

*Karen S. Hardesty*

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRIDGE VIEW, A PLANNED RESIDENTIAL DEVELOPMENT**

**CARTERET COUNTY, NORTH CAROLINA**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRIDGE VIEW** (the "Declaration") is made as of this 22<sup>nd</sup> day of March, 2022, by Cedar Point Developers, LLC, a North Carolina Limited Liability Company (the "Declarant").

**RECITALS:**

WHEREAS, Declarant is the owner of a certain tract of land located in the town of Cedar Point, Carteret County, North Carolina, which is further described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Declarant hereby establishes the Property as a planned community within the meaning of N.C.G.S. § 47F-1-103(23) to be known as "Bridge View" (referred to herein as the "Community" or "Subdivision");

WHEREAS, Declarant desires to establish a general plan of development for the Subdivision, to provide for the maintenance and upkeep of the Lots, Dwellings, and Common Elements within the subdivision, as those terms are hereinafter defined, to provide for the enforcement of the Declaration, to protect the value and desirability of the Property, and, to that end, desires to subject the Subdivision to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each owner of any part or all thereof;

AND WHEREAS, in furtherance of the foregoing, Declarant has incorporated or will incorporate under the nonprofit corporation laws of the State of North Carolina BRIDGE VIEW HOMEOWNERS ASSOCIATION, INC. (the "Association") to own and/or maintain and/or administer Common Elements, to administer and enforce this Declaration and other covenants, restrictions, and agreements applicable to the subdivision, and to collect and disburse the assessments and charges provided for herein;

NOW THEREFORE, it is hereby declared that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, easements, restrictions, charges, and liens hereinafter set forth.

**ARTICLE I**  
**Definitions**

**Section 1.** “Association” shall mean and refer to “Bridge View Homeowners Association, Inc.”

**Section 2.** “Bylaws” shall mean the Bylaws of the Association, as the same may be amended from time to time.

**Section 3.** “Common Area” shall mean all real property and any improvements constructed thereon, if any, owned by the Association for the common use and enjoyment of the Owners.

**Section 4.** “Declarant” shall mean and refer to Cedar Point Developers, LLC.

**Section 5.** “Declarant Control Period” shall mean the period of time commencing on the date of recording of the Declaration and ending on the date on which the first of the following occurs:

(a) The date on which Declarant no longer owns any Lots in the Development, including those lots which may be annexed following the date these covenants are executed, and has conveyed all Common Areas to the Association.

(b) The Declarant voluntarily ends the Declarant Control Period by written termination executed by the Declarant and recorded in the Carteret County Registry.

(c) 5:00 pm on December 31, 2041.

(d) Termination of the Declarant Control Period required by any law or ordinance of the State of North Carolina, the County of Carteret, or the Town of Cedar Point.

Declarant has the sole authority to resolve any issues or disputes regarding the date on which the Declarant Control Period ends or is reinstated.

**Section 6.** “Declaration” shall mean and refer to this instrument, as may from time to time be amended.

**Section 7.** “Development” or “Subdivision,” such terms being used interchangeably, shall mean and refer to Bridge View, a single-family residential development proposed to be developed on the Property by the Declarant.

**Section 8.** "Dwelling" shall mean and refer to any building or portion thereof upon any Lot in the Development which is used or occupied, or intended for use or occupancy, as a residence by the Owner thereof or any tenants or sub-tenants of the Owner.

**Section 9.** "Governing Documents" shall mean and refer all of the following: this Declaration; the Articles and Bylaws of the Association; architectural guidelines and bulletins and rules and regulations of the Association; resolutions adopted by the Board; conditions of approval for development of any part or all of the property required by any Governmental Entity; Annexation Declarations; Supplemental Declarations; other declarations of restrictive or protective covenants applicable to the Property; all as the same may be amended, restated or supplemented from time to time. Any approvals granted by the Declarant under the Governing Documents shall be binding upon all successors to Declarant's approval authority.

**Section 10.** "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision Map of the Properties with the exception of the Common Area.

**Section 11.** "Improvement" shall mean and refer to any improvement of or on any Lot or other applicable portion of the Property, including but not limited to any or all of the following: Dwellings and other buildings and structures (specifically including exterior materials, colors, size, location and architectural style); decks; patios; car port; porches; driveways; playhouse; motor vehicle and other parking areas; exterior storage areas; exterior recreational areas, equipment and facilities; mail kiosks; exterior antennae, dishes and other apparatus to receive or transmit radio, television, or microwave or other signals; fences; exterior walls; hedges; other landscaping (including planted areas, grassed areas, natural areas and the plant and other materials therein); poles; flags; exterior decorative features and items; ponds; lakes; staking, clearing, grading, filling, change in grade or slope, and other site preparation; swimming pools; coverings for windows and other glass portions of a Dwelling or other building or structure (for example, curtains, blinds, and shutters), which coverings are visible from anywhere off of the Lot or other applicable portion of the Property; exterior lights and signs; lights and signs visible inside a Dwelling or other building or structure from anywhere off of the Lot or other applicable portion of the Property; and all other items used or maintained on a Lot or other applicable portion of the Property outside of a Dwelling or building or other structure located thereon or on the exterior surfaces of a Dwelling or other building or structure on the Lot or other applicable portion of the Property. The definition of improvements stated for the purposes of this definition includes both initial improvements and all subsequent alterations, changes and additions to same. The term "initial improvements" is defined as all of the improvements constructed or placed or located on a Lot or other applicable portion of the Property, or approved for construction, placement, or location on a Lot or other applicable portion of the Property, in accordance with either plans and specifications or Architectural Guidelines existing at the time of issuance of a certificate of occupancy for the Dwelling on such Lot or other applicable portion of the Property. The examples of improvements stated for the purposes of this definition are not inclusive of all types of improvements and do not imply that all improvements listed as examples will be allowed in the Properties, and all improvements are subject to the architectural approval provisions of the Declaration. For the purposes of this definition, the word "exterior" means located on a Lot or other applicable portion of the Property outside of the Dwelling or other building or structure thereon, as well as attached to the outside

of (such as on a wall or roof) a Dwelling, building, or other structure on a Lot or other applicable portion of the Property.

**Section 12.** “Interior Lots” shall mean and refer to Lots 1-20 and Lots 47-73 as depicted on the Subdivision Map.

**Section 13.** “Subdivision Map” shall mean and refer to any recorded map of the subdivision, including specifically the map recorded in Map Book 34, Page 386, Carteret County Registry.

**Section 14.** “Member” shall mean a person subject to membership in the Association pursuant to Article IV, Section 2 of this Declaration.

**Section 15.** “Owner” shall mean and refer to the record owner, whether one or more persons or entities, or a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 16.** “Parcel” shall mean and refer to a portion or part of real property, together with the improvements located thereon, which becomes subject to this Declaration. This term shall include any additions to the existing Properties as herein provided.

**Section 17.** “Person” shall mean a natural person, corporation, trust, limited liability company, partnership, or any other legal entity.

**Section 18.** “Property” or “Properties” shall mean and refer to any of the real property which is or may be subject to this Declaration or Supplemental Declaration.

**Section 19.** “Planned Community Act” shall mean and refer to the North Carolina Planned Community Act, currently codified as Chapter 47F of the North Carolina General Statutes, as the same may be amended from time to time.

**Section 20.** “Rules and Regulations” shall mean and include the rules and regulations made from time to time by the Board of Directors as provided below.

**Section 21.** “Stormwater Control Measures” shall mean and refer to any one or more of the following devices and measures, together with any associated private stormwater drainage easements that serve any part or all of the Properties: conduits, inlets, channels, pipes, level spreaders, ditches, grassed swales, sand filters, wet-ponds, dry detention basins, wetlands, permanently protected undisturbed open space areas, bioretention areas, retention or detention ponds, and other devices, facilities, appurtenances, and measures necessary to collect, convey store, and control stormwater runoff and pollutants for more than one (1) Lot in the Property, and which are located outside public street rights-of-way and public drainage easements. Private stormwater drainage easements that serve more than one (1) Lot in the Properties, however identified on the Subdivision Map or any other plat, map, or document recorded in the Carteret County Registry, are deemed to be dedicated to the Association for the benefit of the Property or

any applicable portion thereof. All Stormwater Control Measures owned by or dedicated to the Association are Common Areas.

**Section 22.** "Supplemental Declaration" shall mean and refer to any declaration of Covenants, restrictions, easements, charges, and liens recorded by the Declarant, or its successors and assigns, which applies to a specific Parcel within the Properties.

## ARTICLE II

### Property Subject to this Declaration

**Section 1. Property Hereby Subjected to this Declaration.** The Declarant, for itself and its successors and assigns, hereby submits the real property described on Exhibit A to this Declaration, and said property shall be held, transferred, sold, conveyed, and occupied subject to this Declaration and the Bylaws, irrespective of whether there may be additions thereto as hereinafter provided.

