

Melanie Arthur 12P
CARTERET COUNTY
MA Date 02/02/2006 Time 16:33:00
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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.

Melanie Arthur, Register of Deeds

By Barbara Cahoon
Asst. 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

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

(Preliminary Note: This Ninth Amendment results in the annexation of Lots 66 through 82, Phase 5, Stanton Landing Subdivision, as shown upon the recorded plat thereof in map book 30, page 908, Carteret County Registry, to the common scheme of development at Stanton Landing Subdivision, and subjects said Lots to the original Declaration of Covenants for Stanton Landing, except as modified by this Ninth Amendment.)

THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS, CHARGES, LIENS, AND RESERVATIONS FOR STANTON LANDING is made on this 31st day of January, 2006 by U.S.F., LLC, a North Carolina Limited Liability Company, hereinafter referred to as the "Declarant".

WITNESETH:

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

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Waterway in Carteret County, a plat of Phase I thereof being recorded in the Carteret Registry at map book 30, page 206; a plat of the Phase II being recorded in map book 30, page 344; a plat of Phase III-A being recorded in map book 30, page 661; a plat of Phase III-B being recorded in map book 30, page 661; a plat of Phase IV being recorded in map book 30, page 587 (and referred to therein as "Recombination Survey of Lots 1 - 9, Seagate III, Block A"); and a plat of Phase V being recorded in map book 30, page 908; and,

WHEREAS, pursuant to such development, Declarant did execute and record a document entitled "Declaration of Covenants, Conditions, Easements, Restrictions, Charges, Liens, and Reservations - Stanton Landing" which is recorded in book 969, page 93, Carteret County (hereafter "Declaration"), and has amended the same from time to time by instruments of record which apply to some or all of the various Phases of Stanton Landing; and,

WHEREAS, by virtue of the provisions such Declaration, the Declarant has the right to annex additional properties to the Stanton Landing Subdivision regime and to subject such annexed properties to the Declaration and make amendments thereto through a Supplemental Declaration which is specific to such annexed properties; and,

WHEREAS, Declarant is the owner of Lots 66 through 82, Phase 5, Stanton Landing in accordance with the recorded plat thereof and desires to annex said Lots to the general Stanton Landing development regime, as modified by the Supplemental Declaration appearing below; and,

NOW, THEREFORE, the Declarant hereby amends the Declaration by annexing Lots 66 through 82, Phase V, Stanton Landing, as shown upon the recorded plat thereof in map book 30, page 908, Carteret County Registry (hereafter "Annexed Lots") to the common scheme of development at Stanton Landing Subdivision. Hereafter, all conveyances or title

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transfers of any description 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, except as the same are modified by the following covenants and conditions ("Supplemental Declaration") which supercede any conflicting covenants and conditions in the Declaration. Therefore, any provision of the Declaration which conflicts with the covenants and conditions set forth below are deemed to be amended accordingly, by the following:

SUPPLEMENTAL DECLARATION
(applicable only to the Annexed Lots 66 - 82)

1. Old Stanton Road and Rights of Third Parties. The road that provides access from the public right of way to the Annexed Lots is called Old Stanton Road and is shown on the recorded plat of Phase V. This road has been created, constructed, and paved by Declarant to standards established by the N.C. Department of Transportation. The road also constitutes a dedicated easement for access to property adjoining Stanton Landing to the north which property 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 property as a licensee of the owners. The easement is also being used by Weyerhaeuser Company logging trucks removing timber. No owner of an Annexed Lot, acting individually or through an owners association, has the right to enjoin, prevent, or impair the use of Old Stanton Road as an access to such adjoining property to the north.

Because of concessions Declarant had to make in resolving issues with such third party users of said road, and despite any document of record to the contrary previously executed by Declarant, the maintenance of that portion of Old Stanton Road which runs northward from the main entrance way for Phases I, II, and III of Stanton Landing through Phase V will be the sole maintenance responsibility of the "Stanton Landing Phase 5 Property Owners Association"

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(hereafter "Phase 5 Association" - see subparagraph 3 below). Ownership of said road will eventually be transferred to the Phase 5 Association by Declarant for this purpose. Since it will not be necessary for any other lot owner in the other Phases of Stanton Landing to use Old Stanton Road, it is appropriate that the Phase 5 Association have sole maintenance responsibility. That portion of Old Stanton Road from the entrance way south to the public right of way will be the sole maintenance responsibility of the Stanton Landing Property Owners Association because that portion of said Road is also used by the owners in Phases I, II, and III.

