

STATE OF NORTH CAROLINA

COUNTY OF PENDER

AMENDMENT OF DECLARATION OF RESTRICTIVE COVENANTS

SECTION 7 OLDE POINT DEVELOPMENT

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS.

This AMENDMENT OF DECLARATION OF RESTRICTIVE COVENANTS is made and entered into this 19th day of April, 2023 by the Owners of a majority of the lots in Section 7 Olde Point Development, Pender County, North Carolina, a Planned Community created prior to January 1, 1999, as further defined herein and as shown in the Pender County Registry at Map Book 25, Page 41; Map Book 25, Page 28; Map Book 28 Page 5; and Map Book 31 Page 107; and other filed maps ; and further joined by the SECTION 7 HOMEOWNERS ASSOCIATION, INC.(Hereinafter “Association”), a North Carolina not for profit corporation operating in Pender County, North Carolina, which has also approved these amendments.

WHEREAS, the original Restrictive Covenants for Section 7 Olde Point Development, were effective on November 3, 1989, recorded in Book 743, Page 215 of the Pender County Register of Deeds and they were made by Olde Point Associates Limited Partnership (OPALP), the owner and developer of the property referred to as Section 7 Olde Point Development. Olde Point Associates Limited Partnership, which now owns zero lots within Section 7, has been superseded by Section 7 Homeowners Association, Inc. Section 7 Homeowners Association, Inc. amended the original covenants, effective October 1, 2012, recorded in Book 4141, Page274 of the Pender County Register of Deeds by a majority vote of the members of Section 7 Homeowners Association, Inc.

WHEREAS, in order to provide for a uniform development of the properties within the Section 7 Olde Point Development areas, so as to preserve their value and to protect the present and future owners of lots thereof, for itself, its successors and assigns, these covenants are hereby amended by formal vote of at least 67% of the lot owners (15 lot owners) with said ballots attached as a written instrument as Exhibits to this amendment with further being recorded in the Minutes of the meeting of the Association on the 19th day of April, 2023. All prior Declarations and Covenants are hereby superseded in their entirety by these Amended Restrictive Covenants. The amended restrictions and covenants, in their entirety, which apply to said property are the following:

1. DEFINITIONS

As used in this Declaration of Restrictive Covenants, the following terms shall mean:

(a) "Association" means the Section 7 Homeowners Association, Inc., and its successors or assigns.

(b) "Record and Recording" refers to record or recording with the Register of Deeds for Pender County, North Carolina.

(c) "Subdivision" means the portion of the property which has been or is to be subdivided into residential lots.

(d) "Residential lots" or "lots" means those portions of the property specifically allocated, platted and/or records or to be platted and recorded as lots for sale and/or used as single family residences.

(e) "Restrictions" shall mean the restrictions and covenants set forth in this Declaration of Restrictive Covenants, or as said restrictions may be amended from time to time.

(f) "Architectural Control Committee" shall mean the committee established by these covenants to review all building plans, plot plans, site improvements plans, and to approve or disapprove the same in accordance with the restrictions herein set forth and to perform such duties as may be delegated or authorized herein.

The Architectural Control Committee (ACC) is a committee of the Association, and as such operates under the direction and control of the Board of Directors of the Association. The Association will provide monetary and administrative support to the Committee as the Board of Directors of the Association shall determine to be prudent within the purposes and resources of the Association.

Said committee shall be composed of at least five (5) members. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of this Committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the

Committee or to withdraw from the Committee or restore to it any of its powers and duties. In the event a decision by the Architectural Control Committee is not favorable, then the decision may be appealed within thirty (30) days in writing to the President or Vice President of the Board of Directors of the Association which will then succeed to the powers and authorities of the Architectural Control Committee for the specific matter appealed. Board rulings will be final.

(g) "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners.

2. APPLICABILITY

These restrictions shall apply to all residential lots in SECTION 7, Olde Point.

3. RESERVATIONS

Association reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the purpose of providing electricity, telephone, gas, sewer, water or other public conveniences, or utilities to the lot owners. Such rights may be exercised by any licensee of the corporation, or its successors and assigns, but this reservation shall not be considered an obligation to provide or maintain any such utility or service.

4. BUILDING AND SITE IMPROVEMENTS

(a) No dwelling, building, fence, wall, bulk heading, dock or other structure shall be erected, placed, or altered, on any residential lot, nor shall the grade or elevation or physical characteristics or any lot or portion thereof be altered in any way whatsoever, until the proposed building plans, specifications, exterior colors and finishes, site and grading plans (showing the proposed location of such

building or structure, drives, parking areas and proposed alterations to the grade, elevation or physical characteristics of the site) and the construction schedule have been approved in writing by the Architectural Control Committee before any on-site work begins. Any changes made to the color or material of the exterior or roof of a home, including addition of solar panels, must be approved by the ACC before on-site work begins.