**Section 2. Annexation of Additional Property.** Additional property, including any additions to the Common Elements, may be annexed and brought within the scheme of this Declaration, the Bylaws, and the jurisdiction of the Association at any time during the Declarant Control Period by Declarant at its sole and complete discretion by executing and recording in the Carteret County Registry an Amendment to this Declaration describing the portion of additional property being annexed.

After the termination of the Declarant Control Period, the Members of the Association may annex additional property within the scheme of this Declaration, the Bylaws, and the jurisdiction of the Association in the same manner as provided herein for Amending this Declaration.

**Section 3. All Lots Bear the Burdens and Enjoy the Benefits of this Declaration.** Every Owner, by taking record title to a Lot, agrees to accept title to such Lot and to be bound by all terms and provisions of this Declaration. Each Lot is subject to all burdens and enjoys all benefits made applicable hereunder.

## ARTICLE III

### Common Areas

**Section 1. Ownership of Common Areas.** After the completion of all improvements to the Common Areas, Declarant shall convey the Common Areas to the Association. Notwithstanding the recordation of any Map or any other action by Declarant or the Association, all Common Areas, including streets and roads, shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public.

**Section 2. Owners' Rights to Use and Enjoy Common Areas.** Each Owner is hereby given the right to use and enjoy the Common Areas, which right shall be appurtenant to and shall pass with the title to the Lot, subject to the following:

(a) The right of the Association to promulgate and enforce reasonable regulations governing the use of the Common Areas to ensure the safety and rights of all Owners.

(b) The right of the Association to suspend the voting rights in the Association and right to use the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) The right of the Declarant or the Association to grant utility, drainage, and other easements across the Common Areas.

**Section 3. Owners' Easements for Ingress and Egress.** Every Lot is hereby granted a perpetual, non-exclusive right to use those roadways shown on the Subdivision Map and which is described in Exhibit A for the purpose of providing access to and from each Lot. Additionally, each lot is granted a perpetual, non-exclusive right to use the easement described in that Deed of Easement recorded in Book 1759, Page 184, Carteret County Registry, for the purposes of ingress, egress, and regress between N.C. Highway 24 and each Lot.

**Section 4. Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws of the Association, said Owner's right of enjoyment to the Common Area and facilities to that Owner's immediate family members who are domiciled on the Owner's Lot. Immediate family members as used herein shall mean the Lot Owner's spouse and/or children. This provision shall be subject to any limitations on delegation contained in other provisions of this Declaration.

**Section 5. Maintenance.** The Association shall keep in good condition, order, and repair the Common Area including but not limited to the streets, drives, and accesses shown on the Subdivision Map, the entrance gate, mailbox kiosk, boat storage area, detention/retention ponds bulkheads, sediment basins, all entry features and entry landscaping, and all street signage and streetlights.

The Board of Directors, in its sole discretion, may leave portions of the Common Area as undisturbed natural areas and may change the landscaping on the Common Area at any time and from time to time, including the adding or modifying of landscaping improvements, such as the planting of seasonal flowers. Any common irrigation system installed by the Declarant or the Association for use by the Association shall be operated, maintained, repaired, and replaced by the Association.

The Developer has additionally entered into a road maintenance agreement, recorded in Deed Book 1759, Page 185, Carteret County Registry for that variable width ingress, egress, and regress easement shown on that map recorded in Map Book 34, Page 128 of Carteret County Registry, which provides for ingress, egress, and regress between N.C. Highway 24 and the Property, and the Association agrees to accept assignment of Developer's rights and obligations under said agreement at any time following its formation and registration with the North Carolina Secretary of State. Upon assignment of said road maintenance agreement, the

Association shall pay for any continuing maintenance or repair costs incurred thereunder out of Association assessments as provided for maintenance of Common Areas in Article VI, Section 2 of this Declaration. Said road maintenance agreement shall be recorded in the Register of Deeds of Carteret County following execution.

**Section 6. Conveyance of Common Areas.** The Declarant shall convey by deed all Common Areas to the Association in fee simple absolute after completion of all improvements to the Common Areas. Declarant may convey or transfer all Common Areas, including any and all improvements thereof, to the Association in an "AS IS, WHERE IS" condition. Declarant hereby disclaims and makes no representations, warranties, or other agreements, express or implied, by law or fact, with respect to the Common Areas and improvements thereto, including, without limitation, representations or warranties of merchantability regarding the condition, construction, accuracy, completeness, design, adequacy of size or capacity thereof in relation to the utilization, date of completion, or the future economic performance or operations of, or the materials, furniture, or equipment used therein. Neither the Association nor any Owner or any other Person shall make any claim against Declarant, its successors and assigns, relating to the condition, operation, use, accuracy, or completeness of the Common Areas, or for incidental or consequential damages arising therefrom.

**Section 7. Declarant's Rights in Common Areas.** In addition to the specific rights and easements reserved herein, Declarant and its employees, agents, affiliates, and associates shall have the same rights of use and enjoyment of the Common Areas as the Class A Members during the Declarant Control Period, and shall have the same right to use the Common Areas for promotional, sales, and similar purposes until all of the Lots have been conveyed by the Declarant.

**Section 8. Insurance on Common Areas.** The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Common Areas. The Board shall obtain casualty insurance for all insurable improvements located on the Common Areas, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of any insurable improvement in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy with a combined single Limit of at least One Million and No/100 Dollars (\$1,000,000.00) applicable to the Common Areas covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board of Directors. In addition, the Board of Directors shall obtain a fidelity bond or bonds on all persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall at least equal three months' total assessments plus reserves on hand. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association. An insurer that has

issued an insurance policy under this Section shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner, Mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Section may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each Mortgagee or beneficiary under deed of trust to whom certificates of insurance have been issued.

**Section 9. Damage or Destruction.** In the event that any improvements located on any Common Areas shall be damaged or destroyed on account of the occurrence of any casualty, the Board shall proceed with the filing and settlement of all claims arising under any policy of insurance maintained by the Association with respect to such improvements and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements.

Any such damage or destruction shall be repaired or reconstructed unless it shall be decided, within ninety (90) days after the occurrence of casualty, by at least 67% of the Class A votes, and by Declarant during the Development Period, not to repair or reconstruct such damage. In the event that it shall be decided not to repair or reconstruct some damage or destruction, the proceeds of any insurance as may become payable to the Association as a result of such damage or destruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. If the insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Class A Members, levy Special Assessments to cover the shortfall.

**Section 10. No Partition.** The Common Elements shall remain undivided, and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the whole or any part thereof without the written consent of all Owners of all portions of the Property and without the written consent of all holders of all mortgages encumbering any portion of the Property.

**Section 11. Community Septic System.** Lots 49 and 50 as shown on the Subdivision Map shall use and be subject to an off-Lot community septic system to be maintained by the Association in the Common Area. The Owners of said Lots shall be required to contribute to the maintenance and upkeep of the community septic system by payment of a Septic Assessment as defined and provided in Article VI of this Declaration.

**Section 12. Community Fencing.** Lots 1-20, Lots 59-63, and Lots 67-70, as shown on the Subdivision Map, shall have fencing installed within a four (4) foot easement which is hereby reserved upon the rear lot lines of said lots, said fencing to be installed by the Declarant during the Declarant Control Period. The Declarant and the Association shall retain an easement four feet in width along the rear lot line of the above referenced lots, for the purpose of placing and keeping a fence. Said easement shall be appurtenant to and run with each affected Lot. The Owner of each Lot referenced above shall be responsible for the maintenance, upkeep, and repair of the portion of fence located upon their Lot, but shall not be responsible for the maintenance, upkeep, and repair of any other portion of the fence. The Owner of any Lot shall be permitted to tie in any fence constructed on their property to the community fencing along the rear lot line. If



any Owner should fail to comply with its responsibilities under this Section, it shall be considered a violation of these Covenants, and the Association shall be entitled take enforcement or corrective action as provided in Article VII, Section 21 of this Declaration.

**Section 13. Community Boat Ramp and Pier.** The Declarant may construct a boat ramp and pier as part of the Common Area for the use of Lot Owners, renters, and guests as provided in this Section. This section shall not be construed to require Declarant to construct a boat ramp and pier. Each Lot Owner shall have the right to use and access said boat ramp and pier, subject to the restrictions contained herein. Any person who is a renter or authorized occupant of any Lot under an executed rental agreement with any Lot Owner may use and access said boat ramp and pier in the same manner as a Lot Owner. No Lot Owner or Renter shall be entitled to allow any guests to use and access the boat ramp or pier under any circumstances.

If such boat ramp and pier are constructed as provided herein, the following rules shall apply to their use. There shall be no parking in any boat ramp area, or upon the rights-of-way immediately adjacent to any boat ramp entrance. Furthermore, after any boat is placed in the water, said boat may be tied to the pier, but shall not remain tied to the pier for longer than thirty (30) minutes or interfere in any way with others using the boat ramp. No boat with a length of more than Twenty-Four (24) feet shall be placed in the water by use of any boat ramp.