2. Permitted Uses of Annexed Lots. Because of the relatively large size of each of the Annexed Lots compared to the other lots in Stanton Landing, and because a substantial portion of said Lots are delineated "wetlands" and thus construction of improvements thereon is severely restricted by governmental regulations, in addition to uses permitted under the Declaration, the following uses are also permitted, despite any provision to the contrary contained in the Declaration or any amendment thereto, and provided such uses are permitted by any applicable governmental regulatory authority:

a. In addition to a single family residence, the owner of an Annexed Lot may also construct upon the Lot a single barn and fenced enclosure for the housing and maintenance of between one and four horses, provided such barn and enclosure is also permitted by any applicable governmental authority. No horse shall be housed, boarded, or kept, temporarily or permanently, upon such Lot or in such barn or enclosure except horses that are owned by the Lot owner or members of his/her immediate family also residing upon the Lot. Such barn and fenced enclosure shall be constructed of materials and to a design which must first be approved by the Architectural Control Committee of the Stanton Landing Property Owners Association. For such purpose, any Lot owner desiring to construct such a barn and fenced

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enclosure must first submit the plans and specifications for such barn and fenced enclosure to the Architectural Control Committee of said Association for approval, comment, or modification. If such plans are approved in writing, then construction of such barn and fenced enclosure may commence. The intent of this provision is to assure a suitable degree of aesthetic compatibility with the residences to be constructed upon the Lots in order to enhance property values and preserve the architectural quality and harmony of the neighborhood. The specific procedure for submitting plans for approval, comment, or modification shall be as provided in Article Four of the Declaration for residences. No barn or fenced enclosure may be constructed without approval of the Architectural Control Committee, and violations may be remedied in accordance with Article Four of the Declaration.

b. Horses which are properly permitted, housed, and maintained upon a Lot in the manner prescribed in subparagraph a. above may be ridden, exercised, and generally enjoyed by the Lot owner and members of such owner's immediate family, or their invitees, within the boundary confines of said Lot. No such horse may ridden, walked, exercised, or let loose upon any other Lot(s) in Phase 5 without the specific permission of the owner of such other Lot(s).

c. Any Lot owner keeping horses upon a Lot shall do so only in a manner also consistent with any applicable governmental regulatory authority, even if such authority is not compatible with the provisions contained herein.

d. No horse breeding or commercial uses involving horses shall be permitted upon any Lot.

e. The Phase 5 Association is authorized to enact reasonable rules and regulations regarding the more specific manner in which horses may be kept, ridden, enjoyed,

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and maintained, including but not limited to rules restricting the hours horses may be ridden, the manner of feeding and watering, disposal of waste, and addressing excessive noise.

3. Stanton Landing Phase 5 Property Owners Association. Every owner of an Annexed Lot shall be a member of the Stanton Landing Phase 5 Owners Association (hereafter "Phase 5 Association") which has been formed by the Declarant to serve the common interests of such owners as set forth herein. The Phase 5 Association is formed for the purposes and under the provisions which follow:

a. Purposes. The purposes of the Phase 5 Association are as follows:

- (1) To own and maintain that portion of Old Stanton Road described above.
- (2) To enact and enforce reasonable rules and regulations regarding the "Permitted Uses" as set forth in subparagraph 2. above.
- (3) To determine an annual budget required to meet its purposes and assess each Annexed Lot with an equal share amount in order to meet the budget.
- (4) To have and to exercise all other powers and authority granted property owners associations generally by Chapter 47F of the N.C. General Statutes.

b. Membership. The Phase 5 Association shall have two classes of voting membership:

- i. Class A Members: Class A members shall be all of the owners of an Annexed Lot, other than Declarant.
- ii. Class B Member: The Class B Member shall be the Declarant for so long as it holds ownership of an Annexed Lot.

c. Voting Rights. For Class A Members, there shall be only one vote entitled to be cast for each Annexed Lot. Members shall be entitled to vote at all annual and special

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meetings of the general membership on matters required by the by-laws of the Phase 5 Association, these provisions, or any applicable statute to be voted upon. In cases where two people are owners of an Annexed Lot (such as husband and wife, parent and child, or brother and sister), a unanimous vote of the two will be required; and in the case of three or more people (such as heirs, partners), a simple majority shall be required. In the event that only one of multiple owners of an Annexed Lot attends a meeting of the Phase 5 Association at which a vote is taken, or votes in some other fashion by approved proxy or otherwise, such vote for the Annexed Lot so represented will be presumed to be, and recorded as, the approved vote for that Annexed Lot.

