

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 11P  
CARTERET COUNTY  
MA Date 11/08/2006 Time 15:32:00  
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By Melanie Arthur  
Melanie Arthur, Register of Deeds  
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

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

(Preliminary Note: This Eleventh Amendment annexes Lots 40 and 65 (map book 31, page 112) to the Stanton Landing general subdivision regime; dedicates a two-boatslip dock facility located upon Lot 40 for the joint use of Lots 40 and 65; dedicates a vehicular access easement to and from the dock facility over and upon Lot 40 for the use and benefit of Lot 65; dedicates a utility easement for electricity to be located upon Lot 40 for the use and benefit of Lot 65; dedicates an off-site wastewater treatment and disposal site for the use and benefit of Lot 65; and nominally amends the description of the "Access Road" which serves the Stanton Landing Dock Lots (Sea Gate, Section III, Block C).

THIS ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS, RESTRICTIONS, CHARGES, LIENS, AND RESERVATIONS  
FOR STANTON LANDING is made on this 7<sup>TH</sup> day of November, 2006 by U.S.F., LLC, a  
North Carolina Limited Liability Company, hereinafter referred to as the "Declarant".

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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; a plat of Phase 4 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 5 being recorded in map book 30, page 908, 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 certain reserved rights in Declarant pursuant to Article 2.2.1 of the Declaration of Covenants, Declarant has executed ten previous Amendments to the Declaration of Covenants annexing additional properties to the general Stanton Landing Subdivision regime and for other purposes, all of which are recorded in the Carteret Registry, and now Declarant desires to make an eleventh Amendment, and does so by this instrument.

NOW, THEREFORE, the Declarant does hereby amend the Declaration of Covenants as follows:

1. **Annexation of Lots.** Declarant hereby annexes Lots 40 and 65, Stanton Landing, as shown in map book 31, page 112, Carteret County Registry, to the common scheme of development at Stanton Landing Subdivision. Lot 40 is hereby made a part of the

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Phase II lots, and Lot 65 is hereby made a part of the Phase III-A lots. Hereafter, both of said Lots shall be owned, conveyed, and transferred subject to all of the terms, conditions, benefits, and obligations as set forth in the Declaration of Covenants, as well as the easements, terms, conditions, benefits, rights, and obligations imposed upon said two Lots by this Eleventh Amendment, and regardless of whether said Amendment is mentioned in any instrument of conveyance or not.

**2. Two Boat Slip Dock Facility Dedicated.** Declarant has constructed an "L" shaped dock with two boat slips upon Lot 40 (hereafter "Dock Facility") as appears upon the recorded plat above referenced, which Dock Facility is within the riparian area appurtenant to Lot 40 and extends into the Intracoastal Waterway. The two boat slips on the dock are identified as "Slip A", which is located on the north end of the dock, and "Slip B" which is located on the south end. This Dock Facility will have an electric supply capacity as hereafter provided. Subject to the assignment of specific boat slips in paragraph 3 below, Declarant hereby dedicates the Dock Facility, and the electric supply capacity, for the perpetual, exclusive, equal joint use and benefit of the owners of Lots 40 and 65. Hereafter, neither owner of said Lots shall have the power to alter, remove, remodel, demolish, repair, replace, encumber, improve, or in any way adversely affect the physical structure of the Dock Facility without the consent of the other owner. Further, neither such owner shall have the power or authority to impair the access and use rights of the other owner in and to the Dock Facility and the easements related thereto. The rights and obligations of the owners of said Lots in and to the Dock Facility shall not be dependent or predicated upon actual use of such Facility.

**3. Assignment of Specific Boat Slips.** Notwithstanding that the Dock Facility is dedicated to the equal and joint use and enjoyment of both owners of both Lots 40 and

65, the Declarant hereby dedicates and assigns to the owner of Lot 65 the sole and exclusive possessory right in and to "Slip A"; and dedicates and assigns to the owner of Lot 40 the sole and exclusive possessory right in and to "Slip B". The owner of the Lots to which is assigned such exclusive possessory rights shall use only the Slip assigned to such Lot and shall make no use whatsoever of the other Slip.