**Section 14. Owners' Easements for Drainage.** Every Lot is hereby granted a perpetual, non-exclusive right to use any drainage easements designated as such on the Subdivision Map and any Common Areas designated for stormwater drainage on the Subdivision Map for the purpose of stormwater runoff and drainage from said Lots to the stormwater drainage ponds located upon the Common Areas.

**Section 15. Stormwater Management.** The following covenants and restrictions set forth herein are intended to ensure ongoing compliance with Post-Construction Stormwater Management Permit Number SWA 000127 as issued by the Division of Energy, Mineral, and Land Resources (the "Division") under 15A NCAC 02H.1000, effective January 1, 2017:

(a) The State of North Carolina is made a beneficiary of this Declaration to the extent necessary to maintain compliance with the Stormwater Management Permit.

(b) These covenants are to run with the land and be binding upon all persons and parties claiming under them.

(c) The covenants pertaining to stormwater shall not be allowed to expire and may not be altered or rescinded without the express permission of the Division. Alternation of the drainage as constructed under the ATC permit approval and as shown on the final stormwater plans submitted as part of the as built package may not take place without the concurrence of the permittee and approval by the Division.

(d) The maximum allowable built-upon area (BUA) per lot, in square feet, is as listed in the table attached hereto as Exhibit B and incorporated herein by reference. All Lots shall comply with the built-upon area requirements provided in Exhibit B, or as

may be required by any applicable governmental authority (“BUA Limits”). The allotted amounts shown on Exhibit B 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 street payment and/or sidewalk. The maximum allowable built upon area shall not be exceeded on any lot until the permit is modified to ensure compliance with the stormwater rules. Built upon area has the same meaning as G.S. § 143-214.7, as amended in Session Law 2017-10.

(e) For those lots within the CAMA Area of Environmental Concern, where DCM calculates a different maximum allowable built-upon area, the governing maximum allowable built-upon area shall be the more restrictive of the two amounts.

(f) All runoff from the built-upon areas on the lot must drain into the permitted system. This may be accomplished via grading, a stormwater collection system, and/or a vegetated conveyance.

(g) A 50 foot wide vegetated setback must be provided and maintained adjacent to all surface waters in accordance with 15A NCAC 02H.1003(4) and the final plans submitted as part of the as-built package.

(h) Any individual or entity found to be in non-compliance with the provisions of a stormwater management permit or the requirements of the stormwater rules is subject to enforcement procedures as set forth in N.C.G.S. § 143, Article 21.

(i) If permeable pavement or #57 stone is desired as credit for built-upon area in accordance with 15A NCAC 02H.1055 and G.S. § 143-214.7, the property owner must submit a request, with supporting documentation demonstrating compliance with the stormwater rules, to the permittee and receive approval prior to construction.

(j) The Committee, as hereinafter defined in Article V, Section 1 shall review all submitted development applications and plans for compliance with the BUA Limits and may in its sole discretion approve or disapprove any applications and plans in order to maintain compliance with any BUA Limits. Any application or plans submitted to the Committee must include and show any and all built-upon areas, and the Committee shall keep records of all approved plans and shall make such records available to the North Carolina Department of Environmental Quality upon written request as provided in the Governing Documents. Approval of any application or plan by the Committee shall not relieve any Owner, Builder, or other applicant from any obligation or responsibility to comply with all legal requirements with regard to BUA Limits. The Association shall have the right but not the obligation to use permeable pavement or permeable concrete for driveways, parking pads, alleys, and parking lots in the Common Areas within the Subdivision to comply with any BUA Limits required by the applicable Governmental Authority for development of the Subdivision.

(k) The Declarant may assign to the Association, and the Association shall accept from the Declarant, the assignment of said Stormwater Management Permit and

all obligations of the Declarant thereunder. Declarant may further assign to the Association, and the Association shall accept from the Declarant any and all agreements entered into by the Declarant with respect to Stormwater Control Measures for the Subdivision, provided the Declarant has performed, or made adequate provision for the performance of all obligations, if any, required of the Declarant under any such agreement with respect to Stormwater Control Measures. The Association shall pay, provide for, or comply with all bonds and other financial obligations under any agreements or legal requirements related to the Stormwater Control Measures or the Stormwater Management Permit.

(l) Any Lot upon which any Stormwater Control Measures or any portion thereof is located will be maintained up to the bottom of the perimeter berm by the Association. The frequency of any mowing of grass in those portions of any Lot described above will be determined by the Declarant during the control period. The Owner of any Lot upon which any Stormwater Control Measures or portion thereof is located may choose to mow in addition to and more frequently than the Association, provided no damage is caused to any stormwater control measure by more frequent mowing. The Owner of a Lot upon which a Stormwater Control Measure is located shall not obstruct it or interfere with its normal and intended operation. All issues as to whether a stormwater drainage easement or stormwater management facility is part of the Stormwater Control Measures or portion of any Lot for which the Association is responsible or whether it is the responsibility of an Owner shall be determined by the Declarant during the Declarant Control Period, unless the Declarant should otherwise assign such right to the Board, and shall be determined by the Board after the end of the Declarant Control Period. An Operation and Maintenance Agreement is attached hereto as Exhibit C outlining various remediation strategies for maintenance of the Stormwater Control Measures.

(m) The provisions of this Section shall be construed liberally in order to allow the Declarant and the Association, on behalf of the Subdivision and all Owners, the necessary flexibility to comply with all legal requirements with respect to stormwater management, including the execution of agreements regarding Stormwater Control Measures with the City, State, or other Persons, and the granting of easements to the City, State, or other Persons.

#### **ARTICLE IV** **Association**

**Section 1. The Association.** Declarant has caused or will cause the Association to be formed, and the Association does or will exist under its Articles of Incorporation and Bylaws. The Association is and shall be responsible for the maintenance of the Common Elements, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as are required by the Association under the Governing Documents or as the Board of Directors shall deem to be in the best interests of the Members or applicable portion of Members of the Association. The Association shall have all rights and

powers reasonably necessary to provide the services and perform the obligation and functions required of it by the Governing Documents.

**Section 2. Membership.** Every record Owner of a Lot is a Member of the Association, and by execution of the Declaration or by acceptance of a deed conveying to such Owner title to any Lot, each Owner consents to be a Member of the Association and to be subject to the terms of the Governing Documents. Membership shall be appurtenant to and may not be separated from ownership of the Lot. An Owner's membership in the Association automatically terminates whenever such person ceases to be an Owner, and Declarant shall be the Class B member at all times that Declarant owns at least one (1) Lot (Which may consist of any unsubdivided land owned by Declarant if Declarant owns no other Lots in the Property). Termination of membership shall not release or relieve any such Owner from any liability or obligation incurred under the Declaration during the period of such Owner's membership in the Association, nor impair any rights or remedies which the Association or any other Owner has with respect to such former Owner.

**Section 3. Classes of Membership Voting Rights.** The Association shall initially have two classes of voting membership, Class A and Class B, which shall be described as follows:

(a) **Class A Lots.** Class A Lots shall be all Lots except Class B Lots as defined below. Ownership of each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

(b) **Class B Lots.** Class B Lots shall be all Lots owned by Declarant which have not been conveyed to purchasers who are not affiliated with the Declarant, including those Lots annexed into the subdivision after execution of these covenants. The Declarant shall be entitled to five (5) votes for each Class B Lot owned by it.

**Section 4. Amendment.** Notwithstanding any other provisions contained herein, so long as Declarant owns any Lot, this Declaration, and/or the Bylaws of the Association, may not be amended without its written consent.

**Section 5. Board of Directors.** The Association shall be governed by a Board of Directors (the "Board") in accordance with the Bylaws. The initial Board of Directors shall consist of Danny Whaley, James Maides, and Steve Kellum. Notwithstanding any other provisions contained herein, the Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events occurs:

(a) Declarant no longer owns any Lot; or

(b) Declarant surrenders the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant.

**Section 6. Suspension of Membership Rights.** The membership rights of any member of the Association, including the right to vote, may be suspended by the Board of Directors pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such members obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the Member's Lot in favor of the Association for unpaid assessments or other obligations under the Governing Documents.

**Section 7. Rules and Regulations.** As part of the general plan of development for the Property, the Governing Documents establish a framework of affirmative and negative covenants, easements, and restrictions. Within that framework, the Declarant, Board, and Members need the ability and flexibility to supplement this Declaration with additional Rules and Regulations to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology. This section does not apply to the Board policies relating to use and operation of the Common Area adopted by the Board unless the Board in its discretion chooses to submit to such procedures. This section does not apply to administrative policies which the Board adopts to interpret, define, or implement the Rules and Regulations or other Governing Documents, nor does it apply to any Architectural Standards Guidelines.

