

Melanie Arthur  
CARTERET COUNTY 8P  
MA Date 11/12/2004 Time 13:36:00  
GR 1083278 Page 1 of 8

NORTH CAROLINA, CARTERET COUNTY  
The foregoing certificate(s) of Notary Public(s) is/are  
certified to be correct. This instrument and this certifi-  
cate are duly registered at the date and time and in  
the Book and Page shown on the first page hereof.

Melanie Arthur, Register of Deeds  
By *Wilda S. Davis*  
Deputy, Register of Deeds

PREPARED BY: JAMES W. THOMPSON, Attorney At Law, 1207-A Arendell Street, Morehead City, North Carolina 28557

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

**FIRST AMENDMENT  
TO DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS, RESTRICTIONS, CHARGES, LIENS, AND  
RESERVATIONS  
FOR  
"STANTON LANDING"  
A RESIDENTIAL COMMUNITY**

(Preliminary Note: This First Amendment results in the addition of a new Section 21.9 regarding Old Stanton Road to the original Declaration of Covenants; the annexing of Phase II, Stanton Landing; and the annexing of Lots 1 through 8 and Lots 1A through 8A, Block A, Section III, Sea Gate Subdivision and imposing upon said Sea Gate lots additional restrictions.)

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS, CHARGES, LIENS, AND RESERVATIONS FOR STANTON LANDING is made on this 9<sup>th</sup> day of NOVEMBER 2004 by U.S.F., LLC, a North Carolina Limited Liability Company, hereinafter referred to as the "Declarant".

WITNESSETH:

THAT WHEREAS, the Declarant is the developer of that subdivision known as "Stanton Landing", a residential single-family subdivision located along the east bank of the Intracoastal Waterway in Carteret County, a plat of Phase I thereof being recorded in map book 30, page 206,

BOOK 1083 PAGE 278

8

Carteret County Registry and a plat of the Phase II being recorded in map book 30, page 344, Carteret Registry. Pursuant to such development, Declarant did execute and record a document entitled Declaration of Covenants, Conditions, Easements, Restrictions, Charges, Liens, and Reservations – Stanton Landing (hereafter “Declaration”) which is recorded in book 969, page 93, Carteret County; and,

WHEREAS, by virtue of the provisions such Declaration, the Declarant has the right to make amendment thereto which does not materially affect the rights of lot owners in the Subdivision; and,

WHEREAS, the amendment relating to Section 21.9 as hereafter set forth does not materially affect any rights of lot owners now or hereafter owning lots within Stanton Landing, such amendment being in the nature of a disclosure rather than a burden, restriction, or encumbrance upon lots and owners in the Subdivision; and

WHEREAS, pursuant to Article 2 of the Declaration, Declarant has the further right to annex other properties which it owns to the common scheme of development at Stanton Landing Subdivision.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

**1. By adding the following new Section 21.9 to the Declaration:**

Section 21.9 Disclosure Regarding Old Stanton Road. “Old Stanton Road” is an existing gravel roadway running across property owned by Declarant which lies to the east of Phases I and II of Stanton Landing per the recorded plats of said Phases. This roadway constitutes a dedicated easement for access to property adjoining Stanton Landing to the north which is owned by third parties. This easement is currently being used for truck traffic on a regular basis. These trucks are primarily independent contractors who purchase and remove sand from such adjoining

BOOK 1083 PAGE 278

property as a licensee of the owners. The easement is also being used by Weyerhaeuser Company logging trucks removing timber. No purchaser of a lot in Stanton Landing has the right to enjoin, prevent, or impair the use of Old Stanton Road, or any portion which may be re-routed further east, as an access to such adjoining property to the north. At such time as any portion of Old Stanton Road may be abandoned by such adjoining property owners, Declarant hereby reserves the right to formally close off such abandoned portion and make such use of it as Declarant deems appropriate, including further subdivision of such portion into additional lots.

2. By annexing Lots 21 through 39, Phase II, Stanton Landing, as shown upon the recorded plat thereof in map book 30, page 344, Carteret County Registry, to the common scheme of development at Stanton Landing Subdivision. Hereafter, all conveyances of such Phase II Lots shall be subject to all of the covenants, conditions, easements, restrictions, charges, liens, and reservations as set forth in the Declaration.