In the event that the Architectural Control Committee fails to approve or disapprove such design and location within thirty(30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with. Refusal of approval of any such plans, location or specification may be based by the Architectural Control Committee upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the Architectural Control Committee shall seem sufficient. Without prior written consent of the Architectural Control Committee no changes or deviations in or from such plans or specifications as approved shall be made. One (1) copy of all plans and related data shall be furnished to the “Architectural Control Committee for its records. The Architectural Control Committee shall not be responsible for any structural defects or other defects in plans or specifications submitted to it or in any structure erected according to such plans and specifications.

(b) Owners shall maintain their lots free of natural or unnatural refuse or unsightly objects such as fallen or dead trees, garbage, garbage cans, or trash of any kind.

(c) Burning on lots that are being cleared and/or prepared for building, or burning during construction, is not allowed. Only vegetation may be burned by property owners.

5. APPROVAL OF PLANS

(a) No house plans will be approved unless the proposed house shall have a minimum of 1800 square feet of enclosed dwelling area, or if two stories, shall have a minimum of 2,250 square feet of enclosed dwelling area, of which a minimum of 1,500 square feet shall be the first story, unless specifically exempted by the Architectural Control Committee. The term “enclosed dwelling area” as used in the minimum requirements shall be the total enclosed area within the dwelling, provided however, that such term does not include garages, terraces, decks, open porches, and like areas; provided further, that shed type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term “enclosed dwelling area”. In addition, no building constructed after the date of this Declaration can exceed 35 feet in height from the dwelling front ground level. No manufactured or mobile homes are allowed.

(b) No building shall be built within 15 feet of the boundary of an adjacent lot. Since the establishment of inflexible building setback lines for location of houses on lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by these restrictions. In order to assure, however, that the foregoing considerations are given maximal effect, the site and location of any house or dwelling or other structure upon any lot shall be controlled by and must be approved absolutely by the Architectural Control Committee. The Architectural Control Committee shall have the authority to issue approval of plans so long as such variation is no more than ten percent (10%) (1.5 ft.) of the setbacks as set forth in these restrictions.

(c) The exterior of all houses and other structures, pools, ponds, fences or other required approvals must be completed within twelve (12) months from the date of approval of plans and must be completed within twelve (12) months after construction of same shall have commenced. If construction has not started within the (twelve) 12 month time frame, plans must be re-submitted to the ACC for renewed approval.

(d) No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling not to exceed two (2) stories in height, unless the Architectural Control Committee approves in writing a structure of more than two (2) stories pursuant to Paragraphs 4(a) and 5(a) hereof, and one detached private garage with a maximum external footprint of 320 square feet, unless approved by the Architectural Control Committee, provided the use; of such dwelling does not in the opinion of the Architectural Control Committee overcrowd the site, and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. All additional buildings must be architecturally consistent with the house and the character of the neighborhood. Any alterations of surface drainage from construction of the building or structure shall not disturb or adversely impact neighboring properties).

(e) All service utilities, fuel tanks, clothes lines, wood piles, and trash and garbage accumulations are to be enclosed within a fence, wall, or plant screen of a type and size approved by the Architectural Control Committee so as to preclude the same from causing an unsightly view from any highway, street, or any way within the subdivision or from any other residence within the subdivision.

(f) Garage parking or carport parking for not less than two passenger automobiles must be provided on each lot prior to the occupancy of any dwelling constructed on said lot, which parking areas and the driveways thereto shall be constructed of concrete, brick, asphalt, oyster shells or graveled stone.

(g) No trees greater than 6 inches in diameter may be removed during construction within the setback areas of the property without specific approval from the Architectural Control Committee and clear cutting of trees is prohibited.

6. BUILT UPON AREAS

No more than twenty-five (25%) percent of the total square footage of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, stone, slate or similar materials . This covenant is intended to insure continued compliance with storm water runoff rules adopted by the State of North Carolina and therefore to the extent the State of North Carolina regulations are more restrictive, those regulations shall be following and benefits may be enforced by the State of North Carolina. The built upon area for each lot shall not exceed twenty-five (25%) percent of the total square footage of any lot unless and until, the State of North Carolina shall revise its storm water runoff regulations to permit a greater built upon area for each lot.

Notwithstanding any other provision in these covenants, no new dwelling submitted for approval after the adoption of these amended Restrictive Covenants shall be allowed that meet all the following conditions:

- a. on any lot less than $\frac{3}{4}$ acre and
- b. on any lot that was created by subdividing a larger lot after the adoption of these amended Restrictive Covenants.