All Owners and other Occupants of all portions of the Property and their guests and invitees shall abide by the Rules and Regulations. Compliance with the Rules and Regulations may be enforced in the same manner and to the same extent that this Declaration provides for enforcement of this Declaration, and any person determined by judicial action to have violated the Rules and Regulations shall be liable to the Declarant or Association or other applicable person for all damages and fines, including all costs incurred in seeking and enforcing applicable legal remedies, including reasonable attorneys' fees.

Subject to the terms of this section and Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may adopt, amend, modify, cancel, repeal, limit, create exceptions to, add to, or expand the Rules and Regulations. The Board shall give notice to each Owner concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Owners shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. During the Declarant Control Period, no action taken by the Board pursuant to this subsection shall be effective unless approved in writing by the Declarant.

Prior to any such action taken by the Board becoming effective, the Board shall give notice of the new rule or explanation of any changes to the Rules and Regulations to each Owner, which notice shall state the effective date of the action, which shall not be less than thirty (30) days following the date on which the action is taken by the Board. The Association shall provide to any requesting Owner (but not to more than one Owner of a Lot), without cost, one copy of the Rules and Regulations then in effect, together with the action taken by the Board. Additional copies may be provided by the Association upon payment of a reasonable charge as established

by the Board. The action taken by the Board shall become effective on the later of the 31<sup>st</sup> day after the action is taken by the Board or such later effective date specified in the notice, unless, prior to the effective date, Members representing more than fifty percent (50%) of the total number of votes in the Association disapprove such action at a meeting or in writing to the Board. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt, prior to the effective date of the action taken by the Board, of a petition of the Members as required by the Governing Documents for special meetings of the Association or a written request from the Declarant. Upon such petition of the Members or written request from the Declarant prior to the effective date of any Board action under this Section, the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

No action taken by the Board pursuant to this Section shall have the effect of modifying, amending, repealing, limiting, or expanding the Architectural Standards Guidelines or any provision of this Declaration or other Governing Documents. If the event of a conflict between the Rules and Regulations and the Architectural Standards Guidelines, this Declaration, or any other Governing Documents, the Architectural Standards Guidelines, this Declaration, or any other Governing Documents shall control.

All owners are hereby given notice that the use of their Lots and Dwellings is subject to the Rules and Regulations as modified from time to time. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of such Owner's Lot and Dwelling can be affected by this provision and that the Rules and Regulations may change from time to time.

Notwithstanding the foregoing, nothing in the Rules and Regulations shall conflict with or violate the following requirements:

(a) Similarly situated Owners shall be treated similarly, the determination of which Owners are similarly situated being in the reasonable judgment of the Declarant or Board, as applicable.

(b) The rights of the Owners to display religious and holiday signs (the word "signs" here including signs, banners, flags, symbols, decorations, and other displays) inside dwellings shall not be abridged, and no rules shall regulate the content of political signs; however, rules may regulate the number, size, time, place, and manner, and length of time, of posting or displaying such political signs that are located outside of or are visible from outside of the Dwelling.

(c) No rule shall alter the allocation of financial burdens among the various portions of the Properties or rights to use the Common Areas to the detriment of any Owner over that Owner's objection expressed in writing to the Association. The foregoing shall not prevent the Association from changing the Common Areas available, from adopting generally applicable rules for use of the Common Areas, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common

Areas, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in this Declaration.

(d) No rule shall prohibit leasing that is consistent with the terms of this Declaration, and no rule shall require the consent of the Association or Board for leasing or transfer of any Dwelling or Lot.

(e) No rule shall require an Owner to dispose of personal property that was in a Dwelling or on a Lot prior to the adoption of such rule if such personal property was in compliance with all rules previously in force. This exemption shall apply only during the period of such Owner's ownership of the Lot and shall not apply to subsequent Owners who become Owners after adoption of the rule.

(f) Without the consent of the Declarant, no rule or action by the Board or Members shall restrict, impair, prohibit, exclude, impede, interfere with, or in any way adversely affect any rights of the Declarant.

The limitations in subsections (a) through (f) shall only limit the rule making authority exercised under this Section; they shall not apply to other Sections and provisions of this Declaration.

**Section 8. Right to Use Management Company.** Notwithstanding any other provision of this Declaration, the Declarant, during the Declarant Control Period, or the Board, after the Declarant Control Period has ended, may contract with a Management Company as provided in the North Carolina General Statutes to manage the affairs of the Association and enforce this Declaration.

## ARTICLE V

### **Design and Architectural Control**

**Section 1. Architectural Standards Committee.** For the purposes of this Article, the Declarant shall function as the Architectural Standards Committee (the "Committee") so long as Declarant is a Class B Member of the Association. After the termination of the Declarant's Class B Membership, the Board of Directors of the Association shall establish the Committee, which shall initially consist of three (3) members, by appointing the members of the Committee to carry out the functions set forth in this Article. Members of the Committee may be appointed to or removed from the Committee at any time for any reason by the Board.

**Section 2. Architectural Standards Guidelines.** The Committee shall prepare and promulgate Architectural Standards Guidelines (the "Guidelines"), which may contain general provisions applicable to all of the Property. The Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Committee in considering plans and specifications. The Guidelines are not the exclusive basis for decisions of the Committee and compliance with the Guidelines may not be guarantee approval of any plan or specification. Declarant shall have sole and full authority to amend the Guidelines during the Declarant Control Period, and upon termination of the Declarant Control Period, the Board of

Directors shall have the authority to amend the Guidelines or to authorize the Committee to make such amendments as the Board of Directors may approve.

**Section 3. General Guidelines.**

(a) **Reservations.** The Declarant reserves the right to change, alter, or redesignate roads, pedestrian easements, utility and drainage facilities, and such other present and proposed amenities or facilities as may, in the sole judgment of the Declarant be necessary or desirable.

(b) **Variances.** The Committee shall be empowered to allow adjustments of the conditions and restrictions stated herein in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided, however, that such is done in conformity to the intent and purposes hereof, and provided, also, that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.. The Committee may provide for rules and procedures regarding how Variances may be requested and under what circumstances Variances may be granted or denied in the Guidelines.

(c) **Development Concept.** It is the express intention of the Declarant to maintain in this residential community a uniform plan of development that will blend with and not detract from the natural environment with respect to design, type, and general appearance of the structures to be erected on the lots. Owners are encouraged to have their architects contact the Committee prior to any costly design work for concept guidelines pertaining to the residential community.

(d) **Submission and Approval of Plans.** Any proposed Site Plans, Grading Plans, Building Plans and Specifications, Exterior Colors and Finishes, and Construction Schedules must be submitted to and approved by the Committee as provided in the Guidelines. The Committee's Architectural Control shall be absolute and in its sole discretion; the Committee may require modifications of plans based on solely aesthetic considerations, or any offsite considerations. The Committee's approval is required for any improvement including but not limited to location and construction of individual boat slips, driveways, outbuildings, and fences.

Without the prior written consent of the Committee, no changes or deviations in or from such plans or specification as approved shall be made. No alterations in the exterior appearance of any building or structure, or in the grade, elevation, or physical characteristics of any lot shall be made without like approval by the Committee. Failure to obtain the Committee's approval of any plans as provided in the Guidelines, to adhere to any approved plan, or to obtain the Committee's approval of any changes or derivations in or from an approved plan shall be considered a violation of these covenants.



**Section 4. Pier and Boat Dock Design and Location.** The design and location of all piers, docks and pilings for pedestrian and boat docking use shall be subject to the approval and absolute discretion of the Declarant during the Declarant Control Period, and thereafter the Committee, subject to the requirements of any laws or ordinances promulgated by any government body.

**ARTICLE VI**  
**Covenant for Maintenance Assessments**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges which are Common Expenses, and (2) special assessments for any purpose and (3) to the appropriate governmental taxing authority, a pro rata share of ad valorem taxes or assessments for any Common Areas, including roads, if the Association shall default in payment thereof. The annual and special assessments, together with interest and costs, and reasonable attorneys' fees for collections, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest at the highest rate allowed under the laws of the State of North Carolina, costs, and reasonable attorneys' 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 the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Annual Assessments.** The annual assessments levied by the Association shall include, but not be limited to, the uses as follows:

(a) to maintain all roads constructed within the Common Areas to the standard of maintenance which would be required by the State of North Carolina before it would accept such roads for maintenance; provided that this provision does not require that the width of the road rights-of-way be the width required as set forth before such roads would be accepted by the State of North Carolina for maintenance;

(b) to maintain all access easements in the Common Areas in an easily passable condition, free from fallen trees, undergrowth, and other obstructions; and to keep all dead, diseased, or decaying trees, shrubs, and bushes removed from such areas and to replace such items with new trees, shrubs, and bushes;

(c) to maintain all drainage easements in the Common Areas to prevent flooding;

(d) to keep the Common Areas and the drainage and access easements free of pollution and natural debris;

(e) to keep all amenities in the Common Areas clean and free from debris and to maintain all amenities in an orderly condition, and to maintain the landscaping therein

in accordance with the highest standards for a private residential community including any necessary removal and replacement of landscaping;

(f) to provide such security services as may be deemed reasonably necessary for the protection of the Common Areas from theft, vandalism, fire, and damage from animals;

(h) to pay all ad valorem taxes levied against the Common Areas and any property owned by the Association;

(i) to pay the premiums on all hazard insurance carried by the Association on the Common Areas and all public liability;

(j) to pay all legal, accounting, and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws; and

(k) to accumulate and subsequently maintain a contingency reserve equal to 10% of the sum of the amounts described in subsections (a) through (j) above in order to fund unanticipated expenses of the Association.

