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NORTH CAROLINA

BRUNSWICK COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

OF

THE COTTAGES AT MARINER'S POINTE SUBDIVISION

THIS DECLARATION AND AGREEMENT is entered into this 8th day of December, 2008 between **CARTER CHAPPELL, LLC** a North Carolina Limited Liability Company (hereinafter "Declarant") and all parties hereafter acquiring any of the described property.

WITNESSETH:

WHEREAS, Declarant is the owner and developer of all lots within a subdivision of the County of Brunswick, State of North Carolina, known as **The Cottages at Mariner's Pointe Subdivision** and being that certain Lots 34-75, 135-137 formerly known as Sweetbay Village, Phase 2B and Lot 33, formerly known as Sweetbay Village, Phase 2A and more particularly described by map and survey in **Plat Book 56, Page 33** of the Brunswick County Registry; and

WHEREAS, it is in the best interest of the Declarant and to the benefit, interest and advantage of every party hereinafter acquiring any of the described property that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the property be established; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities and the desirability and attractiveness of said property; and for the continued maintenance and operation of any recreational and/or common area; and



WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of North Carolina, a nonprofit corporation known as The Cottages at Mariner's Pointe Homeowner's Association, Inc., (hereinafter referred to as "Association") for the purpose of exercising the functions aforesaid, and which are hereinafter fully set forth.

NOW, THEREFORE, in consideration of the premises, the Declarant agrees with all parties hereafter acquiring any of the property hereinafter described, that it shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens relating to the use and occupancy thereof, which shall be construed as covenants running with the land which shall be binding on all parties acquiring any right, title or interest in any of the properties and which shall inure to the benefit of each owner thereof .

ARTICLE I

PROPERTIES SUBJECT TO THIS DECLARATION

The property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Brunswick, State of North Carolina, and is more particularly described as being Lots 34-75, 135-137 formerly known as Sweetbay Village, Phase 2B and Lot 33, formerly known as Sweetbay Village, Phase 2A shown on map and survey recorded in **Plat Book 56, Page 33**, Brunswick County Registry, plus all utility and access easements as shown on the aforesaid map. The Declarant hereby subjects the heretofore described property to this Declaration. Additional properties may be subjected to and annexed by the Declarant within twenty (20) years from the date of this instrument subject to the approval of Brunswick County.

ARTICLE II

PURPOSE

The real property hereinbefore described is subject to the protective covenants and restrictions hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of such lots against improper use of surrounding lots as will depreciate the values of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the construction thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes, to insure the highest and best development of said property; to encourage and secure the construction of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of lots therein. The term "single family" as used herein means persons who are related by blood, adoption or marriage or living together by not more than two unrelated adults. Nothing in this document shall be deemed to prohibit the conversion of a lot to a street.

ARTICLE III

THE COTTAGES AT MARINER'S POINTE HOA

A. *PROPERTY RIGHTS*

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area, including the rights of ingress and egress, which shall be appurtenant to and shall pass with the title to every assessed lot, subject to each of the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any future recreational facility situated upon the common area;
- b. The right of the Association to suspend the voting rights of, and right to use of the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- c. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures;
- d. The right of the Association to formulate, publish, and enforce rules and regulations as provided herein;
- e. The right of the Association, in accordance with its Articles and Bylaws, to borrow money from any lender for the purpose of improving and/or maintaining the common area and facilities, and providing services authorized herein and in aid thereof to mortgage said properties provided, however, that such mortgage is with the prior consent of two-thirds (2/3) of the votes of each class of members of the Association entitled to be voted, which consent may be evidenced by petition or by an affirmative vote of such two-thirds (2/3) by members voting in person or by proxy at a duly called meeting of the Association.
- f. The right of the Association, acting through its Board, to exchange Common Area, providing such exchange is agreed to by two-thirds (2/3) of each class of members as evidenced by a written instrument.
- g. The right of the Association to dedicate or transfer all or any part of the common area, if any, to any governmental or public agency, authority or public or private utility for such purposes and subject to such



conditions as may be agreed to by two-thirds (2/3) of each class of members as evidenced by a written instrument.