**4. Easements Dedicated.** A "20' INGRESS/EGRESS, UTILITIES, & SEWER LINE EASEMENT" appears upon the recorded plat of Lots 40 and 65 above referenced, and serves as a non-exclusive easement for access, sewer lines, and utilities to the "Stanton Landing Dock Lots" lying northwardly from Lot 40 along the shore of the Intracoastal Waterway, as well as to additional properties of Declarant further to the north thereof. Declarant hereby dedicates that portion of the easement which runs along and with the northern boundary line of Lot 40 as a non-exclusive, perpetual vehicular access easement for the benefit of Lot 65, and for the purpose of enabling the owner of Lot 65 to gain access to the Dock Facility. In addition, Declarant hereby dedicates an additional non-exclusive, perpetual vehicular access easement 15 feet in width which runs from the western terminus of the first easement above described, along and with the northern boundary line of Lot 40, westerly to the waters of the Intracoastal Waterway, and an additional 6 foot by 12 foot easement for further access to the foot of the Dock, all as more particularly shown upon the recorded plat above referenced. In addition, Declarant hereby dedicates a non-exclusive, perpetual easement for access, use, and enjoyment in and to the Dock Facility as more particularly described upon the recorded plat of Lots 40 and 65, in favor of Lot 65 to be use jointly with the owner of Lot 40. Neither owner of Lots 40 and 65 shall place or store any personal property or fixture within the easement areas herein granted, or otherwise create any impediment to the use thereof.

A "Water Access Easement" 15 feet in width, the centerline of which is the common boundary line between Lots 39 and 40, was previously dedicated as appears upon the map of Phase 2 in map book 30, page 344, Carteret Registry. The northernmost 7.5 feet of this easement lies within Lot 40 and along its southern boundary line.

**5. Ownership and Use Rights in Dock Facility Defined.** The Dock Facility, including the two boat slips, has been constructed upon Lot 40 and lies within the riparian area appurtenant to said Lot. Therefore, fee ownership of the Dock Facility lies with the fee owner of said Lot 40. However, by Declarant's dedication of the Dock Facility to the joint use and benefit of both Lots 40 and 65, an easement appurtenant has been created in the Dock Facility which perpetually burdens Lot 40 and benefits Lot 65 for the purposes set forth herein. Pursuant to the terms and provisions herein contained, the owner of Lot 40 has no greater rights of use in and to the Dock Facility than the owner of Lot 65; and the owner of Lot 65 has no less of an obligation with respect to the Dock Facility than the owner of Lot 40.

**6. Obligation to Maintain Dock Facility.** The owner of Lot 40 and the owner of Lot 65 shall be jointly and equally obligated for the reasonable financial cost of maintaining the Dock Facility in a sound condition which enables the Facility to fully perform the functions for which it was intended and designed to perform in both safety and comfort. Except as otherwise provided below, any repair or replacement which becomes reasonably necessary to any aspect of the Dock Facility to render said Facility safe and structurally sound, which repair or replacement is necessitated by normal environmental effects, wear, and tear, and regardless whether such repair or replacement provides a mutual and equal benefit to both Lot owners, shall be paid for equally by said owners. In the event either Lot owner fails to contribute an equal share for such repair or replacement, the other Lot owner, after paying such cost in full, shall

have the right to maintain an action at law or equity against the non-paying Lot owner for contribution. In any such action, the only inquiry shall be whether the repair or replacement was reasonably necessary; whether such repair or replacement was necessitated by normal environmental effects, wear, and tear; and whether the cost was reasonable. Neither Lot owner may "opt out" of its equal obligation to maintain the Dock Facility by abandoning its use rights therein.

Nothing in this paragraph 8 shall obligate either Lot owner to pay any premiums for insurance covering damage to the Dock Facility; to pay for any repairs or replacements beyond that which is necessary to place the Dock Facility back to its original condition; or to pay for any costs for repairs or replacements necessitated by the careless or accidental use of the Dock Facility by the other Lot owner. Any damage done to the Dock Facility by a Lot owner or any permittee of such Lot owner, through carelessness, negligence, or accident, shall be promptly repaired by such Lot owner at his sole cost, and without any obligation of contribution from the other Lot owner.