**Section 3. Minimum Annual Assessment.** The initial minimum annual assessment shall be \$700.00 per year. Assessments shall commence beginning the first day of the month following conveyance of the Common Area to the Association. So long as there exists Class B Lots, the Declarant shall pay no dues or assessments.

The Owners of any Lots connected to the Community Septic System, including Lots 49-50 as shown on the Subdivision Map, shall be required to pay in addition to the initial assessment a pro-rata share of any costs associated with the community septic system (the "Septic Assessment"). The Septic Assessment shall be calculated by dividing the full cost of maintaining and repairing the community septic system the number of lots connected to the community septic system. Any amounts paid as part of the Septic Assessment which are not used in a given fiscal year for the maintenance and upkeep of the community septic system shall be carried over to the following fiscal year and used to offset the costs of maintenance and upkeep for the community septic system.

**Section 4. Collection of Assessments.** The annual assessments levied by the Association shall be collected as follows:

(a) the first pro rata payment of the balance of the current year assessment shall be due and payable beginning on the day of closing. The Board of Directors shall fix the amount of the assessment against each lot at least thirty (30) days in advance of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments be paid in pro rata monthly installments, quarterly installments, semi-annually installments, as well as annually. The Association shall, upon demand, and for a reasonable charge, furnish a

certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

(b) from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the minimum annual assessment may be increased each year not more than fifteen percent (15%) above the minimum annual assessment for the previous year without a vote of the membership. Additionally, the Septic Assessment may be increased upon the same terms as provided herein for the minimum annual assessment.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the minimum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose. Additionally, the Septic Assessment may be increased upon the same terms as provided herein for the minimum annual assessment. Except, however, increases attributable solely to the annexation of new areas, including new Common Areas, shall not be subject to this limitation.

**Section 5. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for any purpose, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of the Members.

**Section 6. Notice and Quorum for Actions Authorized Under Sections 4 and 5.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 and 5 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the presence of Members or proxies entitled to cast fifty-one percent (51%) of all the votes of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called, subject to the same notice requirement, and there shall be no required quorum at this subsequent meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid when due shall be delinquent. The assessment shall bear interest from the due date at the rate established by the Board of Directors of the Association, or if not set by the Board, at the maximum rate allowed by law, together with such late fees as may be set by the Board. The Association shall file a lien of record against any Lot where there remains an assessment unpaid for a period of thirty (30) days or longer. Said lien shall be filed in the Office of the Clerk of Superior Court of Carteret County in a manner provided therefor in the North Carolina General Statutes. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Area or abandoning his Lot. The Association may take legal action to enforce the lien in any manner prescribed by the North Carolina General Statutes, including but not limited to bringing an action at law against the Owner personally obligated to pay any assessments and interest, or foreclosing on the lien in like

manner as a mortgage on real estate under power of sale under Chapter 45 of the North Carolina General Statutes.

Costs and reasonable attorneys' fees for the prosecution of any such action or foreclosure proceeding shall be added to the amount of such assessment, and any and all fees, charges, late charges, fines, and interest may also be added to the amount of such assessment.

**Section 8. Effect of Default in Payment of Ad Valorem Taxes of Assessments for Public Improvement by Association.** Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien subject to the lien of the governmental authority levying said ad valorem taxes on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on a Lot or any mortgage or deed of trust to the Declarant. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors may in its sole discretion, determine such unpaid assessments to be an annual or a special assessment, as applicable, collectable pro-rata from all Owners including the foreclosure sale purchaser. Such pro-rata portions are payable by all Owners notwithstanding the fact that such pro-rata portions may cause the annual assessment to be in excess of the maximum permitted under Section 4. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

**Section 10. Rights of Mortgagees.** A holder or insurer of a mortgage, upon written request to the Association (such request to state the name and address of such holder or insurer and the description of secured properties) will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or Lot securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot upon which it holds a mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed amendment to the project instruments effecting a change in the boundaries of any Lot, ownership of Common Elements, if any, the number of votes in the Association pertaining to any Lot or any proposed change in the restrictions on the Property.

## **ARTICLE VII**

### **General Use Restrictions**

**Section 1. Residential Use.** No structure, except as hereinafter provided, shall be erected, altered, placed, or permitted to remain on any residential lot other than a detached single-family dwelling. No building or other structure, or part thereof, at any time situated on such residential lots shall be used as a professional office, charitable or religious institution, business or manufacturing purpose, or for any use whatsoever other than residential and dwelling purposes as aforesaid; and no duplex residence or apartment house shall be erected or placed on or allowed to occupy such residential lots and no building shall be altered or converted into a duplex residence or apartment unit thereon. Notwithstanding the foregoing, during the Declarant Control Period, the Declarant and any Builder (so long as the Builder owns or has the right to buy any Lot from Declarant), or such other Person with Declarant's consent, may maintain model homes, sales offices, and temporary construction trailers and other improvements and facilities within the Properties for the purpose of conducting business related to the development, improvement, and/or sale or marketing of any part or all of the Properties, including the sale and marketing of Lots. Additionally, the Owner of any Lot may use a portion of a building located on such Lot as a home office, provided that such use does not create a regular customer, client, or employee traffic to and from such Lot, and no sign, logo, symbol, or nameplate identifying any business is displayed anywhere on such Lot.

**Section 2. Nuisances.** No noxious, offensive, or illegal activity shall be carried out on or conducted upon any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

**Section 3. No Timesharing.** No Dwelling on the Property shall be used for operation of a timesharing, fraction-sharing, or similar program whereby the right to use or occupancy of the Dwelling rotates among participants in the program on a fixed or floating time schedule over any period of time.

**Section 4. Rentals.** No Lot Owner shall lease any Lot or any improvement located thereon for any period shorter than 12 months in a single rental term. No lot or improvement located thereon shall be used for short-term rentals, vacation rentals, or for any other rental period which is less than 12 months in a single rental term. Notwithstanding the foregoing, Lot 24 as shown on Exhibit A may be used for short term rentals or vacation rentals.

**Section 5. Flags.** No flags other than the national flag of the United States of America, the state flag of North Carolina, or the flag of any military branch of the United States

Military (Army, Navy, Marines, Air Force, Coast Guard, Space Force) shall be permitted to be flown or hung on any lot. Any flag displayed shall be (i) no greater in size than four feet by six feet (4' x 6'), (ii) displayed in accordance with or in a manner consistent with the customs set forth in 4 U.S.C. §§ 5-10, as amended, and (iii) displayed only on individual Lots, not in Common Areas, easements, and or rights-of-way. Notwithstanding the foregoing, no yard mounted flag pole shall be installed upon any Lot.

**Section 6. Signs.** No signs shall be permitted to be placed, hung, or otherwise displayed on any Lot that is larger than 24 inches by 24 inches (24" x 24") in size. Signs placed upon any Lot shall not display any vulgar, obscene, or undesirable language or imagery, and shall not advertise or solicit for any business, enterprise, or organization. Display of political signs shall be permitted subject to the restrictions and requirements contained in North Carolina General Statute § 47F-3-121(2). Furthermore, nothing herein shall be construed to prevent any Builder who currently owns or is contracted to develop any Lot from displaying a sign on that Lot, or to prevent any Owner from displaying a sign for any home security service whose system is installed upon that Lot, provided that those signs comply with the size requirement stated above.

**Section 7. Exterior Antennae, Satellite Dishes, and Aerials.** No exterior radio and television aerials and satellite dishes for reception of commercial broadcasts shall be permitted in the Subdivision.

**Section 8. Animals and Pets.** No animals of any kind shall be raised, bred, or kept on any Lot or in any Dwelling Unit or in the Common Areas, except that two dogs, two cats or one of each may be kept in a Dwelling, subject to the Rules and Regulations, provided that any such household pet is not kept, bred or maintained for any commercial purpose, and that it is kept subject to the Rules and Regulations of the Association. Dogs, cats or other household pets must be kept within the confines of the Owner's Dwelling or within a fence and/or electric fence upon any Lot, except when being held on hand leash by the pet owner of the animal. No Lot Owner shall install a fence and/or electric fence on any portion of the Common Area without the prior written consent of the Board. No pet may be "staked", housed, tied up or otherwise left in any Common Area. A Lot Owner shall be responsible for cleaning up after his household pet. Notwithstanding the above, the Association shall have the right to promulgate Rules and Regulations pertaining to the size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pets. Additionally, the right of an occupant to maintain an animal in a Dwelling shall be subject to termination if the Board in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Subdivision or occupants. No doghouse or other structure used or intended for the housing or keeping of animals may be constructed, placed or maintained on any part of the Common Areas. Owners shall be solely and absolutely liable for the acts of any pet kept on their Lot.