3. By annexing Lots 1 through 8 and Lots 1A through 8A, Block A, Section III, Sea Gate Subdivision (hereafter "Lots"), as represented by that survey entitled "Recombination Survey of Lots 1 - 9, Seagate III, Block A" recorded in map book 30, page 587, Carteret Registry (hereafter "Recombination Plat"), to the common scheme of development at Stanton Landing Subdivision. (Note: Lot 9 and 9A are not owned by Declarant and thus not annexed by this Amendment.) Hereafter, all conveyances of said Lots shown on the Recombination Plat shall be subject to all of the covenants, conditions, easements, restrictions, charges, liens, and reservations as set forth in the Declaration except as the same are modified by the following covenants and conditions which supercede any conflicting covenants and conditions in the Declaration. Therefore, any provision of

BOOK 1083 PAGE 278

the Declaration which conflicts with the covenants and conditions set forth below are deemed to be amended accordingly, by the following:

a. Restrictions on Type of Dwellings. Dwelling structures of the following design, construction, or composition shall not be permitted on any Lot:

(1) Any structure, or substantial part or component thereof, or any part of a house, which is put together, built, constructed, or assembled, in whole or in part, at a place other than upon the Lot itself, and transported to the Lot on any vehicle. Not included within this prohibition, however, are unassembled building materials and pre-fabricated floor or roof trusses.

(2) Mobile, trailer, modular, double-wides, or portable homes of any description.

(3) Prefabricated homes of any description.

(4) "Log homes" of any description.

(5) "A-Frame" homes of any description.

(6) Homes utilizing aluminum siding, excluding however, aluminum trim for soffets, gutters, downspouts, trim, flashing, and other such nominal uses.

Notwithstanding the above six restrictions, pre-fabricated homes which are so called "off-site-stick-built" and have floor support systems consisting of a minimum of 2 x 10 floor joists or pre-fabricated floor trusses of the same dimension, are permitted, provided such houses are also in compliance with all other dwelling prerequisites under the Declaration and are otherwise approved by the Architectural Control Committee. A typical example of such permitted houses are those constructed by "HandCrafted Homes" in New Bern, N.C.

BOOK 1083 PAGE 278

b. Fences. Owners of Lots 1 through 8 of the Recombination Plat shall be permitted to erect a privacy fence not exceeding 8 feet in height along the eastern boundary line of the Lot. However, no such fence shall be erected without approval of the Architectural Control Committee following the owner's submission of the plans for said fence to said Committee.

c. Wastewater Disposal. Disposal of wastewater shall be with on site systems installed by the Lot owners pursuant to permits approved by the Carteret County Health Department for single family, 3-bedroom residences. Lots 1 and 2 are not presently suitable for on-site wastewater disposal systems, but their "A" counterpart Lots (i.e., 1A and 2A) are suitable. Therefore, wastewater disposal for Lot 1 shall be with an on-site system located upon Lot 1A and approved by the Carteret County Health Department, and wastewater disposal for Lot 2 shall be with an on-site system located upon Lot 2A and approved by the Carteret County Health Department. Lot 8 is also not presently suitable for an on-site wastewater disposal system. However, wastewater disposal for Lot 8 shall be with an on-site system located upon Lot 5A and approved by the Carteret County Health Department. For this purpose, Declarant hereby encumbers Lot 5A with an easement in favor of Lot 8 for the installation and maintenance of such a system at a site upon said Lot 5A approved by the Health Department.

d. "A" Lots Lying West of Waterway Drive. The Recombination Plat shows Lots 1A through 9A located along the Intracoastal Waterway and adjoining the western right of way of Waterway Drive. Said Plat also shows Lots 1 through 9 located along the eastern right of way of Water Drive. Lot 9 and Lot 9A are not owned by Declarant and therefore unaffected by this Amendment and annexation. Except for the

