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JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, NC

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC

**SUPPLEMENTAL RESTRICTIVE COVENANTS FOR
CROSS CREEK SUBDIVISION
ADDITION OF SECTION 4**

STATE OF NORTH CAROLINA
COUNTY OF PENDER

Brief description for the index: Restrictions Sec 4 Cross Creek

THESE SUPPLEMENTAL RESTRICTIVE COVENANTS OF CROSS CREEK SUBDIVISION ADDITION OF SECTION 4 are made this the 25th day of August, 2004 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 these Restrictive Covenants of Cross Creek Subdivision, Section 4, hereinafter referred to as the "Section 4 Restrictions."

WITNESSETH:

Whereas, Declarant is the owner of certain property in Pender County, North Carolina known as Cross Creek Subdivision; and

Whereas, Section 4 (Lots 103 thru 241, inclusive) of Cross Creek Subdivision is more particularly described by map(s) thereof recorded in Map Book 38 at Page 17 of the Pender County Registry, to which map reference is hereby made for a more particular description; and

Whereas, Cross Creek Subdivision is subject to the Restrictive Covenants of Cross Creek Subdivision recorded in Book 1303 at Page 303, rerecorded in Book 1310 at Page 207, amended by instrument recorded in Book 1455 at Page 189, and supplemented by instruments recorded in Book 1569 at Page 138 and Book 1941 at Page 87 of the Pender County Registry; and

Whereas, pursuant to the provisions of Paragraph A(2)(a) of the Restrictive Covenants of Cross Creek Subdivision, Declarant has the right to include Section 4 within Cross Creek Subdivision

and subject Cross Creek Subdivision, Section 4 to the Restrictive Covenants of Cross Creek Subdivision; and

Whereas, the Bylaws of Cross Creek Homeowners Association, Inc. are recorded in Book 1303 at Page 323 of the Pender County Registry; and

Whereas, the Bylaws of Cross Creek Homeowners Association, Inc. provide the Declarant the ability to subject Cross Creek Subdivision, Section 4 to said Bylaws such that all owners of any Lots within Section 4 shall become members of Cross Creek Homeowners Association, Inc. and subject to the rights, obligations, and responsibilities of the Bylaws of Cross Creek Homeowners Association, Inc.

Now Therefore, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that:

ARTICLE I
CROSS CREEK SUBDIVISION, SECTION 4
IS SUBJECT TO CROSS CREEK SUBDIVISION
RESTRICTIVE COVENANTS AND BYLAWS

All of the property described herein, and specifically Cross Creek Subdivision, Section 4, is made subject to the Restrictive Covenants of Cross Creek Subdivision recorded in Book 1303 at Page 303, rerecorded in Book 1310 at Page 207, amended by instrument recorded in Book 1455 at Page 189, and supplemented by instruments recorded in Book 1569 at Page 138 and Book 1941 at Page 87 of the Pender County Registry, and the Bylaws of Cross Creek Homeowners Association, Inc. recorded in Book 1303 at Page 323 of the Pender County Registry, and that such easements, restrictions, covenants and conditions shall burden and be appurtenant to and run with said Cross Creek Subdivision, Section 4 properties and be binding on all parties now or hereafter owning said real property and their respective heirs, successors and assigns, having any right, title or interest in the properties in said Cross Creek Subdivision, Section 4, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

ARTICLE II
CROSS CREEK SUBDIVISION, SECTION 4
IS SUBJECT TO THE FOLLOWING
ADDITIONAL RESTRICTION

B. GENERAL USE RESTRICTIONS.

Declarant does hereby covenant and agree with all persons, firms or corporation hereafter acquiring title to any portion of the Property that the Property is hereby subject to the following additional restrictions as to the use thereof and does agree, publish and declare that the deeds hereinafter made by it to

purchasers of the Property shall be made subject to the following additional restrictions (revised paragraph 15, revised paragraph 31, and new paragraphs 38, 39, and 40):

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.

31. Each owner of Section 4 lots, which lots may lie in an area of environmental concern, by acceptance of a deed for a lot, agrees that the total built upon area for each lot, inclusive of right of ways, structures, pavement, walkways, or patios of concrete, brick, stone or slate, not including wood decking or walkways, shall not exceed 6,943 square feet or twenty-four (24%) percent of the total area of said lot, whichever is less. Further, in order to protect adjoining watercourses from harmful nitrogen, loading and herbicide runoff, those lots bordering watercourses shall maintain a buffer satisfactory to the committee along said creek of an area not less than thirty (30) feet. This buffer shall be maintained in a natural state except for certain alterations and improvements that are approved by the Committee for purposes of improving the view of such watercourses. However, in no event shall any impervious coverage, inclusive of right of ways, structures, including wood decking or walkways, be erected within this thirty (30) foot buffer area, except as approved by the Committee and the regulating governmental authorities. Each lot will maintain a thirty (30) foot wide vegetative buffer between all impervious areas and surface waters. All roof drains shall terminate at least thirty (30) feet from the mean high water mark of surface waters. Each owner hereby specifically agrees that this Covenant will be binding on all parties and persons claiming under them, shall run with the land, and its benefits enforced by the State of North Carolina, and may not be deleted, changed or modified without the consent of the State of North Carolina. Each owner, prior to the commencement of construction,

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will verify the accuracy of any built upon area calculations with the Association or the State of North Carolina.