The instrument effecting such dedication, transfer, conveyance, exchange or mortgage shall be sufficient if executed by appropriate officers of the Association containing a recital that the provisions regarding assent of two-thirds (2/3) of each class of members as evidenced by a written instrument has been complied with.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the common area, if any, and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on the property.

Section 3. Title to Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title, at no cost to the Association, and subject to (i) this Declaration of Covenants and Restrictions (ii) all other restrictions and limitations of record at the time of conveyance (iii) any restrictions, limitations, conditions, or determinations as to the purposes and uses of the conveyed properties as stipulated in said Deed, those common properties described in ARTICLE I, except such common properties as are required to be deeded to any governmental agency, free and clear of all liens and encumbrances, at the time of or prior to the conveyance of the first lot in each respective parcel, except utility, drainage and access easements and easements to governmental authorities.

Similarly, the Declarant will convey to the Association Common Area, if any, which are parts of The Cottages at Mariner's Pointe Subdivision as those portions are annexed in the future.

B. MEMBERSHIP

Every person who is record owner of a fee or undivided fee interest in any lot which is subject to assessment by the Association, including contract sellers, but excluding persons who hold an interest merely as security for the performance of any obligations, shall be a member of The Cottages at Mariner's Pointe Homeowner's Association, Inc. Ownership of such interest shall be the sole qualification for such membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Board of Directors may make reasonable rules regarding proof of ownership.

C. VOTING RIGHTS

Section 1. Classes. The Association shall have the following two classes of voting membership:

- a. Class A. Class A members shall be all owners, other than Declarant; however, Declarant shall be a Class A member to the extent provided in (b) hereinafter. Class A members shall be entitled to one vote for each lot



owned. When more than one person holds an interest in any lot the vote for such lot shall be exercised as the owners thereof determine, but in no event shall more than one vote be cast with respect to any lot, and no fractional vote may be cast with respect to any lot.

- b. Class B. The Class B member shall be the Declarant, and during its existence, it shall be entitled to a majority vote on all Association issues. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 1. When the Declarant declares, in writing, the termination of its Class B membership; or
 2. On December 31, 2020.

D. COVENANT FOR 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 any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges;
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- c. A Working Capital Contribution Fee of fifty and 0/100 dollars (\$50.00) each time a lot within the community is conveyed from a current Owner to a new Owner. Said fee shall be due within ten (10) days of the date on which the deed from the current Owner to the new Owner is executed.

Such assessments shall be fixed, established, and collected from time to time as hereinafter provided or as provided in the bylaws of the Association.

The annual and special assessments and capital contributions fees, together with such interest thereon, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot and improvements against which each such assessment or fee is made. Each such assessment or fee, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the lot at the time the assessment or fee fell due. The personal obligation of an owner for delinquent assessments or fees shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the recreation, health, safety, and welfare of the residents and for the improvement and maintenance of the Common Area; enforcing these covenants and the rules of the Association; maintaining roads and entryways as described in that certain Easement and Agreement For Sweetbay Village, The Village at Mariners Pointe and Mariners

Pointe recorded in Book 2857, Page 289 of the Brunswick County Registry and providing the services and facilities as provided for herein.

Section 3. Amount of Assessment.

- a. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$25.00 per month and may be collected quarterly at \$75 per quarter.
- b. Increase by Association. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment effective for any year may be increased by the Board of Directors, without a vote of the membership, by a percentage which may not exceed ten percent (10%) above the maximum assessment for the previous year.
- c. Increase by Members. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- d. Criteria for Establishing Annual Assessment. The Association is required to set the annual assessment high enough to enable the Association to establish and maintain an adequate reserve fund out of the annual assessments for the periodic maintenance, repair and replacement of improvements to the common areas and roadways. In establishing the annual assessment for any assessment year, the Board of Directors shall set the annual assessment high enough to cover all current costs and expenses of the Association, any accrued debts, and reserves for future needs.
- e. Declarant and Assessments. The Declarant shall never be responsible for paying any dues or assessments with regard to this Subdivision.