All new dwellings submitted for approval after the adoption of these amended Restrictive Covenants shall only be allowed on a lot $\frac{3}{4}$ acre or larger.

7. RESIDENTIAL USE

(a) All lots shall be used for residential purposes exclusively. No home business or occupation shall be permitted, including but not limited to a self-storage business, and no commercial manufacturing, repair, or processing business may be conducted in any house, structure, or on a lot in Section 7 of Olde Point. The dwelling on each lot is limited to one (1) single family home.

(b) No trailer, tent or other structure of temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot for more than one (1) week after completion of the construction. This restriction will not apply to boat trailers or to travel trailers if approved by the Architectural Control Committee. Worker's shelters and trailers, are permitted during remodeling, but such structures/trailers, etc . must be removed within one week of the finish of remodeling.

(c) The Board of Directors shall have the authority to determine restrictions on the use of its private roads and right-of-ways.

d) Boats and boat/utility trailers may not be parked on an owner's lot unless they are unobtrusive from the road, such as behind or beside the dwelling or other main structure. Boats and trailer may not be parked curbside.

(e) Recreational Vehicles, Travel Trailers or Box Trailers may not be parked on any lot or at curbside, except for brief periods for routine loading/unloading/cleaning and except for instances of short visits by bonafide guests of one week or less.

(f) Owners of lots shall provide that construction equipment will be moved from any lot within ten (10) days of completion of construction.

(g) Personal automobiles/pickup trucks shall not routinely be parked off of established driveways/pull-offs.

(h) Commercial vehicles larger than one ton shall be kept in garages or screened from view.

(i) Leasing. To maintain the character and historical use of the planned community, leases of a dwelling or lot are limited to a minimum of a 12-month duration. No dwelling or lot will be leased for transient or hotel purposes. The homeowner must notify the Association that their unit is/will be rented. A copy of the current lease (that specifies the names of all current tenants and is for 12 months or longer) is required to be filed with the HOA Board of Directors along with any informational form provided by the Association. The Owner of a leased dwelling or lot shall provide to the lessee copies of the Declaration, By-Laws, and the Rules and Regulations prior to the lessee entering into any agreement to lease a dwelling or lot and shall be responsible for any violations of the Governing

Documents by the lessee or other occupants notwithstanding that the lessee and occupants are fully liable and may be sanctioned for their violations. The lease shall provide that tenant must abide by the Declarations, By-laws, and Rules and Regulations of the planned community or be in default. The lessee must acknowledge receipt of the Governing Documents.

8. MAINTENANCE

(a) It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such lot which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Unsightly, inoperative, junk vehicles, or unregistered cars, trucks, tractors, open trailers cannot be stored on the property unless they are garaged and out of sight. Lot owners are responsible for the proper maintenance and repair of all structures on their lots.

(b) No noxious or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals, nor device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or other nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

(c) No shrub or hedge planting, which obstructs the sight line view of approaching vehicles, shall be permitted on any corner lot. Foliage must be maintained at a level sufficient to prevent obstruction of view of approaching traffic.

(d) RENTAL PROPERTY - Owners of property in Section 7 Olde Point that is rented out remain responsible for the condition of their property and must ensure that their renters comply with all applicable Restrictions contained in the Restrictive Covenants. Property owners are responsible for monitoring and insuring that their rental property is used only as a single family dwelling.

9. VIOLATIONS

In the event that any lot owner shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles, or unsightly growth or objects, then the Architectural Control Committee comprised of lot owners, after obtaining a court order, shall designate someone to enter upon such lands and remove the same at the expense of the owner, and such entrance shall not be

deemed a trespass, and in the event of such removal a lien shall arise and be created in favor of the Architectural Control Committee for the full amounts of the cost and such amount shall be due and payable within thirty (30) days after the owner is billed therefore. Such lien shall be enforceable by Court proceedings as provided by law for enforcement of liens. If a lot owner is responsible for damages inflicted on any common area, Olde Point Section 7 Association may itself cause the repairs to be made and recover damages from the responsible lot owner. In addition, any violation to the provisions of Section 5(g) above will require the property owner to plant an equal number of trees of diameter equal or greater than 6 inches within the construction time of the home as stipulated in Section 5(c) above.