The Class B Member, the Declarant, shall have seventeen (17) votes per Annexed Lot owned by it, or its specific assigns.

d. Suspension of Voting Right. The right of any Member to cast a vote for an Annexed Lot may be suspended by the Phase 5 Association for a substantial violation of its rules and regulations or of these provisions.

e. Assessments. Subject to the rights of Declarant as set forth in subparagraph (iv) below, the owners of Annexed Lot are obligated to pay to the Association the following:

(i.) Annual dues for routine operations and responsibilities which, for the first fiscal year beginning on January 1, 2006 are in the amount of \$175.00 per Annexed Lot, payable annually in advance. For the initial purchasers of Annexed Lots from the Declarant, this obligation commences on the date of closing, and the purchaser of such Annexed Lot shall pay the pro rata portion of the current fiscal year at that time. The Board of Directors of the Phase 5 Association shall have the right to increase the annual dues by an amount not exceeding ten

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percent (10%) of the amount for the previous fiscal year without approval of the membership. Any increase above that amount shall require approval of at least two-thirds of the votes entitled to be cast voting in person or by proxy at an annual meeting or at a special meeting called for that purpose.

(ii.) Special assessments for extra-ordinary and necessary repair or restoration of Old Stanton Road for which the established annual dues are insufficient to meet, subject to the approval of at least two-thirds of the votes entitled to be cast voting in person or by proxy at an annual meeting or at a special meeting called for that purpose.

(iii.) Each owner of an Annexed Lot shall pay the same dues and assessment amount, whether annual or special. However, in the event of any required repair or replacement to the road right of way is necessitated by the negligent, accidental, or intentional acts of an owner of a specific Annexed Lot, their guests, or invitees (such as damages caused by contractors and subcontractors involved in constructing improvements on an Annexed Lot), the Phase 5 Association is specifically authorized to assess the Annexed Lot whose owner, guests, or invitees were the proximate cause of the condition or accident or act of negligence necessitating the repair, for the entire cost of the repair.

(iv.) Notwithstanding subparagraph (iii) above, the Declarant shall have no obligation for annual dues and assessments (subsection (i) above) until such time as it has sold and conveyed to third parties at least 12 Annexed Lots, or until January 1, 2008, whichever first occurs.

f. Use of Dues and Assessments. Dues and assessments required to be assessed uniformly against all Annexed Lots shall be used to meet the Phase 5 Association's general purposes as set forth herein.

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g. Obligation for Dues and Assessments; Lien Rights. All dues and assessments against an Annexed Lot, including interest thereon after default at the rate of 18% per annum, shall be the joint and several obligation of the owners of each Annexed Lot. Non-payment of such dues or assessments within thirty (30) days of its due date shall give rise to the right of the Phase 5 Association to file a lien against the Annexed Lot against which such dues and assessment applies, and to enforce said lien pursuant to section 47F-3-116 of the Planned Community Act or other applicable law. The liens provided for herein shall have priority and be otherwise governed in accordance with such section.

h. Organization of Phase 5 Association. The organization and operation of the Phase 5 Association shall be as provided herein, the corporate charter, by-laws, and applicable law.

4. Wastewater Disposal. Wastewater disposal for residences constructed upon Lots 81 and 82 of the Annexed Lots shall be on-site septic disposal systems (provided proper permits can be obtained) which will be installed and maintained at the Lot owners expense, and in conformity with the directions and permit requirements of the Carteret County Health Department. For Lots 66 through 80, wastewater disposal shall be via an off site wastewater treatment and disposal system (and repair area) for each Lot which is located within the easement area identified upon the plat of Phase 5 as "BLANKET WASTEWATER TREATMENT AND DISPOSAL SYSTEM EASEMENT AREA - INCLUDES ALL OF ABANDONED HAUL ROAD RIGHT OF WAY". These wastewater treatment and disposal sites are identified and numbered to correspond to the particular Lot each site is intended to serve, and appear as a series of "squares" within the described easement area. The specific location of these wastewater treatment and disposal sites is shown upon the recorded plat of