Section 4. Special Assessments for Capital Improvements. 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 the purpose of defraying, in whole or in part, the costs of construction or reconstruction, repair or replacement, of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots, on a per lot basis.

Section 6. Quorum for any Action Authorized Under Section 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting members or of proxies entitled to cast ten percent (10%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the any notice requirements set forth in the Association's Bylaws, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the



required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be fixed on a calendar year basis but paid in quarterly payments and the assessment shall commence as to each lot upon its occupancy by a resident thereof. The first annual assessment shall be adjusted according to the number of months and days remaining in the then current calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Board of Directors shall establish the due dates. The Association, upon demand at any time, shall furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments, fees or portion thereof which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the rate of eight (8%) percent per annum or the maximum lawful rate, whichever is less. The Association may bring action against the owner personally obligated to pay the same or foreclose the lien against the property, and, in either event, interest and costs of any such action, including reasonable attorney's fees, shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein on any lot shall be subordinate to the lien of the first mortgage, and ad valorem taxes on such lot. 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. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

E. ARCHITECTURAL CONTROL

No building, fence, wall, swimming pool, tennis court, or other structure shall be commenced, erected or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, heights, quality, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant until he turns control over to the Board of Directors of the Association, and after that time by the Board of Directors. The Board may set a reasonable review fee for any submission for review. In any event no fence shall be approved for construction on any lot unless said fence shall be constructed of a wood material.



It is the intent of this Declaration that all buildings and structures within the properties shall be constructed of attractive exterior materials of high quality. In its review of submissions, the Declarant or the Board of Directors, shall evaluate the construction standards and building materials for all proposed construction on the lots to insure that they are in conformance with such objectives. Accessory buildings, enclosures, appurtenant structures to, or extrusions from any building or structure on any lot shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered without the express consent of the Declarant or the Board of Directors.

F. FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Properties. The Association shall be authorized to own and/or maintain common properties, equipment, furnishings and improvements devoted to the following uses:

- a. For roads, roadways, roadway medians, roadway islands, and parkways along said roads or roadways, cul-de-sac islands and neighborhood or other area entrances (including signs) through the properties;
- b. For sidewalks, walking paths or trails, bicycle paths, pedestrian underpasses, and bridle paths through the properties;
- c. For providing any of the services which the Association is authorized to offer under this Declaration;
- d. For purposes set out in deeds by which common properties are conveyed to the Association;
- e. For water and sewage facilities and any other utilities, if not adequately provided by a provided utility, Brunswick County;
- f. For the cleaning, landscaping and maintenance of all roadway medians and islands, parkways along cleaning, landscaping and maintenance of all roadway medians and islands, parkways along said roadways, cul-de-sac islands and neighborhood and other area entrances (including signs).

Section 2. Minimum List of Functions and Services. The "Minimum List of Functions and Services" shall establish and define the minimum level of functions and services which the Association must furnish or cause to be furnished to its members. So long as the Declarant is engaged in the development of properties which are subject to the terms of this Declaration, the Association shall not reduce the level of functions and services it furnishes to its members below such minimum level without the proper written consent of the Declarant. The "Minimum List of Functions and Services" is as follows:

- (a) The Association shall provide or procure the administrative services necessary to carry out the Association's obligations and business under the terms of this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association, including, but not limited to, legal, accounting, financial and



communications services;

(b) The Association shall administer and enforce the Covenants and Restrictions established in this Declaration, including, but not limited to, the following:

- (i) The Association shall set assessments, levy cash assessments, notify the Members of such assessments and collect such assessments;
- (ii) The Association shall prepare accurate indexes of Members Property Classifications, Votes, Assessments, the Cumulative Maximum Number of Residential Lots and Family Dwelling Units Authorized in the Properties, and the Maximum Regular Assessment;

(c) The Association shall provide appropriate liability and hazard insurance coverage for improvements and activities on all common properties;

(d) The Association shall provide appropriate directors' and officers' legal liability insurance, and indemnify persons pursuant to the provisions of the Bylaws of the Association;

(e) The Association shall keep a complete record of all its acts and corporate affairs;

Section 3. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions and services; provided that any such mortgage is with the prior consent of two-thirds (2/3) of each class of the members of the Association, which consent may be evidenced by petition or by an affirmative vote of said two-thirds (2/3) of the Association. Provided that if ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area is subject to lot owner's easement.