**Section 9. Swimming Pools.** Outdoor swimming pools, hot tubs, Jacuzzis, and other similar facilities may be located in the rear of a Lot only after Committee approval, and shall be screened and fenced so as not to be generally visible from adjoining lots, easements or common areas. All such improvements shall be subject to approval and compliance with all governmental

laws and regulations. Notwithstanding the foregoing, in no case shall an above ground pool be located or installed upon any Lot.

**Section 10. Construction Guidelines.**

(a) **Dwelling Sizes.** Dwellings located upon all Interior Lots shall not be less than 1,800 heated square feet in size. This size requirement shall not apply to any detached garages or outbuildings.

(b) **Dwelling Height.** No Dwelling shall be more than three and one-half stories tall, inclusive of the bottom floor of said Dwellings. This height requirement shall additionally apply to any other improvements built within the Development. Notwithstanding the foregoing, no Dwelling or improvement shall be permitted to measure more than forty (40) feet in height as measured from the lowest point of contact with the ground to the highest point of the Dwelling or improvement, excepting and excluding from that measurement any raised chimneys.

(c) **Fences.** Fences may be placed upon any lot, subject to the restrictions contained herein. Fences placed upon any Interior Lots, and shall be limited to a maximum height of five (5) feet and may only be constructed of aluminum or white vinyl. No fence may be located upon any Lot closer to the street right-of-way than the rear of the Dwelling located on said Lot and no closer to the street right-of-way than the minimum building line on any corner lot. Along any side or rear lot line which adjoins another Lot's side or rear lot line, no fence may be built within two (2) feet of said lot lines. In any event, no fence shall be placed upon any Lot without prior approval from the Committee.

The Owner of any Lot with a fence along a Lot line adjoining a neighboring Lot shall have the right of access over the neighboring Lot for the purpose of maintenance, upkeep, repair, and modification of said fence. The space in between fences located between adjoining lots shall be maintained by the Lot Owners of those Lots. Grass shall not be allowed to grow higher than six (6) inches in the space between fences located on any adjoining lots. If said Lot Owners fail to reasonably maintain the areas between their fencing and lot line, the Association may in its sole discretion take action as provided in Article VII, Section 21 to enter upon that Lot and provide for the maintenance of said space between any fence and a lot line.

(d) **Underground Utility Requirements.** All electric transmission or service lines within the perimeter bounds of any Lot, Common Area, or easement shall be installed beneath the surface of the ground.

(e) **Adequate Drainage Requirements.** It shall be the obligation of the Lot Owner to provide adequate drainage of his or her lot to the end that the property or properties adjacent to said lot shall not be subjected to other than the natural flow of drainage presently existing. It shall also be the obligation of the lot owners to provide, install, and maintain adequate culverts or drainage pipes beneath his or her driveway as it

crosses the street right-of-way in order that the natural flow of drainage will not at any time be blocked along the street right-of-way. The size of such drainage pipe shall be determined by the Association, or the appropriate municipal regulatory authorities.

All improvements constructed must have gutters to collect rain runoff off roofs and flat areas. All runoff and drainage must be directed to flow towards the streets, and shall not be allowed to flow towards the waterfront. There shall be no drainage or runoff from heat pumps, pools, showers or other improvements or facilities located on any lot which shall be allowed to run into or towards the waterfront.

**(g) Window Air Conditioning Units.** No window air conditioning unit shall be installed upon any improvement.

**(h) Outbuildings.** Any buildings which are not attached to the Dwelling located upon any Lot shall be site built, and shall be constructed of the same exterior materials, colors, and design as said Dwelling. Said outbuildings shall only be located in the rear yard of any Lot no closer to the street right-of-way than the rear of the Dwelling located upon said Lot.

**Section 11. Sight Distances at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (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 twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') 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 intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**Section 12. Parking.** Parking by any vehicle shall only be allowed upon concrete driveways located upon any Lot. No vehicle shall be parked in any yard, or in any street right-of-way. No vehicle without a current inspection sticker, vehicle with a Gross Vehicle Weight ("GVW") of over 5,000 lbs. empty, camper trailer, motor home, or bus shall be parked for more than twenty-four (24) hours consecutively on any Lot except in an enclosed garage; provided however, guests of an owner may park such vehicle for a period not to exceed seven (7) days each calendar year. No pleasure boat on its trailer or any boat trailer by itself shall be parked on any Lot for more than twenty-four (24) hours consecutively, and must be parked only upon a concrete driveway. No automobile(s), other vehicle(s), motorcycle(s), trailer(s), or other similar items shall be repaired or placed "on blocks" or stands except in an enclosed garage.

**Section 13. Prohibited 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 temporary 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.



**Section 14. Street Lighting Agreement.** The Declarant reserves the right to subject the Properties 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 of which may require an initial payment and/or continuing monthly payments to an electric utility company by each Lot Owner.

**Section 15. Trash Collection Agreement.** The Declarant reserves the right to subject the Property to a contract with a trash collection service for all Lots, which may require an initial payment and/or continuing monthly payments to a trash collection company by each Lot Owner.

**Section 16. Hazardous Activities.** Nothing shall be done or kept on any lot or in the Common Area which shall increase the rate of insurance on the Common Area or any other lot without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept on his lot or in the Common Area which would result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law.

**Section 17. Play Equipment.** Recreational and playground equipment shall not be placed on the front or side yard of any Lot nor in the rear of any Lot adjacent to the Common Areas without prior written consent of the Committee. Materials, colors, and other specifications shall be as provided in the Guidelines and otherwise as approved by the Committee.

**Section 18. Window Treatments.** Except as may be otherwise approved in accordance with the Guidelines, all window treatments (which include curtains and other window coverings) visible from the outside of a Lot shall be white or off-white in color. No bed sheets, towels, newspaper, tinfoil, or similar materials may be used as window treatments.

**Section 19. Wetlands.** Portions of the Property may be or have been determined to meet legal requirements for designation as a regulatory wetland. Notwithstanding anything to the contrary that may appear herein, any subsequent fill or alteration of this wetland shall conform to the requirements of state wetland rules adopted by the State of North Carolina in force at the time of the proposed alteration. The intent of this restriction is to prevent additional wetland fill, so the property owner should not assume that a future application for fill will be approved. The property owner shall report the name of the subdivision, in any application pertaining to wetland rules. This covenant is intended to ensure the continued compliance with wetland rules adopted by the State of North Carolina therefore benefits may be enforced by the State of North Carolina. This covenant is to run with the land and shall be binding on all parties and all persons claiming under them.

**Section 20. Exclusion for the Declarant.** Notwithstanding any other provision of this Declaration or any other Governing Documents, Declarant, during the Declarant Control Period, and the Board, after the termination of the Declarant Control Period, has the right to waive any one or more of the provisions of this Article with respect to construction or maintenance of any improvement in the Properties, except that there shall be no waivers with respect to soil erosion controls and any requirements of the laws and ordinances of the State of North Carolina, the County of Carteret, or the Town of Cedar Point. Any such waiver granted by the Declarant

during the Declarant Control Period shall be binding upon the Board after the Declarant Control Period has ended.

**Section 21. General Owner Responsibility.** Except where the Association has the express obligation to do so, each Owner shall maintain and keep in good repair all landscaping and yard maintenance not otherwise the responsibility of the Association, as well as all other exterior portions of the Lot, including windows, exterior lighting, painting, roofing, stoops, patios, porches, decks, and all structures, driveways, parking areas, and any other improvements comprising the Lot in a manner consistent with the scheme of development, community wide standards, and all Governing Documents. Owners shall keep their Lot free from all litter, trash, and refuse. In the even the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible, the Association shall, except in emergency situations, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary. The Owner shall have thirty (30) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or in the even that such maintenance, repair, or replacement is not capable of completion within a thirty (30) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply wit the provisions herein, the Association may provide such maintenance, repair, or replacement and all costs thereof shall be assessed against the Owner as a specific assessment. In an emergency situation, the Association may perform the necessary maintenance, repair, or replacement without any prior notice to the Owner responsible for such maintenance, repair, or replacement, and such Owner shall be liable for the costs thereof.

## ARTICLE VIII Disclosures and Waivers

**Section 1. Construction Activities.** Owners and other persons are placed on notice that Declarant, Builders, and/or their respective agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, may from time to time conduct activities related to construction and development within the Property.

