



**CORRECTION TO RESTRICTIVE COVENANTS FOR  
CROSS CREEK SUBDIVISION, SECTION 2**

STATE OF NORTH CAROLINA  
COUNTY OF PENDER

Brief description for the index: Restrictions Sec 2 Cross Creek

THIS CORRECTION TO RESTRICTIVE COVENANTS OF CROSS CREEK SUBDIVISION, SECTION 2 are made this the 25th day of February, 2010 by P M & M, INC., hereinafter referred to as the "Declarant", and any and all persons, firms, or corporations hereinafter acquiring any of the within described property and any of the property hereinafter made subject to this Correction to Restrictive Covenants of Cross Creek Subdivision, Section 2, hereinafter referred to as the "Correction to Section 2 Restrictions."

**WITNESSETH:**

Whereas, Declarant was the original Developer of Cross Creek Subdivision and subjected Cross Creek Subdivision to the Restrictive Covenants of Cross Creek Subdivision recorded in Book 1303 at Page 303 as rerecorded in Book 1310 at Page 207 and amended by instrument recorded in Book 1455 at Page 189 of the Pender County Registry; and

Whereas, Declarant subjected the lots in Section 2 of Cross Creek Subdivision to the hereinabove described Restrictive Covenants of Cross Creek by those certain Restrictive Covenants for Cross Creek Subdivision, Section 2 recorded in Book 1569 at Page 138 of the Pender County Registry; and

Whereas, at the time of recording the Section 2 Restrictions, it was the intent of the Declarant to designate certain lots as horse lots, but the recorded document failed to make the designation; and

Whereas, the Declarant is desirous of correcting the Section

W. JAMES BRANDON  
ATTORNEY AT LAW

HAMPSTEAD VILLAGE  
POST OFFICE BOX 40  
HAMPSTEAD, NC 28443



2 Restrictions to designate the horse lots.

Now Therefore, in accordance with the recitals which by this reference are made a substantive part hereof declares that Paragraph 15 under Section B - General Use Restrictions is amended to read as follows:

15. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No animals or poultry of any kind may be kept or maintained on any of said lots, except a reasonable number of dogs, cats and birds that are kept on the owner's property and except for horses on the designated lots as is hereinafter set forth. No dogs shall be permitted to roam the property, and the Association may have strays and dogs that are not leashed and are found off their owner's lot removed by government authorities. The throwing or dumping of trash, garbage and waste materials shall not be permitted. The interference of any stream or future waterways so as to cause pollution or stagnation in these waterways is prohibited. No clearing, filling or disturbing of the wetlands in violation of the governmental regulations shall be permitted. No clearing of any type shall be permitted without prior approval from the Committee. There shall be no excavation which does not pertain to the building or construction of a home. Bottled gas containers and oil tanks shall be screened from public view. No heating or cooling system shall discharge surface water from any lot without prior approval from the Committee. There shall be no above-ground swimming pools, unless approved by the Committee.

Lots 2, 3, 7, 8, 13 and 14 in Section 1 of Cross Creek and Lots 82, 83, 84 and 85 in Section 2 of Cross Creek are designated as horse lots and are located adjacent to a Horse Exercise Area. Owners of lots designated as horse lots may keep and board one (1) horse. The horse must be stabled in an approved barn. Any fences erected on the lot must meet the criteria detailed in other sections of these Restrictions. The owner is responsible for the removal of any manure and/or debris generated by the horse; the removal must be done on a timely basis so as not to create any noxious odor, health hazard or breeding place for insects. The horse may roam within an enclosed fence area on the rear of the lot. Certain areas have been established as Horse Exercise Areas and only bridled horses shall be allowed in these areas and no horse shall be permitted to roam freely within these areas. The Maintenance of the Horse Exercise Areas shall be the responsibility of the Association and the Association shall establish a maintenance assessment to be paid by the owners of the lots utilizing the Horse Exercise Areas; said assessment to be in addition to the regular assessments and special assessments of the Association.

W. JAMES BRANDON  
ATTORNEY AT LAW

HAMPSTEAD VILLAGE  
POST OFFICE BOX 40  
HAMPSTEAD, NC 28443





In Testimony Whereof, P M & M, INC., a North Carolina corporation, has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, the day and year first above written.

P M & M, INC.,  
a North Carolina corporation  
By: Nora J. Morris, Secretary

Deed dated February 25, 2010.

State of North Carolina, County of Pender.  
I, Susie Brandon, a Notary Public in and for the County and State aforesaid, do hereby certify that

Nora J. Morris,  
who is known to me or proved to me on the basis of satisfactory evidence to be the person(s) described, personally appeared before me this day and acknowledged that (s)he is the Secretary (Title of Office held) and authorized officer of P M & M, Inc.

a North Carolina corporation, and further that (s)he acknowledged the due execution of the foregoing instrument on behalf of the corporation.