Section 4. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from Declarant and/or the Association contemplated under this Declaration, Declarant and/or the Association shall not be liable to an owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an owner or such other person and arising out of or in any way relating to the subject matter of any review, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld.

Section 5. Management and Contract Rights of Association. Declarant may enter into a contract with a management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. However, no such contract shall be binding upon the Association except through express adoption or ratification of the terms and conditions of such contract. Any contract or lease entered into by Declarant or by the Association while the Declarant is in control thereof shall



contain a provision allowing the Association to terminate such contract without justification or penalty after transfer of management by the Declarant to the Association.

ARTICLE IV

USE RESTRICTIONS

Section 1. Land Use and Building Type. No portion of the Properties (except for temporary offices of the Declarant and/or any model used by the Declarant) shall be used except for residential purposes and for purposes incidental or accessory thereto. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed three (3) stories in height, a private garage for not more than three (3) cars, and (with the approval of the Declarant or Board) an accessory building or structure for storage or other appropriate uses, as set below.

Section 2. Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

Section 3. Dwelling Specifications. No dwelling shall be constructed or permitted to remain on any lot having an area of the main structure, heated and finished, exclusive of open porches and decks, of less than nine hundred and fifty (950) square feet. All yard and setback requirements shall comply with the County setback requirements which are that any structure located upon a lot in the community must be constructed a minimum of twenty five (25) feet from the front property line of said lot, five (5) feet from each side property line of said lot and nine (9) feet from the rear property line of said lot. Any structure built on a lot that is located at a crossroad (ie. a corner lot) must be located at least fifteen (15) feet from any adjoining street.

Section 4. Accessory Buildings. Owners shall secure Declarant or Board approval prior to construction of any accessory building, including sheds, or permanently installed playhouses. A detached garage is considered an accessory building and its construction shall require Declarant or Board approval on a case-by-case basis. Accessory buildings shall meet the following criteria:

1. An accessory building must be of the same color, material, and architectural style as the main residence of color, material, and style that is generally recognized as complimentary to that of the main residence. No aluminum, metal, or plastic buildings shall be permitted.
2. Any utilities services accessory to the building shall be installed underground.
3. Accessory buildings generally shall be located in the rear of the yard and must be screened by a fence or vegetation.

Section 5. Temporary Structures. Except as hereinbefore set forth, no trailer, motor home, tent, shack, barn or other out building erected on the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a



residence on the property. No slab, mobile homes, manufactured, or modular homes shall be permanently or temporarily located on a lot. All houses shall be "stick-built" and no house shall be moved onto any lot.

Section 6. Garages. Garages that are constructed independent from the home require Declarant or Board approval. Such garages shall be compatible with and complimentary to the main residence in architectural style, material, color and location. Review shall be made on a case-by-case basis.

Section 7. Antennae and Communication Dishes. One small and inconspicuous satellite dish antennae having a diameter of 18" or less, which is installed adjacent to any residence and is integrated with the residential structure and surrounding landscape, does not require approval. Such equipment shall be located only in side or rear yards. Other satellite dish antennae having a diameter of more than 18", and all television antennae, or other electronic signal-receiving or transmitting equipment are prohibited, unless a variance is approved for such equipment by the Declarant or Board.

Section 8. Building Location. Building locations shall be in accordance with county requirements.

