

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

By Melanie Arthur, Register of Deeds
Melanie Arthur
Asst./Clerk, Register of Deeds

Melanie Arthur 8P
CARTERET COUNTY
JL Date 10/05/2005 Time 16:44:00
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Return to JWT

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

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

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

(Preliminary Note: This Eighth Amendment results in the annexation of Lots 9A and 9B, Block A, Section II, Sea Gate Subdivision, in accordance with the map thereof recorded in map book 29, page 503, Carteret Registry, to the general Stanton Landing Subdivision regime and subjecting said Lots to additional restrictions.)

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, RESTRICTIONS, CHARGES, LIENS, AND
RESERVATIONS FOR STANTON LANDING is made on this 5th day of
October
~~September~~, 2005 by U.S.F., LLC, a North Carolina Limited Liability Company,
hereinafter referred to as the "Declarant".

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(8)

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 1 thereof being recorded in map book 30, page 206; a plat of the Phase 2 being recorded in map book 30, page 344; a plat of Phase 3-A being recorded in map book 30, page 661; a plat of Phase 3-B being recorded in map book 30, page 660, Carteret Registry; and a plat of Lots 1 through 9 and lots 1A through 9A, Block A, Section III, Sea Gate (sometimes referred to as "Phase IV, Stanton Landing"), being recorded in map book 30, page 587, Carteret Registry. In connection with such development, Declarant did execute and record a document entitled "Declaration of Covenants, Conditions, Easements, Restrictions, Charges, Liens, and Reservations - Stanton Landing" recorded in book 969, page 93, Carteret County Registry (hereafter "Declaration of Covenants") which affects the lots in said development made subject thereto; and,

WHEREAS, pursuant to Article 2.2.1 of the Declaration of Covenants, Declarant has previously amended said Covenants by certain prior amendments of record which annexed additional properties, and does desire to further amend the same as hereafter provided; and,

WHEREAS, Declarant is the owner of Lots 9A and 9B, Sea Gate Subdivision, in accordance with the map thereof recorded in map book 29 page 503, Carteret Registry, and desires to annex the same to the general Stanton Landing Subdivision regime, and to subject said Lots to the Declaration of Covenants, except as modified below.

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NOW, THEREFORE, pursuant to Declarant's reserved right to amend the Declaration of Covenants and annex additional properties, the Declarant hereby amends the same as follows:

1. Annexation of Lots 9A and 9B. Lots 9A and 9B, Block A, Section II, Sea Gate Subdivision in accordance with the map thereof recorded in map book 29, page 503, Carteret Registry (hereafter "Annexed Lots"), are hereby annexed to the common scheme of development at Stanton Landing Subdivision.

2. Subjection of Annexed Lots to Covenants. Hereafter, all conveyances of the Annexed Lots shall be subject to all of the covenants, conditions, easements, restrictions, charges, liens, and reservations as set forth in the Declaration of Covenants, except as the same are modified by the following covenants and conditions which supercede any conflicting covenants and conditions in said Covenants. Therefore, any provision of the Declaration of Covenants 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 Annexed Lots:

(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 Annexed Lots itself, and transported to the Annexed Lots on any vehicle. Not included within this prohibition, however, are unassembled building materials and pre-fabricated floor or roof trusses.

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- (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 of Covenants 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.

b. Fences. The owner of the Annexed Lots shall be permitted to erect a privacy fence not exceeding 8 feet in height along the eastern boundary line of Lot 9A. 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 an on site system installed by the owner of the Annexed Lots pursuant to permits approved by the Carteret County Health Department for single family, 3-bedroom residence.

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d. Ownership of Annexed Lots is Restricted. The map of the Annexed Lots shows "Waterway Drive" as separating the two. Except for the existence of Waterway Drive, Lot 9A and 9B would be designated by Declarant as one singular lot only. The existence of Waterway Drive separating the two Lots, therefore, necessitates the identification of such Lots in the manner shown on the Plat. However, Lot 9A may not be owned, conveyed, encumbered, or transferred without also owning, conveying, encumbering, or transferring Lot 9B; and Lot 9B may not be owned, conveyed, encumbered, or transferred without also owning, conveying, encumbering, or transferring Lot 9A. It is the intent of this provision that Lots 9A and 9B will be forever bound and appurtenant to each other. Declarant will initially transfer and convey Lot 9A and 9B together in the same instrument, to the first purchaser of such Lots. 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 Annexed Lots for the purpose of installing and maintaining general utility 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 Lots to accommodate the maintenance of the U.S. Intracoastal Waterway. The eastern boundary line of this easement is delineated upon a survey

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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 Lot 9B, but does not include Lot 9A. For this reason, no permanent structures, residences, or buildings of any sort can be placed upon Lot 9B. 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 Lot 9B 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.

g. All provisions of the Declaration of Covenants which are not in conflict with the above covenants and conditions are hereby adopted and made applicable to the Annexed Lots 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 Annexed Lots. It is the intention of the Declarant that the Annexed 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.

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3. Rights Reserved by Declarant. Notwithstanding this Amendment and the conveyances referenced herein, Declarant reserves all rights previously reserved in the Declaration of Covenants and all subsequent Amendments thereto, including the right to annex subsequent properties to the general Stanton Landing Subdivision regime.

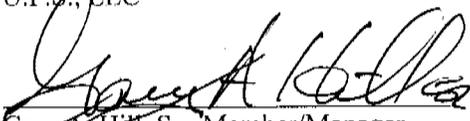
4. Termination of Prior Restrictive Covenants. Prior to the Declarant developing Stanton Landing, Gary A. Hill, Sr. (sole member/manager of Declarant) and his wife, Beverly J. Hill, owned the Annexed Lots, as well as other lots in Block A, Section II, Sea Gate (which are not a part of Stanton Landing). By instrument entitled "Declaration of Restrictive Covenants", dated April 6, 1999 and recorded in book 852, page 611, Carteret Registry, said lots were subjected to the covenants and restrictions of said Declaration.

In order to avoid multiple covenants and restrictions on the Annexed Lots, the Declarant (as to the Annexed Lots), together with the joinder of G.A.B.E., LLC and Gary A. Hill, Sr. and wife, Beverly J. Hill (as to all other lots), have executed an instrument entitled "Termination of Restrictive Covenants" dated October 5, 2005 and recorded in book 1135, page 405, Carteret Registry, which instrument effectively terminates for all purposes the Declaration of Restrictive Covenants of record in book 852, page 611, Carteret Registry.

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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., Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

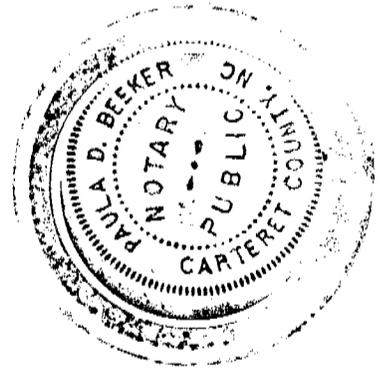
I, Paula D. Beeker, a Notary Public of the County and State aforesaid, certify that Gary A. Hill, Sr. personally appeared before me this day and acknowledged that he is the Member/Manager of U.F.S., LLC, a North Carolina limited liability company, that by authority duly given and as an act of said company,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

Witness my hand and official seal this 5th day of October, 2005.

Paula D. Beeker
Notary Public

My Commission expires:

2/16/08



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