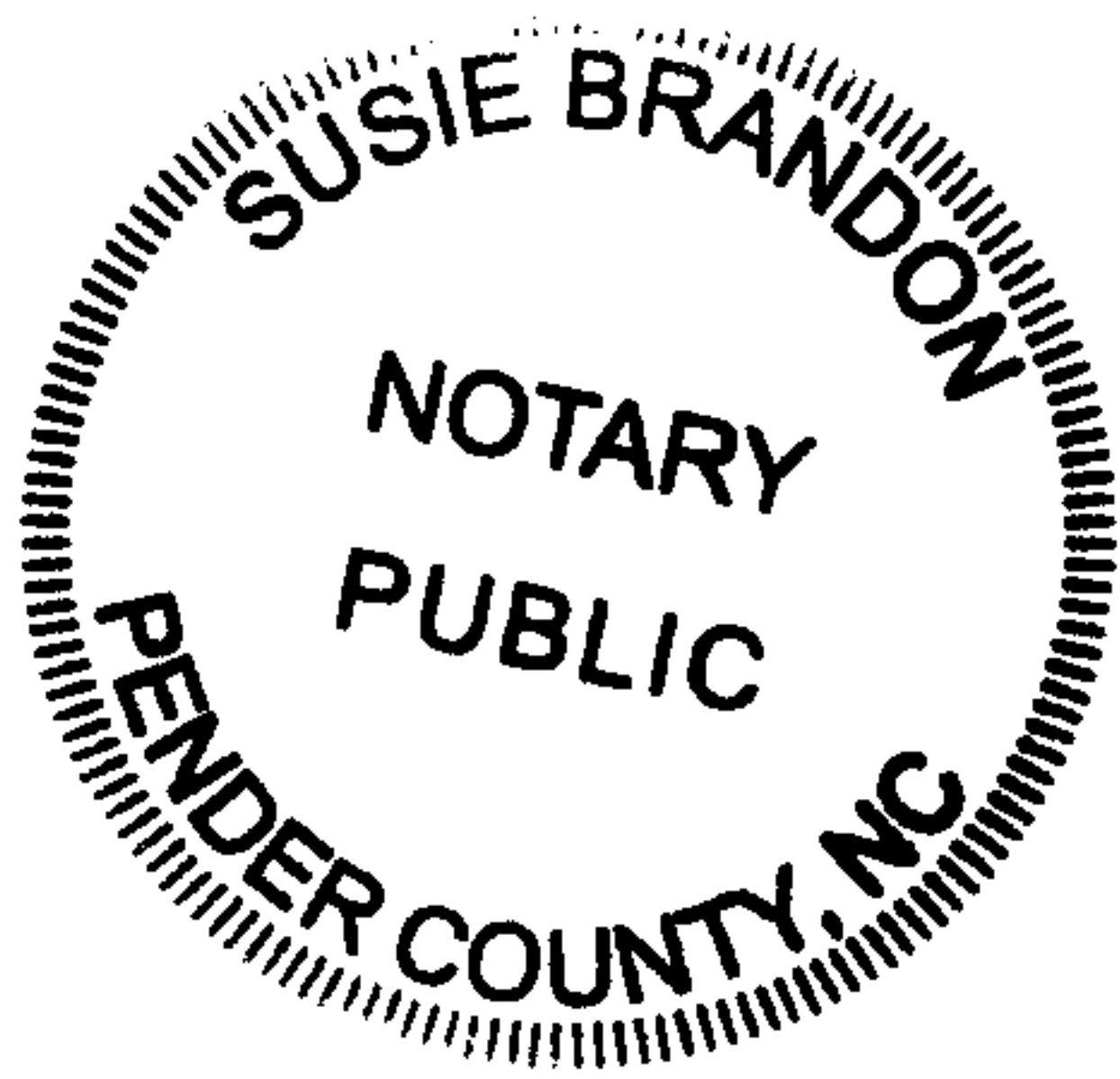
Witness my hand and official stamp or seal this the 12 day of March, 2010.

My Commission Expires:  
8-30-2014

Susie Brandon  
Signature of Notary Public

(Affix Notary Stamp  
or Seal here)

Susie Brandon  
Printed Name of Notary Public



W. JAMES BRANDON  
ATTORNEY AT LAW  
HAMPSTEAD VILLAGE  
POST OFFICE BOX 40  
HAMPSTEAD, NC 28443