**7. Contribution to Property Taxes Assessed Against Dock Facility.** An obligation is hereby imposed upon the owner of Lot 65 to pay annually to the owner of Lot 40 an equal share of the ad valorem property taxes assessed against the Dock Facility. In the event such owners cannot agree as to the amount of taxes representing the Dock Facility value, then such determination shall be made by the Carteret County Tax Assessor, and this determination shall be binding. Such amount so determined shall be paid no later than December 31 of each year.

**8. Electric Service.** In connection with the Declarant's development of the Stanton Landing Dock Lots lying to the north of Lot 40, the Declarant did install an underground

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electric supply line to serve the electrification requirements of the boat slips in that section. This supply line is installed underground and is within the "20' INGRESS/EGRESS, UTILITIES, & SEWER LINE EASEMENT" area depicted upon the recorded plat referenced above. Declarant hereby grants to the owners of said Lots 40 and 65 the right to make a connection to said supply line for the purpose of electrifying the Dock Facility. Declarant has installed a suitably located meter base upon the Dock Facility for each Slip so that each owner's electric usage can be measured and billed directly to said owner by the power company. All connections to the electric supply line and installation of the feeder line to Dock Facility, as well as installation of the meters, shall be the sole responsibility of the Lot owners.

**9. Water Supply.** Declarant has not installed a water source for the Dock Facility and has no responsibility to do so. If mutually desired, the Lot owners may install a well and pump facility jointly, so that each may have available water to their Slips.

**10. Boat Lifts.** Either Lot owner shall have the right install a boat lift in the Slip assigned to his specific use, provided such installation does not interfere with the reasonable use and enjoyment of the other owner in his Slip. An owner owning a boat lift shall be solely responsible for all repairs and replacements required for the boat lift, as well as all electric usage connected therewith, and without any obligation of contribution from the other boat lift owner.

**11. Vessel Moorage Restricted to Dock.** Neither Lot owner, nor permittee of a Lot owner, shall temporarily or permanently moor or store, or cause to be moored or stored, any vessel, however large or small, at any place on the Dock Facility other than floating in the water within the Slip assigned to such owner or on such owner's boat lift. No such owner, or permittee of such owner, shall moor more than one vessel to the Dock Facility at any time.

**12. Rights in Dock Facility Restricted.** The rights and obligations created in this instrument are in the nature of appurtenant easements and burdens upon the Lots identified herein, and may not be severed from such Lots nor assigned to third parties. No commercial use or renting of a Slip by either Lot owner, or permittees of such owner, shall be allowed. No vessel moored at the Dock Facility shall be used by any person as a "live-aboard", either temporarily or permanently.

**13. Provision Regarding Mortgagees.** When a Lot owner mortgages his Lot he also mortgages his rights and obligations created in this instrument, and the lender receiving the deed of trust accepts the same subject to the prior rights and obligations created hereby. No foreclosure of any deed of trust or other lien against either Lot 40 or 65 shall impair the rights and obligations appurtenant to the other Lot.

**14. Wastewater Disposal.** Neither Lot 40 nor Lot 65 is suitable for on-site wastewater treatment and disposal systems. In connection with other lot development at Stanton Landing Subdivision, Declarant caused to be created, permitted, and dedicated certain "Bio-C" wastewater disposal sites and facilities, one of which is identified as "Bio-C Five". The dedication of the Bio-C Five wastewater disposal facility appears in book 1100, page 250, and the facility site appears upon a recorded plat in map book 30, page 344, Carteret Registry. Such dedication is for the benefit of eight designated lots at Stanton Landing, and Lot 40 is one of such benefited lots. All required and functioning apparatus of the Bio-C Five facility has been installed within the southernmost area of this site. However, no part thereof has been installed within the boundaries of Lot 65 as shown upon the recorded plat referenced in the Preliminary Note of this instrument, and Lot 65 has been permitted as a marketable Lot for a single family residence. Therefore, all wastewater disposal requirements for Lot 40 shall be through this Bio-

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C Five facility and the owner of such Lot 40 shall be bound and obligated to the provisions of the dedicatory instrument in book 1100, page 250, Carteret Registry.

