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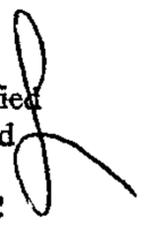
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JOYCE M. SWICEGOOD  
REGISTER OF DEEDS  
PENDER COUNTY, NC

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



**SUPPLEMENTAL RESTRICTIVE COVENANTS FOR  
CROSS CREEK SUBDIVISION  
ADDITION OF SECTION 5  
CAMBRIDGE AT CROSS CREEK**

STATE OF NORTH CAROLINA  
COUNTY OF PENDER

Brief description for the index: Restrictions Section 5  
Cambridge at Cross Creek

THESE SUPPLEMENTAL RESTRICTIVE COVENANTS OF CROSS CREEK  
SUBDIVISION ADDITION OF SECTION 5 CAMBRIDGE AT CROSS CREEK are  
made this the 24th day of May, 2006 by  
**COASTAL INVESTMENTS OF NC, LLC.**  
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 5 Cambridge at Cross Creek, hereinafter referred to as the  
"Section 5 Restrictions."

**WITNESSETH:**

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

Whereas, Section 5 Cambridge at Cross Creek (Lots 1 thru 30,  
inclusive) of Cross Creek Subdivision is more particularly  
described by map(s) thereof recorded in Map Book 41 at Page 137 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, Book 1941 at Page 87, and Book  
2478 at Page 252 of the Pender County Registry; and

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Whereas, pursuant to the provisions of Paragraph A(2)(a) of the Restrictive Covenants of Cross Creek Subdivision, P M & M, INC., the original Declarant, had the right to include Section 5 within Cross Creek Subdivision and subject Cross Creek Subdivision, Section 5 to the Restrictive Covenants of Cross Creek Subdivision; and

Whereas, pursuant to the provisions of deed recorded in Book 2740 at Page 109 of the Pender County Registry, the Section 5 property was subjected 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, Book 1941 at Page 87, and Book 2478 at Page 252 of the Pender County Registry; and further the deed provided for additional restrictions for Section 5 to be recorded by Grantee at a later date; 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 5 to said Bylaws such that all owners of any Lots within Section 5 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 5 AT CAMBRIDGE  
IS SUBJECT TO CROSS CREEK SUBDIVISION  
RESTRICTIVE COVENANTS AND BYLAWS

All of the property described herein, and specifically Cross Creek Subdivision, Section 5 Cambridge at Cross Creek, 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 5 Cambridge at Cross Creek 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 5 Cambridge at Cross Creek, 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 5 CAMBRIDGE AT CROSS CREEK  
IS SUBJECT TO THE FOLLOWING  
ADDITIONAL RESTRICTION

B. GENERAL USE RESTRICTIONS.

Declarant does hereby covenant and agree with all persons, firms or corporations 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, 40, and 41):

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. The following covenants are intended to ensure ongoing compliance with the State Stormwater Management Permit Number SW8\_060154 as issued by the Division of Water Quality under NCAC 2H.1000.

The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

The following covenants are to run with the land and be

binding on all persons and parties claiming under them.

The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

a) The maximum allowable built-upon area per lot is 6,000 square feet. This allotted amount includes any built-upon area constructed within 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, pavement, asphalt, concrete, gravel, brick, stone, slate and coquino, walkways, or patios of brick, stone, or slate, but does not include raised, open wood decking, or the water surface of swimming pools.

b) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons. Driveways must be piped in such a manner so as to not impede flow.

c) Any and all covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the Division of Water Quality.

d) Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.

e) All roof drains shall terminate at least 30' from the mean high water mark of surface waters.

f) Filling in, piping or altering any designated 5:1 curb outlet swale associated with the development is prohibited by any persons.

g) This project proposes a curb outlet system. Each designated curb outlet swale on the approved plan must be maintained at a minimum 100 foot long with 5:1 (H:V) side slopes or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 years storm in a non-erosive manner, and maintain a dense vegetative cover.

h) All lots within CAMA'S Area of Environmental Concern may have the permitted maximum built-upon area reduced due to CAMA jurisdiction within the AEC.

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 5 Cambridge at Cross Creek (Lots 1 thru 30, 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 5 Cambridge at Cross Creek (Lots 1 thru 30, inclusive) shall have roofs covered with architectural shingles or approved metal roofing.

41. Declarant reserves the right to subject the property to contracts for street lighting with Four County Electric Membership Corporation, which may require an initial payment and/or a continuing monthly payment by the Owner of each Lot.

Each Lot Owner will be required to pay for any water connection, sewer connection, impact fees or any other charges imposed by any entity furnishing water, sewer or other utility service to the Lots. In the alternative, the Developer may collect such connection, impact and other fees or charges directly from the Lot Owners. All Lot Owners shall be required, for household purposes, to use water and sewer supplied by the companies/governmental units servicing the Subdivision. Separate water systems for outside irrigation and other outdoor uses shall not be permitted without the consent of the Declarant or the Association.

[Remainder of page intentional left blank]

IN TESTIMONY WHEREOF, Declarant, a North Carolina limited liability company, has caused this instrument to be executed in its company name by its authorized member/manager with full authority to act for all of its members and managers and said member/manager has hereunto set his hand as the act and deed of the limited liability company, all on the day and year first above written.

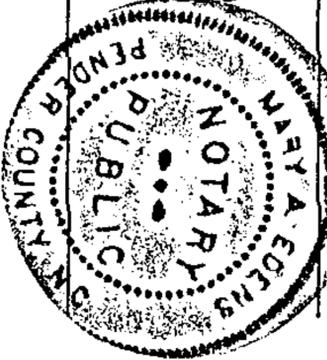
COASTAL INVESTMENTS OF NC, LLC,  
a North Carolina Limited Liability  
Company

By:

[Signature]  
Member/Manager

State of North Carolina, County of Pender.

Notary  
Stamp-Seal  
here



I, Mary A. Edens, a Notary Public in and for the County and State aforesaid, do hereby certify that JEREMIAH B. REEVES, JR. personally appeared before me this day and acknowledged that he is the authorized member/manager of COASTAL INVESTMENTS OF NC, LLC, a North Carolina limited liability company, and further that he acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal this the 24 day of May, 2006.

My Commission Expires:

4/20/08

[Signature]  
Notary Public