Section 9. Lot Area and Width. All lots as shown on the recorded map hereinbefore referred to are hereby approved. Adjustments may be made, however, in the line between any two lots so long as the area of any lot is not reduced by more than ten (10) percent and so long as all other restrictions herein set forth are observed. Upon any recombination of lots, the setbacks and side clearances from new lines shall be applicable and set backs from former lot lines shall no longer be required. No recombination of lots may be made in a manner that results in any increase in the number of lots above those existing when these covenants became effective.

Section 10. Mailboxes. All mailboxes shall be picked out by the Declarant and all builders shall be responsible for buying like mailboxes for their respective lots. All mailboxes in said subdivision shall continue to be like form until such time as these restrictions expire.

Section 11. Uses. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial or business activity of any nature, including any manufacturing or professional services shall be conducted on any lot. No business activity or trade of any kind whatsoever, which shall include but not be limited to the operation of a child day care facility; beauty/hair stylist shop; fraternity house; rooming house; boarding house; antique shop; automobile or engine repair shop. In house business may be conducted but only if customers or suppliers do not visit the business; it is operated solely by the homeowners; and no outside signs or advertising is done. The storage or accumulation of any type of trade materials is prohibited in the subdivision. No trade materials or inventories (other than materials used for construction of dwellings or other approved structures on the lots) may be stored upon any lot and no tractors, inoperable motor vehicles, rubbish, trash, or unsightly materials of any kind may be stored, regularly placed, or allowed to remain on any lot.



Section 12. Signs. No sign of any kind, including billboards and yard sale signs, shall be displayed to the public view on any lot except one professional sign of not more than four (4) square feet advertising the property for sale, or signs used by builders or developers to advertise the property during the construction and sales period. The installation or relocation of all other signs requires Declarant or Board approval.

Section 13. In-House Businesses. In-House businesses may be conducted so long as (1) the business is conducted solely by the homeowners or occupants, (2) no outside signs or other advertisement is done, and (3) the business is not visited by customers or suppliers.

Section 14. Animals. No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted on any lot, with the exception of the following pets: dogs, cats, birds, and other usual or common household pets. Pets are not permitted to roam free or endanger the health of the community, make objectionable noise; or constitute a nuisance or inconvenience. All doghouses shall be in the rear of the house and not closer than fifteen (15) feet to a side property line. No pets shall be kept, bred, or maintained for any commercial purpose. All pets are the responsibility of the individual lot owners. And no pets that are known for vicious behavior shall be permitted on any lot.

Section 15. Appearance. Communication towers are expressly prohibited. Flat roofs are prohibited, unless approval in writing is obtained from the Declarant or Board. No inoperable or unlicensed motor vehicles may be parked on any lot for any amount of time.

All driveways and walks must be concrete or brick, as approved by the Board as established herein. All lots on which a dwelling unit is approved and built shall be landscaped in accordance with County specifications. Landscaping must be finished upon completion of the dwelling unit for occupancy. Total construction time, from the date of final approval of plans by the Declarant or Board to the completion of the dwelling unit for occupancy, shall not exceed twelve (12) months. All buffer areas are to be according to the County requirements.

Section 16. Site Appearance During Construction of Dwelling. All sites must be maintained in a clean and orderly manner at all times. The storage of materials should be in an inconspicuous location within the site and stored neatly and orderly. All construction debris shall be cleared at the end of each working day.

Section 17. Conduct During Construction of Dwelling. The owner of any lot must ensure that all contractors and/or subcontractors control the conduct of their employees while working in Cottages at Mariner's Pointe Subdivision. Loud music, profanity, and other behavior which is unbecoming of a quality operation will not be tolerated. Employees violating this policy may be asked to leave the premises and may be denied access at the construction entrance.

Section 18. All-terrain Vehicles. No ATV's, dirt bikes, go carts or similar recreational vehicles will be allowed off the Homeowner's property and are only allowed on the Homeowner's property for storage purposes. They will not be allowed on ANY property or roads of the subdivision nor ANY adjoining property owned by the Developer.



Section 19. Firearms. Discharging of firearms of any kind is strictly prohibited anywhere in the subdivision or on any adjoining property owned by the developer. The use of any firecrackers or firecracker-type device is also strictly prohibited.