**Section 2. Liability for Association Operations.** The Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant, its successors and assigns, and its shareholders, directors, officers, partners, members, managers, agents, and employees from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and costs of court, arbitration, or mediation, and whether or not suit is instituted, including those incurred in establishing the right to be indemnified, defended, and held harmless pursuant hereto), which relate to or arise out of Association management and operations, including without limitation, improvement, maintenance, and operation of Common Elements and the collection of assessments.

**Section 3. View Impairment.** None of Declarant, any Builder, or the Association guarantee or represent that any view from, over, or across any portion of the Property will be preserved without impairment. None of Declarant, any Builder, or the Association shall be obligated to relocate, prune, or thin trees or other landscaping except as otherwise required under a separate covenant or agreement, if any. The Association (with respect to the Common Elements) has the right to add or remove trees and other landscaping to and from the Common Elements, subject to any legal requirements. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

## **ARTICLE IX**

### **Miscellaneous Provisions**

**Section 1. Enforcement.** The Association or any Lot Owner may enforce these covenants, conditions, and restrictions. Enforcement of these covenants, conditions, and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate ("Violating Party") any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants. In addition to all other amounts due on account of said violation or attempted violation, the Violating Party shall be liable to the parties enforcing the covenants and/or restrictions of this Declaration (the "Enforcing Parties") for all reasonable attorney's fees and court costs incurred by the Enforcing Parties. Failure or forbearance by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any lawsuit filed to enforce this Declaration by injunction or restraint, there shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants, conditions or restrictions cannot be adequately remedied by action at law or by recovery of damages.

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

**Section 3. Titles.** The titles, headings, and captions which have been used throughout the Declaration are for convenience only and are not to be used in construing the Declaration or any part thereof, except as necessary with respect to any cross-referencing of any provisions of the Declaration.

**Section 4. Number and Gender.** Whenever the context of the Declaration requires, the singular shall include the plural and one gender shall include all.

**Section 5. No Exemption.** No Owner may become exempt from any obligations imposed hereby by non-use or abandonment of the Common Elements or any Lot owned by such Owner.

**Section 6. Subdivision of Lots.** No lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Association.

**Section 7. Consent.** Except as otherwise may be specifically required by the Governing Documents or Legal Requirements, where the consent of the Owner of a Lot is necessary, and such Lot is owned by more than one Person, the consent of any one of such Owners is sufficient.

**Section 8. Conflicts.** If there is any conflict between the provisions of this Declaration, and any amendment or supplemental declaration hereafter recorded, the Articles and Bylaws of the Association, the provisions of this Declaration shall control. If there is any conflict between the Articles and the Bylaws of the Association, the Articles shall control. To the extent that any governmental law, ordinance, or regulation requires a more restrictive standard than the standards set forth in this Declaration, said governmental law, ordinance, or regulation shall control.

**Section 9. Assignment by Declarant.** If the Declarant shall transfer or assign the development of the Development or if it shall be succeeded by another in the development of the Development, then such transferee, assignee, or successor shall be vested with the several rights, powers, privileges, or authorities given said Declarant by any part or paragraph hereof. The foregoing provisions of this paragraph shall be automatic, but the Declarant may execute such instrument as it shall desire to evidence the vesting of the several rights, powers, privileges, and authorities in such transferee, assignee, or successor. In the event the Declarant contemplates or is in the process of dissolution, merger or consolidation, the Declarant may transfer and assign to such person, firm or corporation as it shall select any and all rights, powers, privileges, and authorities given the Declarant by any part or paragraph hereof, whether or not the Declarant shall also transfer or assign the development of such subdivision or be succeeded in the development of such subdivision. In the event that at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, privileges, and authorities given said Declarant under the provisions hereof, such rights, powers, privileges and authorities shall be vested in and exercised by the Association to be elected or appointed by owners of a majority of the lots of said land. In such event, the Association shall then have the same rights, powers, privileges, and authorities as are given to the Declarant by any part or paragraph hereof. Nothing herein shall be constructed as conferring any rights, powers, privileges, and authorities in said Association except in the event aforesaid.

**Section 10. Costs and Attorneys' Fees.** In any action to enforce the provisions of this Declaration or the Governing Documents, the prevailing party shall be entitled to recover their costs of litigation and their reasonable attorneys' fees.

**Section 11. Marketable Title Act.** It is the intention of the Declarant that the Declaration exist and continue until terminated as provided herein, and that it constitute an exception to any automatic termination or expiration provision that might be applicable under the Real Property Marketable Title Act as contained in Chapter 47B of the North Carolina General Statutes, or under any successor or replacement statute or any other Legal Requirement that would or could terminate the Declaration other than in the manner provided for termination herein. Accordingly, the Association, in its discretion, may re-record in the Registry the Declaration or some memorandum or other notice hereof in order to continue the Declaration in

full force and effect and/or to qualify the Declaration as an exception to any such automatic termination or expiration provision of the Real Property Marketable Title Act or any other Legal Requirement.

**Section 12. Amendment.** This Declaration is subject to being altered, modified, cancelled, or changed at any time as to the Development as a whole or as to any Lot or part thereof as follows:

(a) During the Declarant Control Period, the Declarant or the Declarant's assignee may amend this Declaration without the consent of any other party by written document executed by the Declarant and recorded in the Carteret County Registry.

(b) During the Declarant Control Period, this Declaration may be amended by the Owners of not less than ninety percent (90%) or more of the lots by written document executed by said ninety percent (90%) of the Lot Owners and recorded in the Carteret County Registry.

(c) Upon the termination of the Declarant Control Period, this Declaration may be amended by written document executed by not less than seventy-five percent (75%) of the Lot Owners and recorded in the Carteret County Registry.

**Section 13. Remedies Against Violations.** The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person claiming under the Declarant shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the Declarant, or any person or persons owning any residential lot on said land: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restrictions for the purpose of preventing such violation, provided however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law. Without limiting the foregoing provisions of this paragraph, enforcement of these covenants and restrictions shall be made by the Association, of which every record owner of a fee or undivided fee interest in any lot shall be a member.

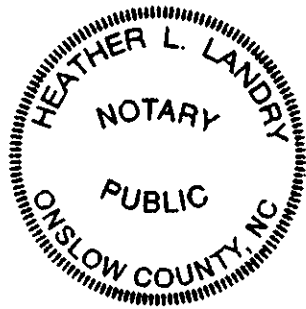
**Section 14. Entry.** The Association reserves for itself, its successors and assigns, and its agents the right to enter upon any residential lot, for the purpose of performing any of the Association's maintenance or repair obligations under this Declaration, and for mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, or for the purpose of building or repairing any land contour or other earthwork, which in the opinion of the Association detracts from or is necessary to maintain the overall beauty, ecology, setting and safety of the property. Such entrance shall not be deemed a trespass. The Association and its agents may likewise enter upon any lot to remove any trash which has collected without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not, however, be construed as an obligation on the part of the Association to undertake any of the foregoing.

**Section 15. Term.** Unless earlier terminated, the covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years.

**Section 16. Dissolution of the Association.** The Association may be dissolved by a written termination agreement executed by more than eighty percent (80%) of the votes of the Members of the Association, and recorded in Carteret County Registry. Notwithstanding the foregoing, during the Declarant Control Period, the Association may not be dissolved or terminated without the consent of the Declarant.

IN WITNESS WHEREOF Declarant has caused this declaration to be executed by their authorized person on this the 23 day of March, 20 22.

CEDAR POINT DEVELOPERS, LLC



BY: Steven Kellum  
Name: STEVEN KELLUM  
Title: MEMBER

STATE OF North Carolina  
COUNTY OF Onslow

I, a Notary Public of the State and County aforesaid, certify that Steven Kellum personally appeared before me this day and acknowledged that he/she executed the foregoing document for the purposes stated therein and in the capacity indicated

Witness my hand and official seal, this the 22, day of March, 20 22.