Wastewater treatment and disposal for Lot 65 shall not be through any Bio-C facility. Rather, such treatment and disposal shall be via an off-site area dedicated for such purpose and more particularly described as follows:

Being a rectangular area 25 feet by 36 feet lying immediately north of "Square 80" as shown upon the recorded plat of Phase 5, map book 30, page 908, Carteret Registry. This rectangular area lies 20 feet north of said "Square 80"; is in line with, and oriented exactly like, "Square 80"; and the eastern margin of said rectangular area lies 10 feet from the western boundary line of the "Louise Baugus Realty Ltd." tract as shown upon said recorded plat.

There is also conveyed a 20 foot easement for the accommodation of a wastewater transmission line to be installed by Grantor connecting Lot 65 to this rectangular area, said 20 foot easement lying over and upon that strip shown as "20' INGRESS/EGRESS, UTILITIES, & SEWER LINE EASEMENT" lying within and abutting the northern boundary line of Lot 40, and also an additional easement in that area shown as "BLANKET SANITARY SEWER EASEMENT - INCLUDES ALL OF ABANDONED HAUL ROAD RIGHT-OF-WAY" as shown upon the recorded plat of Phase 5, Stanton Landing at map book 30, page 908, Carteret Registry. A map of this disposal site and related easements will shortly be recorded upon the public registry.

**15. Restriction on Roadbed.** On the recorded plat of Phase 5 located at map book 30, page 908, Carteret Registry, there appears a 60 foot right of way proceeding northerly from the northwest corner of lot 82, through the property of Louise Baugus Realty, Ltd for about 961 feet, and then turning westerly for approximately another 767 feet. There is a rocked roadbed constructed within this easement that is approximately 20 feet in width. Declarant hereby covenants with the owner of Lot 65, and all subsequent owners of said Lot, that neither Declarant nor Declarant's successors, shall shift, pave, alter, enlarge, or otherwise change this

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roadbed in such a way which would impair the ability of the off-site wastewater treatment and disposal area dedicated in paragraph 14 above to properly perform its purposes and function.

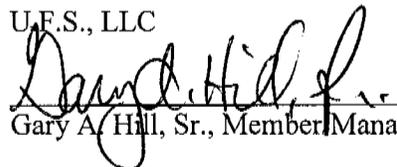
**16. Amended Description of "Access Road" to Stanton Landing Dock Lots.**

By instrument entitled "Seventh Amendment to Declaration of Covenants etc..." dated August 26, 2005 and recorded in book 1129, page 205, Declarant dedicated an "Access Road" for the use and benefit of the owners of the Stanton Landing Dock Lots (Sea Gate, Section III, Block C) to enable them to have access to said Lots from Gatsey Lane. The actual construction of said Access Road requires that the description of said dedicated easement be nominally amended to conform to the location of such constructed road. Therefore, the legal description of the dedicated easement for such Access Road as set forth in paragraph 2 of the Seventh Amendment above referenced, is hereby amended, and shall hereafter be described as follows:

Being all of that 20 foot strip of land running within Lot 65 and along its western boundary line, and that 20 foot strip of land running within Lot 40 and along its northern boundary line, both said strips being identified as "20' INGRESS/EGRESS, UTILITY, AND SEWER LINE EASEMENT", all as more particularly shown and described upon the recorded plat of Lots 40 and 65 referenced above.

WHEREFORE, the undersigned Declarant has executed its official signature on the date first above written and for the purpose expressed herein.

U.F.S., LLC

  
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Gary A. Hill, Sr., Member/Manager

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STATE OF NORTH CAROLINA  
COUNTY OF CARTERET

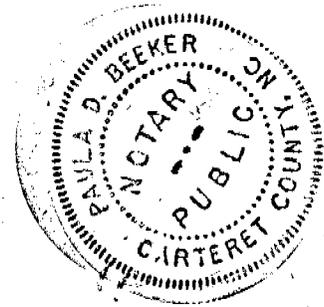
I, Paula D. Beeker, a Notary Public of the County and State aforesaid, certify that Gary A. Hill, Sr. personally appeared before me this day and acknowledged that he is the Member/Manager of U.F.S., LLC, a North Carolina limited liability company, that by authority duly given and as an act of said companies,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

Witness my hand and official seal this 7 day of November, 2006.

Paula D. Beeker

Notary Public

My Commission expires: 2-16-08



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