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Brunswick County—Register of Deeds
Robert J. Robinson
Inst #172006 Book 1805Page 921
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STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

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FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAGE GREEN TOWNHOMES AT SOUTH HARBOUR VILLAGE AT WESTPORT

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAGE GREEN TOWNHOMES AT SOUTH HARBOUR VILLAGE AT WESTPORT, made and entered into as of the 13th day of August, 2003, by and between POINT ASSOCIATES, LLC, a North Carolina Limited Liability Company, hereinafter called "Developer", Hilla Builders, Inc., a North Carolina Corporation, (hereinafter sometimes referred to as "Hilla", and all prospective purchasers and owners of real property within the Planned Living Unit Development generally known as "Village Green Townhomes at South Harbour Village at Westport."

WITNESSETH:

WHEREAS, Developer and Hilla Builders, Inc., did, on December 7, 2001, cause the Declaration of Covenants and Restrictions for Village Green Townhomes at South Harbour Village at Westport to be recorded in the Office of the Register of Deeds of Brunswick County, North Carolina, said Declaration being recorded in Book 1529 at Page 663 of said Registry; and

WHEREAS, the Developer and Hilla have determined that it is in the best interest of the said development above described that the said Declaration be amended in the manner herein after set forth; and

WHEREAS, at a duly called meeting for that purpose, the following amendments to the said Declaration were duly adopted and shall hereafter be operative and binding on all Members and their properties upon the recording of this First Amendment in the said Brunswick County Registry;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAGE GREEN TOWNHOMES AT SOUTH HARBOUR VILLAGE AT WESTPORT IS DULY ADOPTED AS FOLLOWS:

ARTICLE I, DEFINITIONS, Section 1. (j), is deleted in its entirety and the following is substituted in lieu thereof:

"(j) "Master Association shall mean South Harbour Village Property Owners Association, Inc., and /or South Harbour Master POA, Inc., or similar, of which the Village Green Property Owners Association, Inc., shall be a member, and therefore subject to the Master Declaration. Individual members of the Village Green Property Owners Association, Inc. shall not be members of the Master Association, but shall be represented therein by their Association."

ARTICLE XIV, GENERAL PROVISIONS, Section 5. Enforcement., is deleted in its entirety and the following is substituted in lieu thereof:

“Section 5. Enforcement. The Developer, Hilla, the Association, or any Owner, and, where applicable, the State of North Carolina, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, the Association, an Owner, or the State of North Carolina to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Further, the covenants set forth herein are intended to ensure the ongoing compliance with State Stormwater Management Permit Number 990851 Modification, as issued by the Division of Water Quality. The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its storm water runoff regulations as the same may be amended from time to time and to maintain compliance with the above noted stormwater management permit. These covenants shall run with the land and be binding upon all persons and parties claiming under them. The maximum built upon area for each townhouse unit shall be three thousand five hundred (3,500) square feet, unless and until the State of North Carolina shall revise its storm water runoff regulations to permit a greater Built Upon Area for such units. For purposes of this section, the allowable "Built Upon Area" shall include that portion of the right-of-way between the front lot line and the edge of the pavement. Further, built upon areas shall include, but not be limited to, structures, asphalt, concrete, gravel, brick, and/or walkways of asphalt, concrete, gravel, brick, stone, slate, or coquina, but shall not include raised, open wood or synthetic material decking, or the water surface of a swimming pool. Any Owner may, in accordance with applicable government regulations, borrow from another Owner any Built Upon Area which is not being utilized by the other Owner, without the approval of any Owner(s) not involved in such transaction, the Developer, Hilla, or the Association.

Any covenants pertaining to stormwater regulations may not be changed or deleted without the concurrence of the Division of Water Quality of the North Carolina Department of Environment and Natural Resources. Lots within the Area of Environmental Concern (AEC) of Coastal Area Management (CAMA) may have the built-upon area reduced to CAMA jurisdiction within the AEC. Alteration of the drainage as shown on the approved plan shall not take place without the concurrence of the State of North Carolina. Furthermore, all drainage easements, and/or any portion thereof which is located on any portion of any lot within the subdivision shall be preserved, protected, and maintained by the owner of said lot. Further, the filling in or piping of any vegetative conveyances (ditches, swales, etc.) within or used by the subdivision, except for average driveway crossings, is strictly prohibited. Each lot will maintain a thirty (30) foot wide vegetated buffer between all impervious areas and surface waters. All roof drains shall terminate at least thirty(30) feet from the mean high water mark.

With respect to any curb and gutter located within the subdivision, the following additional restrictions shall apply:

(A) Filling in, piping or altering any designated 5:1 curb outlet swale associated with the subdivision is prohibited by any person or persons.

(B) With respect to any curb outlet system, each designated curb outlet swale shown on the approved plan must be maintained at a minimum of 100 feet long with a 5:1 (H:V) side slope or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, and maintain a dense vegetated cover.”

Except as amended hereby, the Declaration of Covenants and Restrictions for Village Green Townhomes at South Harbour Village at Westport recorded in Book 1529

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at Page 663 in the Office of the said Register of Deeds of Brunswick County, North Carolina, is confirmed, ratified, and re-adopted.

IN WITNESS WHEREOF, POINT ASSOCIATES LLC has caused this instrument to be duly executed in its name by its duly authorized members, and Hilla Builders, Inc. has caused the same to be executed by its President, attested by its Secretary, all as has been duly authorized by its Board of Directors, all as of the day and year first above written.

POINT ASSOCIATES, LLC

By: [Signature]
Member-Manager

POINT ASSOCIATES, LLC

VIABLE CORP., Member-Manager

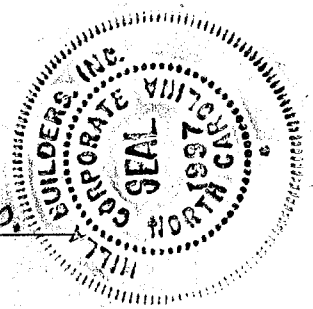
By: [Signature]
President

ATTEST:

[Signature]
Secretary

HILLA BUILDERS, INC.

By: [Signature]
President



ATTEST:

[Signature]
Secretary

STATE OF NORTH CAROLINA

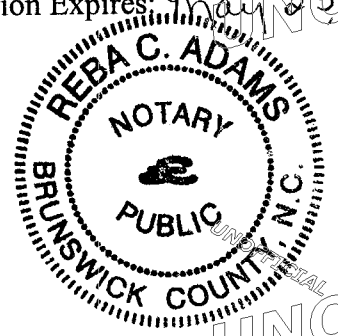
COUNTY OF Brunswick

I, a Notary Public of the County of Brunswick and State aforesaid, do hereby certify that ALTON Y. LEMMON, Member-Manager of Point Associates, L.L.C., personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and notarial seal., this the 14 day of August, 2003.

[Signature]
Notary Public

My Commission Expires: May 23 2004



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