Section 20. Flagpoles. Flagpoles are not allowed. Decorative or seasonal flags must be mounted on the main residential dwelling and shall not exceed the roof line of the main residential dwelling. There shall be no flags displayed that are rebel flags, or the like, or in any way or fashion considered offensive or obscene in nature. Declarant and the Board reserve the right to deny the use of any flag within said Subdivision except flags of the United States of America or the State of North Carolina.

Section 21. Garbage, Clotheslines, Woodpiles, and Maintenance. All lots, whether occupied or unoccupied, shall be well-maintained, mowed and cut and no unattractive growth or accumulation of rubbish, debris, woodpiles, or other building materials shall be permitted. Should any lot owner fail to maintain a lot in a neat, clean and well-mowed fashion, then either the Declarant, the Board or its designee shall have the right to enter upon said lot to perform such maintenance and the lot owner shall be responsible for the costs incurred and the entry shall not be deemed a trespass. Trash, garbage or other waste shall not be kept except in sanitary containers. All garbage containers and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, or passing vehicles; provided garbage containers may remain on the curb for up to twelve (12) hours on days of scheduled curbside pick up. No lot shall have a clothesline or similar obstruction used for the drying of clothing. All lot owners shall upkeep and maintain the grass, vegetation and landscaping for each lot, whether the lot is occupied or unoccupied.

Section 22. Roadways and Ditches. All builders or lot owners will be responsible for the shoulders and the ditches from the property line to the edge of the pavement, during construction of houses. Once sold to Homeowner, each Homeowner will be responsible for maintaining the shoulders and ditches from the right-of-way to the edge of the pavement. This includes mowing and any other maintenance required.

Section 23. Grading. Owners shall not grade their property so as to interfere with the established drainage pattern over any property except as approved in writing by the Declarant or Board. Owners should work with the natural contours and seek solutions that minimize the impact of grading with respect to major alterations of existing grades. Owners may create berms, slopes, and swales for the purpose of defining space and screening undesirable views, noise, and high winds. Grassed slopes or berms are suggested not to exceed three (3) feet of horizontal distance to one foot of rise or vertical height (3 to 1 slope) in order to permit greater ease of mowing and general maintenance. Any berms must be approved by the Declarant or Board.

Section 24. Retaining Walls and Fences. All retaining walls and fences require approval by the Declarant or Board: (1) no fence, wall, or hedge shall be erected, placed, or altered on any lot nearer to and street fronting such lot than the back building corner of the main dwelling constructed on such lot and shall not exceed five (5) feet in height; and (2) unless written consent is given by the Declarant or Board. All fences on lots shall be constructed of wood



and maintained at all times in a structurally sound and attractive manner and in a good state of repair. All fences on lots must be approved by the Declarant or Board and no fence shall be constructed, placed, or allowed to remain on any lot until the owner thereof had obtained approval for such fence from the Declarant or Board. No chain link fences shall be allowed.

Section 25. Vehicle Parking. The owner of each lot shall provide for adequate parking space on the lot for vehicles of all types and all other apparatus designed for movement over and upon streets or highways (whether self-propelled or not) and regularly used by the residents of the single-family residence on the lot. No automobiles, trucks, vans, travel trailers, other trailers or any other apparatus designed for movement over and upon streets or highways (whether self-propelled or not) shall be parked on the streets within or adjoining the property and trucks with tonnage in excess of one (1) ton shall not be permitted to park overnight. Parking overnight of any vehicles other than a duly licensed passenger vehicle in the front and side yard is prohibited.

Section 26. Playhouses. A playhouse shall be considered an accessory building if it measures more than Twenty-four (24) square feet, and/or is more than six (6) feet high from peak to ground, or is constructed on a concrete slab or footing. Such a playhouse can only be erected with the approval of the Declarant or Board.