Heather L. Landry  
Notary Public

My Commission Expires: July 14, 2022

**EXHIBIT A**  
(Description of the Property)

**Being all of that property shown on that plat of record entitled "Bridge View Section I" prepared by Tidewater Associates, Inc., dated January 25, 2022 and recorded in Map Book 34, Page 386, Carteret County Registry.**

**EXHIBIT B**



Bridge View  
Lot BUA Chart - July 2021

Lot #	Permit BUA	ORW?
1	4700	N
2	4700	N
3	4700	N
4	4700	N
5	4700	N
6	4700	N
7	4700	N
8	4700	N
9	4700	N
10	4700	N
11	4700	N
12	4700	N
13	4700	N
14	4700	N
15	4700	N
16	4700	N
17	4700	N
18	4700	N
19	4700	N
20	4700	N
21	4700	N
22	3700	Y
23	3700	Y
24	12000	Y
25	3700	Y
26	3700	Y
27	3700	Y
28	3700	Y

Lot #	Permit BUA	ORW?
29	3700	Y
30	3700	Y
31	4500	Y
32	4500	Y
33	4500	Y
34	4500	Y
35	3700	Y
36	3700	Y
37	3700	Y
38	3700	Y
39	3700	Y
40	3700	Y
41	3700	Y
42	3700	Y
43	3700	Y
44	3700	Y
45	3700	Y
46	3700	Half
47	4700	N
48	4700	N
49	4700	N
50	4850	N
51	4700	N
52	4700	N
53	4700	N
54	4700	N
55	4700	N
56	4700	N

Lot #	Permit BUA	ORW?
57	4700	N
58	4700	N
59	4700	N
60	4700	N
61	4700	N
62	4700	N
63	4700	N
64	4700	N
65	4700	N
66	4700	N
67	4700	N
68	4700	N
69	4700	N
70	4700	N
71	4700	N
72	4700	N
73	4700	N
74	4700	N
75	3700	Y
76	3700	Y
77	3700	Y
78	3700	Y
79	3700	Y
80	3700	Y
81	3700	Y
82	3700	Y
83	3700	Y

**ORW Area:**

Total Project	
Area in ORW:	702897 SF
Roads in ORW:	33661 SF
Future in ORW:	6613 SF
Lots in ORW:	135450 SF
<b>Total BUA in ORW:</b>	<b>175724 SF</b>

25.0 % imperv.

**Overall:**

Total Property:	1995410 SF
(-) Coastal Wetlands:	60197 SF
<b>Total Project Area</b>	<b>1935213 SF</b>
Roads and Mail Kiosk:	101260 SF
Future:	14081 SF
Lots:	367750 SF
<b>Total BUA:</b>	<b>483803 SF</b>

25.0 % imperv.

EXHIBIT C

**Operations & Maintenance Agreement**

**Project Name:** Bridge View  
**Project Location:** Cedar Point

Cover Page

Maintenance records shall be kept on the following SCM(s). This maintenance record shall be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired, or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the pollutant removal efficiency of the SCM(s).

The SCM(s) on this project include (check all that apply & corresponding O&M sheets will be added automatically):

Infiltration Basin	Quantity: 4	Location(s):
Infiltration Trench	Quantity:	Location(s):
Bioretention Cell	Quantity:	Location(s):
Wet Pond	Quantity:	Location(s):
Stormwater Wetland	Quantity: 1	Location(s):
Permeable Pavement	Quantity:	Location(s):
Sand Filter	Quantity:	Location(s):
Rainwater Harvesting	Quantity:	Location(s):
Green Roof	Quantity:	Location(s):
Level Spreader - Filter Strip	Quantity:	Location(s):
Proprietary System	Quantity:	Location(s):
Treatment Swale	Quantity:	Location(s):
Dry Pond	Quantity:	Location(s):
Disconnected Impervious Surface	Present: No	Location(s):
User Defined SCM	Present: No	Location(s):
Low Density	Present: No	Type:

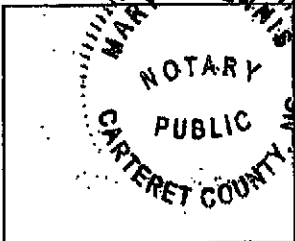
I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed for each SCM above, and attached O&M tables. I agree to notify NCDEQ of any problems with the system or prior to any changes to the system or responsible party.

Responsible Party: Steven Kellum  
 Title & Organization: Managing Member, Cedar Point Developers, LLC  
 Street address: 166 Center St  
 City, state, zip: Jacksonville, NC 28546  
 Phone number(s): 910-938-5900  
 Email: \_\_\_\_\_

Signature: *Steven Kellum* Date: 8-4-2021

I, Mary K. Dennis, a Notary Public for the State of NC  
 County of Carteret, do hereby certify that Steven Kellum  
 personally appeared before me this 4th day of August, 2021 and  
 acknowledge the due execution of the Operations and Maintenance Agreement.

Witness my hand and official seal, Mary K. Dennis, Notary Public



Seal My commission expires 10-24-22

### Infiltration Basin Maintenance Requirements

Important operation and maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the infiltration basin. No portion of the infiltration basin will be fertilized after the initial fertilization that is required to establish the vegetation. Lime may be allowed if vegetation is planted on the surface of the infiltration basin and a soil test shows that it is needed.
- The vegetation in and around the basin will be maintained at a height of four to six inches.

After the infiltration basin is established, it will be inspected quarterly and within 24 hours after every storm event greater than 1.0 inches (or 1.5 inches if in a Coastal County). Records of operation and maintenance shall be kept in a known set location and shall be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How to remediate the problem:
The entire infiltration basin	Trash/debris is present.	Remove the trash/debris.
The grass filter strip or other pretreatment area	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, plant ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Sediment has accumulated to a depth of greater than three inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
The flow diversion structure (if applicable)	The structure is clogged.	Unclog the conveyance and dispose of any sediment in a location where it will not cause impacts to streams or the SCM.
	The structure is damaged.	Make any necessary repairs or replace if damage is too much for repair.
The inlet device	The inlet pipe is clogged (if applicable).	Unclog the pipe and dispose of any sediment in a location where it will not cause impacts to streams or the SCM.
	The inlet pipe is cracked or otherwise damaged (if applicable).	Repair or replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary and provide erosion control devices such as reinforced turf matting or riprap to avoid future erosion problems.
	Stone verge is clogged or covered in sediment (if applicable).	Remove sediment and clogged stone and replace with clean stone.
The basin	More than four inches of sediment has accumulated.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion of the basin surface has occurred or riprap is displaced.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Water is standing more than three days after a storm event.	Replace the top few inches of soil to see if this corrects the standing water problem. If not, consult an appropriate professional for a more extensive repair.

<b>Infiltration Basin Maintenance Requirements (continued)</b>		
<b>SCM element:</b>	<b>Potential problem:</b>	<b>How to remediate the problem:</b>
<b>The embankment</b>	Shrubs or trees are growing on the embankment.	Remove shrubs and trees immediately.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make needed repairs immediately.
<b>The outlet device</b>	Clogging has occurred.	Clean out the outlet device and dispose of sediment in a location where it will not cause impacts to streams or the SCM.
	The outlet device is damaged	Repair or replace the outlet device.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Repair the damage and improve the flow dissipation structure.
	Discharges from the infiltration basin are causing erosion or sedimentation in the receiving water.	Contact the local NCDEQ Regional Office.

**Stormwater Wetland Maintenance Requirements**

**Important operation and maintenance procedures:**

- Immediately following construction of the stormwater wetland, conduct bi-weekly inspections and water wetland plants bi-weekly until vegetation becomes established (commonly six weeks).
- Before and immediately after plant installation, monitor water level and adjust to ensure that plants are not completely inundated.
- No portion of the stormwater wetland will be fertilized after the initial fertilization that is required to establish the wetland plants.
- Stable groundcover will be maintained in the drainage area to reduce the sediment load to the wetland.
- At least once annually, a dam safety expert will inspect the embankment. Any problems that are found will be repaired immediately.

After the wetland is established, it shall be inspected quarterly and within 24 hours after every storm event greater than 1.0 inches (or 1.5 inches if in a Coastal County). Records of operation and maintenance shall be kept in a known set location and shall be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire wetland	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wetland	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, plant ground cover and water until it is established. Provide lime and a one-time fertilizer application.
The inlet device	The inlet pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The inlet pipe is cracked or otherwise damaged (if applicable).	Repair or replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated in the forebay to a depth of less than 15" or that inhibits the forebay from functioning well.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.

Stormwater Management Maintenance Requirements (continued)		
SCM element:	Potential problem:	How I will remediate the problem:
Embankment	A tree has started to grow on the embankment.	If the tree is <6" in diameter, remove the tree. If the tree is >6" in diameter, consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs immediately.
	Evidence of muskrat or beaver activity is present.	Consult a professional to remove muskrats or beavers and repair any holes or erosion.
Deep pool, shallow water and shallow land areas	Algal growth covers over 30% of the deep pool and shallow water areas.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 30% of the deep pool and shallow water areas.	Remove the plants by hand or by wiping them with pesticide (do not spray) - consult a professional.
	The temporary inundation zone remains flooded more than 5 days after a storm event.	Unclog the outlet device immediately.
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if necessary.
	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices.
	Sediment has accumulated and reduced the depth to 75% of the original design depth of the deep pools.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
Micropool	Sediment has accumulated and reduced the depth to 75% of the original design depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment in a location where it will not cause impacts to streams or the SCM.
	The outlet device is damaged	Repair or replace the outlet device.

Stormwater Wetland Maintenance Requirements (Unaud)		
SCM element:	Potential problem:	How I will remediate the problem:
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Repair the damage and improve the flow dissipation structure.
	Discharges from the wetland are causing erosion or sedimentation in the receiving water.	Contact the local NCDEQ Regional Office.