38. No motorized all terrain vehicle of any type shall be used or operated on the Property or anywhere within Cross Creek Subdivision. A "motorized all terrain vehicle", as used in this paragraph, is a two or more wheeled vehicle designed for recreational off-road use.

39. All homes constructed in Section 4 (Lots 103 thru 241, inclusive) shall be constructed on a crawl space foundation with brick or stone facing over the concrete block foundation.

40. All homes constructed in Section 4 (Lots 103 thru 241, inclusive) shall have roofs covered with architectural shingles or approved metal roofing.

41. All two-story homes constructed in Section 4 (Lots 103 thru 241, inclusive) that have less than 1,350 square feet of heated floor space on the first floor will be subject to the following additional guidelines:

- a) The home must be a minimum of fifty (50) feet in length across the front; this can include the garage and porch;
- b) A two car garage must be attached to the home; and
- c) The house plan must be approved prior to construction.

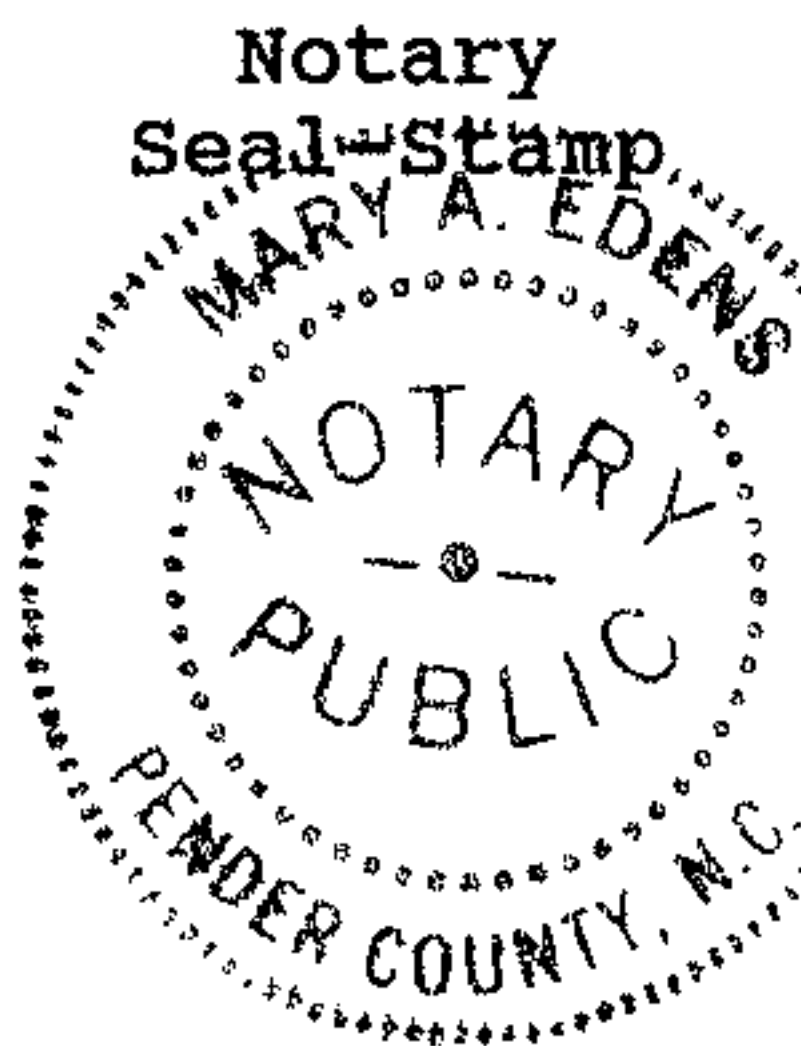
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In Testimony Whereof, P M & M, INC., a North Carolina corporation, has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors, the day and year first above written.

P M & M, INC.,
a North Carolina corporation

By: James Pope V-Pres.



State of North Carolina, County of Pender
I, Mary A. Edens certify that WILLIAM D. POPE
personally came before me this day and
acknowledged that he is the VICE PRESIDENT of
P M & M, Inc., a North Carolina corporation, and
that he, as VICE PRESIDENT being authorized to do so,
executed the foregoing on behalf of the corporation.
Witness my hand and official stamp or seal, this the
16 day of September, 2004.

My Commission Expires:
4/20/08

Mary A. Edens
Notary Public

The foregoing certificate(s) of Mary A. Edens

is/are certified to be correct. This instrument and this
certificate are duly registered at the date and time and in the
Book and Page shown on the first page hereof.

By Joyce M. Swicego Register of Deeds for Pender County
J.P. Dunn Deputy/~~Assistant~~ - Register of Deeds