Section 27. Pools. Declarant or Board approval is required for the construction or installation of pools. Pools shall be an integral part of the deck or patio area and/or the rear yard landscaping. A pool shall be located in the rear or side yard, shall be installed in such a way that it is not immediately visible to adjacent property owners. Pools shall be fenced for safety purposes and Owners are required to install safety features such as locks or covers for these items when they are not in use. Pools require a valid building permit and are governed under the jurisdiction of Brunswick County. All pools must be code compliant.

Section 28. Recreational Equipment. Installation of all basketball backboards, whether garage-mounted or free standing pole-mounted, require Declarant or Board approval. Freestanding pole-mounted backboards are prohibited in the front yard whether permanent or sleeve-set. The review of rear and side yard pole-mounted backboard shall be based upon, but not limited to, the following considerations: proximity of goal to property lines and proximity of goal to neighbor's living areas, landscaping and vehicles.

Approval is required for the installation of play and sports equipment taller than seven (7) feet. Ten-foot portable basketball goals may be permitted, provided such goals are stored out of view when not in use. Owners shall exercise consideration toward neighbors, any such equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbance from neighbors. Tree houses are prohibited.

Section 29. Damaged Property. Any dwelling or out building on any lot which may be destroyed in whole or in part by fire, wind, storm, or from any other cause or act of God, must be rebuilt or all debris removed. The lot must be restored to a sightly condition as above enumerated forthright or no later than within three (3) months of the destruction.



ARTICLE V

EASEMENTS

The Declarant reserves the right to subject the real property in this subdivision to a contract with the appropriate energy company for the installation of underground electric cables and/or installation of street lighting, either or both of which may require an initial payment and/or continuing monthly payment to the appropriate energy company by the owner of each building unit.

Easements for installation and maintenance of utilities and drainage facility are reserved along each property line of each lot in the subdivision to a width of 10 feet of each line unless such shown easements are depicted on the recorded plat, in which case the plat shall control. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities, or which may change the direction of flow of the drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements for which a public authority or utility company is responsible.

ARTICLE VI

IMPERVIOUS MATERIALS

Impervious Materials. Any impervious material placed upon lots shall not exceed the percentage that is required by the Codes of the County of Brunswick. "Impervious material" is defined as rooftops of homes, garages, outbuildings, and paved or concrete driveways, walkways and patios.

ARTICLE VII

ENFORCEMENT

Enforcement shall be the responsibility of the homeowners of the subdivision, but the Declarant, the Board or any lot owner shall also have the right to bring enforcement proceedings. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. The prevailing party in any enforcement proceeding shall be entitled to recover from the adverse party a reasonable sum for reimbursement of attorney's fees and court costs incurred in enforcing or defending matters related to these covenants in an amount to be determined by the court. The Declarant or Board shall have the right to impose fines on owners for violations of these Covenants. The procedure for imposing said fines shall be that as described in the North Carolina Planned Community Act Section 47F-3-107.1 as it may be amended from time to time.



ARTICLE VIII

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, and the failure of any person or persons to take action to enforce the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE IX

AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration s recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by affirmative vote of not less than sixty-seven percent (67%) of the then Lot Owners or by an instrument signed by not less than sixty-seven percent (67%) of the then Lot Owners. Any amendment to this Declaration must be recorded in the Office of the Register of Deeds of Brunswick County, North Carolina.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed, by authority of its Member/Managers, this 8th day of December, 2008.

CARTER CHAPPELL, LLC

BY: *Harold Chappell*

NORTH CAROLINA

PENDER COUNTY

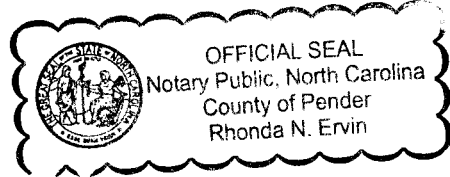
I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that R. HAROLD CHAPPELL personally appeared before me this date and acknowledged that he is Member/Manger of, **CARTER CHAPPELL, LLC** a North Carolina limited liability company, and by authority duly given and as an act of said entity, he signed the foregoing instrument on behalf of said entity in such capacity.