existence of Waterway Drive, Lot 1 and Lot 1A would be designated by Declarant as one singular lot only; Lot 2 and Lot 2A would be designated as one singular lot only; and so forth through Lot 8 and Lot 8A. The existence of Waterway Drive separating each of Lots 1 through 9 from their corresponding "A" counterpart Lot, therefore, necessitates the identification of such Lots in the manner shown on the Plat. However, no Lot bearing a number only (i.e. Lots 1 through 8) may be owned, conveyed, encumbered, or transferred without also owning, conveying, encumbering, or transferring its "Lot A" counterpart (i.e., Lots 1A through 8A); and conversely, no Lot bearing an "A" designation (i.e., Lots 1A through 8A) may be owned, conveyed, encumbered, or transferred without also owning, conveying, encumbering, or transferring its counterpart (i.e., Lots 1 through 8). It is the intent of this provision that every numbered Lot located along the eastern right of way of Waterway Drive will be forever bound and appurtenant to its "Lot A" counterpart located along the western right of way of said Drive. Thus, ownership of Lot 1 will include ownership of Lot 1A; ownership of Lot 2 will include ownership of Lot 2A, and so forth through Lot 8 and Lot 8A. Declarant will initially transfer and convey Lot 1 and Lot 1A, together in the same instrument, to the first purchaser of such Lots; Lot 2 and Lot 2A, together in the same instrument, to the first purchaser of such Lots; and similarly through Lot 8 and Lot 8A. Thereafter, all conveyances, transfers, or devises by such first purchasers, their subsequent transferees, heirs, successors, and assigns shall be in similar fashion.

e. Waterway Drive and Easement for Utilities. Sea Gate Association, Inc. owns Waterway Drive and has dedicated a utility easement under or across said Drive for the benefit of the Lots for the purpose of installing and maintaining general utility

BOOK 1083 PAGE 278

infrastructure, such as water, electricity, telephone, wastewater transmission lines, television cable, and such easement appears of record in book 1070, page 273, Carteret County Registry.

f. Army Corps of Engineers ICW Easement/Restriction on Placement of Improvements. The U.S. Army Corps of Engineers holds an easement across a portion of the annexed property to accommodate the maintenance of the U.S. Intracoastal Waterway. The eastern boundary line of this easement is delineated upon a survey entitled "Sea Gate Development - Composite Map", dated October 15, 1974, prepared by J. P. McLean, P.E. of Carteret County. The easement includes all of Lots 1A through 9A, but does not include the counterpart Lots 1 through 9. For this reason, no permanent structures, residences, or buildings of any sort can be placed upon any of the "A" Lots. However, the construction of boat docks has been permitted by the Corps of Engineers, provided all necessary permits are first obtained. Further, the Corps has recently formally consented to the placement of underground electricity and water supply infrastructure, as well as wastewater disposal systems, within the area of its easement. The instrument granting this consent is entitled "Department of the Army Consent No. DACW21-9-03-2133, UFS, LLC, Atlantic Intracoastal Waterway, Core Creek, Carteret County, North Carolina" and is recorded in book 1068, page 244, Carteret County Registry. All permitted improvements which are placed upon any of the "A" Lots shall be done so in compliance with the terms and condition of the referenced Army Corp's Consent instrument and pursuant to any other applicable governmental regulatory agency having jurisdiction.

BOOK 1083 PAGE 278

g. All provisions of the Declaration which are not in conflict with the above covenants and conditions are hereby adopted and made applicable to the Lots annexed by this instrument, including all reservations of easements. Further, all common area and other beneficial dedications appearing upon the recorded plats of Stanton Landing, such as the Clubhouse, Pool, and Streets, are hereby dedicated and made applicable to the Lots. It is the intention of the Declarant that the Lots annexed hereby become part of the Stanton Landing community with the same benefits and obligations as all other lots therein, except as amended by the covenants and conditions set forth above.

WHEREFORE, the undersigned Declarant has affixed its official signature on the date first above written, all for the purposes herein expressed.

U.F.S., LLC

*Gary A. Hill, Sr.*  
Gary A. Hill, Sr., Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

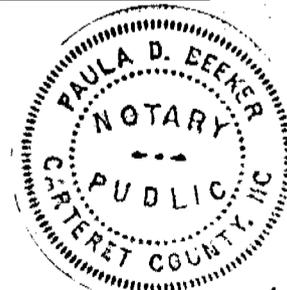
I, Paula Beeker, a Notary Public of the County and State aforesaid, certify that Gary A. Hill, Sr. personally appeared before me this day and acknowledged that he is the Member/Manager of U.F.S., LLC, a North Carolina limited liability company, that by authority duly given and as an act of said companies, the foregoing instrument was signed by him as its Member/Manager.

Witness my hand and official seal this 9th day of November, 2004.

Paula D. Beeker  
Notary Public

My Commission expires: 2/16/08

E:\HGM\RESTCOV\first.amendment.stanton.covs.doc



BOOK 1083 PAGE 278