H. 1000 and Session Law 2008-211, is subject to enforcement procedures as set forth in N.C.G.S. 143, Article 21.
35. Declarant reserves unto itself, it agents, employees, lessees, invitees, designees, its successors and assigns, the right of first refusal to purchased unimproved Lots in the Property so long as the Declarant owns lots in the property. Prior to the sale of any unimproved Lot, the Owner thereof shall notify Declarant in writing setting forth the price and terms of sale, and the name and address of the purchaser. Such notification shall be made by certified mail, return receipt requested, and shall constitute an offer to sell said property to Declarant for the price and on the terms set forth therein. Declarant shall have thirty (30) days after receipt of said notice to accept the offer. Notice of acceptance shall be made by certified mail, return receipt requested, and shall be deemed made when deposited in the United States mail. If Declarant fails to accept the offer within said time period, the Owner shall be free to sell the property to the identified purchaser at the price and under the terms set forth in the notice to the Declarant. If the sale does not close within six (6) months after expiration of the thirty (30) day offer to the Declarant, the procedure set forth herein must be reinstituted. This first refusal right shall not apply to any conveyance resulting from the foreclosure of a deed of trust, security agreement or other lien; by operation of law or by devise upon the death of any Owner, or to a bona fide gift; provided that, the grantee of said property shall hold said property subject to the right of first refusal herein set out. This right shall continue and exist for each unimproved Lot for a period of fifteen (15) years after the initial conveyance of such Lot. Declarant shall, at the request of any Owner,

acknowledge in writing any person having an interest, that it has waived, or has been deemed to have waived, the right and option herein reserved, if that be the case.

ENFORCEMENT AND AMENDMENT OF THE COVENANTS

36. Enforcement.

- A) In the event of a violation or breach of any of these restrictive covenants by a Lot Owner, the Association shall have the right to assess a penalty of \$25.00 per violation, per day if the violation or breach of said restrictive covenants is not mitigated after 14- notice to the Lot Owner. Payment of such assessments shall be due thirty (30) days after notice thereof is sent. If not paid within said thirty (30) day period, such assessments shall be deemed delinquent and shall commence bearing interest from such time at the rate of eighteen (18%) percent per annum or the maximum allowed by North Carolina law.
- B) Any assessment levied against any Lot pursuant to Section 35 of this Declaration shall constitute a lien upon such Lot when filed of record in the office of Clerk of Superior Court for Onslow County, North Carolina, in the manner provided by Article 2 of Chapter 44A, Statutory Liens on Real Property, of the North Carolina General Statutes, or its successor statute. The lien shall include the amount of all interest which accrues and continues to accrue upon the assessment, and shall include the aforementioned costs of collection and attorney's fees. The claim of lien shall be filed in the name of the Association.
- C) The Association shall have the power to enter a lot to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates these restrictive covenants. All costs of self-help or of otherwise enforcing these restrictive covenants, including reasonable attorney's fees, shall be assessed against the violating Owner.
- D) In the event that a violation or breach of any of these restrictive covenants by a Lot Owner, in the judgement of the Association, requires the involvement of an attorney for purpose of enforcing these restrictive covenants, the offending Lot Owner shall be responsible for all costs of enforcement, including all reasonable attorneys' fees as allowed by law.
- E) In the event of a violation or breach of any of these restrictive covenants by a Lot Owner continues, it shall be lawful for the Association or any Lot Owner to prosecute any proceeding at law or in equity to compel compliance by said Lot Owner with the terms of these restrictive covenants.

37. Amendments.

- A) By Declarant: In addition to the specific amendment rights granted elsewhere in this Declaration, during the Declarant Control Period, the Declarant may unilaterally amend this Declaration for any purpose. Declarant may also unilaterally remove any requirement herein as to any Lot. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable government statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lot; (c) to enable any institutional governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on the Units; or to satisfy the requirements of any local, state, or federal governmental agency;
- B) After the later of either Buildout or the end of the Declarant Control Period, this Declaration may be amended by means of a duly recorded amendment signed by the Owners of two-thirds (2/3) of the Lots subject to this Declaration. This Declaration may also be amended by the Association by a two-thirds (2/3) majority vote of its members at a duly called members meeting at which a quorum is present, and in such event the appropriate officers of the Association shall record the proper amendment. A quorum is defined as at least 10% of the eligible members voting either in person or by bona fide proxy and notice for any meeting contemplating any amendments for vote shall offer at least twenty-one (21) days notice.

Signatures on following page(s)

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set its hands and seals this 4th day of ~~October~~ December 2017.

Witness:

Catherine Mitchell

L B

Natural Land Alliance, Inc.
By: Larry Bragg, President

Notary/Witness:

Michelle Bluhm

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

ACKNOWLEDGEMENT

I, Michelle Bluhm, a Notary Public of the County and State aforesaid, certify that the above-named Larry Bragg, authorized agent of Natural Land Alliance, Inc., personally appeared before me this day and acknowledged the execution of the foregoing Declaration of Restrictive Covenants.

Witness my hand and official stamp this 4th day of ~~October~~ December 2017.

Michelle Bluhm
Notary Public for North Carolina

My commission expires: October 2, 2021