Witness my hand and official stamp or seal on this the 8th day of December, 2008.

Rhonda N. Ervin

NOTARY PUBLIC

My Commission Expires: 2/27/2013



**SUPPLEMENTAL RESTRICTIVE COVENANTS FOR
THE COTTAGES AT MARINER'S POINTE SUBDIVISION**

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

Brief description for index:

Map Cabinet 62, Page 79

THESE SUPPLEMENTAL RESTRICTIVE COVENANTS FOR THE COTTAGES AT MARINER'S POINTE are made this the 26th day of October 2016 by WILLIAM B. JONES CONSTRUCTION, INC. ("Declarant"), and shall become binding upon any person, firm, corporation, company, or otherwise that shall acquire any interest in the herein described property hereinafter made subject to these Restrictive Covenants for The Cottages at Mariner's Pointe Subdivision.

WITNESSETH:

WHEREAS, The Original Declarant, Carter Chappell, LLC caused to be filed in the Brunswick County Registry a certain document entitled, "DECLARATION OF RESTRICTIVE COVENANTS OF THE COTTAGES AT MARINER'S POINTE SUBDIVISION" ("Covenants") in Deed Book 2863, Page 768 of said Registry; and

WHEREAS, a plat of The Cottages at Mariner's Pointe Subdivision is recorded in Map Cabinet 62, Page 79 in the Brunswick County Registry, reference to said plat is hereby made for a more particular description; and

WHEREAS, Declarant is required by the Department of Environmental and Natural Resources, Division of Energy, Mineral and Land Resources for the State of North Carolina (hereinafter "DENR") to record these restrictions as they pertain to the Stormwater Management Permit Number SW8 131212 (hereinafter "Stormwater Permit") as issued by DENR under NCAC 2H.1000; and

WHEREAS, the Declarant now enters into this Supplemental Restrictive Covenants hereby consenting to the following amendment to the Covenants and further shall be binding on their successors in interest.

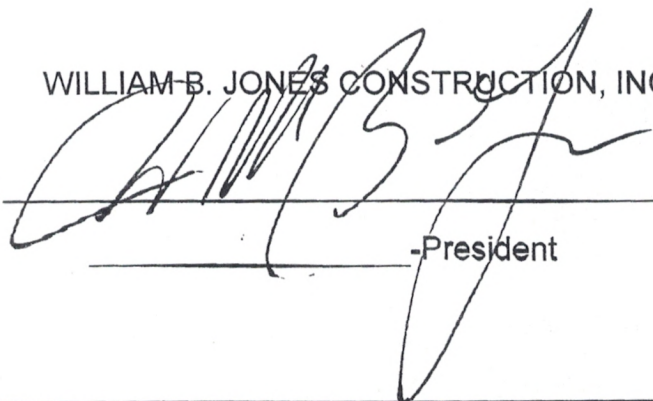
NOW THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, the Declarant makes the following amendment to the Covenants as required by DENR in the aforementioned permit:

1. That the State of North Carolina is made beneficiary of these Covenants to the extent it is necessary to maintain compliance with the aforementioned Stormwater Permit; and
2. These Covenants shall run with the land and be forever binding on all persons, parties and their successors in interest claiming interest under said Covenants.
3. Any Covenants for said lands that pertain to the stormwater for the subdivision cannot be altered or rescinded by any party without the express written consent of the State of North Carolina.
4. No alternations of the drainage systems as they appear on the approved plans by DENR may be made without the concurrence of DENR.
5. The maximum built upon area per lot in the subdivision shall be 2,587 feet. This allotted amount includes any built upon area constructed with the lot property boundaries and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
6. The filing in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the subdivision except for average driveway crossings, is strictly prohibited by any persons.

IN WITNESS WHEREOF, the Declarant, William B. Jones Construction, Inc. have caused this Supplemental Restrictive Covenants to be duly executed by their respective members who have set their hand and seal, the day and year first above written.

WILLIAM B. JONES CONSTRUCTION, INC.

By: _____



(SEAL)

-President