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Phase 5 and can be located on the ground by reference thereto. Actual wastewater treatment and disposal systems will be installed within these sites by the Lot owners at their expense, and maintained by them as well, and in conformity with the directions and permit requirements of the Carteret County Health Department. The Declarant has (or will) install an underground individual supply line for each Lot within the described easement area and also within the "20' WIDE SEWER LINE EASEMENT" area shown on the plat, and also within the 20' sewer line easement area shown along the western boundary lines of each Lot. Each Lot owner shall then be responsible for installing, and thereafter maintaining, all necessary on-site tanks, pumps, and other septic system apparatus and connecting the same to the individual supply line designated to the Lot, and for connecting the wastewater treatment and disposal system to such supply line, as well.

Declarant hereby dedicates the areas identified above for the collective use and benefit of the Lot owners having rights therein, and grants a non-exclusive easement therein to such owners for the expressed purposes and in a manner consistent with these provisions.

The actual transmission lines for each Lot (but not the drain fields or on-Lot infrastructure) shall be initially installed by the Declarant, but thereafter owned by the respective Lot owners. Each Lot owner shall be responsible for any maintenance and repair to such owner's line, and each such owner shall have an easement within all sewer line easements dedicated by this instrument for such purpose.

5. Binding Effect. The provisions set forth herein shall be binding upon all owners of an Annexed Lot, their title successors, and assigns, and shall be effective for so long as the original Declaration of Covenants for Stanton Landing shall be effective. Any renewal of such Declaration of Covenants shall automatically constitute a renewal of these provisions.

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6. Amendment by Declarant. For so long as Declarant is an owner of an Annexed Lot, Declarant shall have the unilateral right to amend these provisions so long as such amendment does not materially alter or affect the substantive rights, benefits, or obligations of any other owner of an Annexed Lot and so long as any such amendment does not vacate, eliminate, or alter the obligation of the Phase 5 Association to be solely responsible for the maintenance of Old Stanton Road.

7. Annexation of Subsequent Lots. Declarant reserves the unilateral right to annex additional properties it owns, or comes to own, to the Phase 5 regime established by these provisions, and to subject such annexed properties to amended covenants and conditions through a Supplemental Declaration.

8. Declarant Rights Assignable. All rights of Declarant hereunder may be assigned to a third party, in whole or in part.

9. Easements Reserved. Declarant hereby reserves unto itself and its assigns all easements which are shown upon the recorded plat of Phase 5 above referenced. Further, all easements reserved or declared by Declarant in the Declaration are applicable to Phase 5. Declarant further reserves an easement over Old Stanton Road and its right of way for the purpose of installing any development infrastructure, utilities, and completing the development of Phase 5.

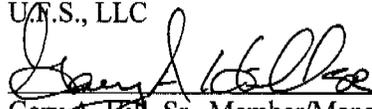
10. Dedication of Common Area. The area shown upon the plat of Phase 5 described above identified as "Reserved Common Area" is hereby dedicated as a common area for the use and benefit of all owners of lots in Stanton Landing community, and will be subsequently conveyed to the Stanton Landing Property Owners Association, Inc. for such purpose.

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11. North Carolina Planned Community Act. The provisions of the North Carolina Planned Community Act (Chapter 47F) apply to Phase 5 and to the operation and management of the Phase 5 Association, to the extent not otherwise provided herein.

12. Statement of General Intent. All provisions of the Declaration which are not in conflict with the above covenants and conditions are hereby adopted and made applicable to the Annexed Lots, 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 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., Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

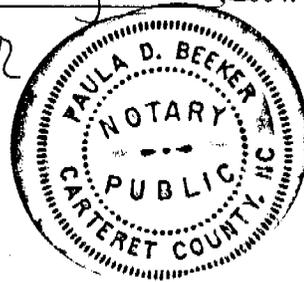
I, Paula D. Beeker, a Notary Public of the County and State aforesaid, certify that Gary A. Hill, Sr. personally appeared before me this day and acknowledged that he is the Member/Manager of U.F.S., LLC, a North Carolina limited liability company, that by authority duly given and as an act of said companies,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

Witness my hand and official seal this 31st day of January, ~~2004~~ ²⁰⁰⁶.

Paula D. Beeker
Notary Public

My Commission expires: 2/16/08

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