10. HOUSEHOLD PETS

No horses, cattle, swine, or other livestock, or poultry or animals of any kind shall be raised, boarded or kept on any lot except that dogs, cats, or any household pets may be kept provided that they are not kept, boarded, or maintained for any commercial purpose. Bee keeping is prohibited. Owners of household pets shall control them at all times either to within the boundaries of the owner's property, or by leash or similar physical restraint when off the owner's property. All owners or guardians of pets are requested to avoid walking their pet on property where there is residence. If any pet leaves litter on any residential property in Olde Point Section 7 other than the pet owners property, the said pet owners are required to clean up the litter. Pens for household pets shall not be obtrusive from the road.

11. SIGNS AND APPURTENANCES

(a) No sign or billboard of any description shall be displayed on any lot, other than private name plates or signs for identification of residents of not more than two (2) square feet, and signs advertising the property "For Rent" or "For Sale" of not more than five (5) square feet and as the Architectural Control Committee may have approved. Directional signs are not permitted at any time except in the case of an open house, in which event the signs must be removed by the end of the day of the open house. Political signs are prohibited more than 45 days prior to an election and must be removed 7 days after the election."

(b) No fences shall be located on any lot except as have been approved by the Architectural Control Committee. Fences are generally discouraged except for special circumstances such as safety around swimming pools. All pools must

be in-ground flush with adjacent, natural or constructed grade and approved by the Architectural Control Committee. Restricted approvals of fences are subject to the following strict requirements and conditions:

1. Chain-link, wire or chicken wire fences are prohibited.
2. Approved materials for fences shall be wrought iron or other low maintenance materials. Invisible fencing for dogs is allowed.
3. All location, design, construction and materials must be approved in writing in advance by the Architectural Control Committee.
4. The fence shall be no closer than three (3) feet to adjacent property lines and no closer than fifty (50) feet to golf course boundaries subject to exemption granted by the Architectural Control Committee.
5. Four (4) foot minimum height fences are mandatory for pool enclosures as required by State and Pender County ordinances.

12. SUBDIVIDING

No Lot shall be subdivided, or its boundary lines changed except with the prior written consent of the Association. However, Section 7 Homeowners Association, Inc. hereby expressly reserves to itself, its successors and assigns, the right to replat any two (2) or more lots shown on the recorded plat of the subdivision, to create a modified building lot or lots; and to take such steps as are reasonably necessary to make such replatted lot suitable and fit for the building site, said steps to include, but not limited to, the relocation of easements, walkways and right-of-way to conform to the new boundaries of said replatted lots, provided that no lot originally shown on the recorded plat is reduced by more than twenty percent (20%) from its original size, and provided further than this provision shall be subject to approval by the Architectural Control Committee.

13. OUTSIDE ANTENNAS

No antenna used to receive direct broadcast satellite services or used to receive video programming services via multipoint distributions services greater than one meter in diameter shall be located on any lot or external to any structure on any lot. No satellite dish, outside radio, or TV antenna are to be installed in or on common areas.

14. EXTERIOR LIGHTS

All light bulbs or other lights installed in any fixture located on the exterior of any building or any lot shall be clear, white or non-front lights or bulbs.

15. JUNK VEHICLES OR TRACTOR TRAILERS

No inoperable vehicle or vehicle without current registration and insurance, and no tractor-trailers will be permitted on the premises. The Association shall have the right to have all such vehicles towed away at the owner's expense.

16. FIREARMS

No firearms may be discharged within the subdivision.

17. ENFORCEMENT

(a) In the event of a violation or breach of any of these restrictions by any lot owner, or agent of such owner, The Association or the owner of any lot in SECTION 7, or any of them jointly or severally, shall have the right to proceed at law or equity to compel a compliance with the terms hereof, or to prevent the violation or breach. In addition to the foregoing, the Olde Point Section 7 Association, its successors or assigns shall have the right, to require compliance with the provisions of these covenants, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon such property where such violations exists, and summarily abate or remove the same at the expense of the owner if after thirty (30) days written notice of such violation which shall not have been corrected by the owner and a court order obtained by the Association. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, or condition herein-contained, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or effect its enforcement.

(b) 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.

(c). **§ 47F-3-107.1. Procedures for fines and suspension of planned community privileges or services.**

Unless a specific procedure for the imposition of fines or suspension of planned community privileges or services is provided for in the declaration, a hearing shall be held before the executive board or an adjudicatory panel appointed by the executive board to determine if any lot owner should be fined or if planned community privileges or services should be suspended pursuant to the powers granted to the association in G.S. 47F-3-102(11) and (12). Any adjudicatory panel appointed by the executive board shall be composed of members of the association who are not officers of the association or members of the executive board. The lot owner charged shall be given notice of the charge, opportunity to be heard and to present evidence, and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred dollars (\$100.00) may be imposed for the violation and without further hearing, for each day more than five days after the decision that the violation occurs. Such fines shall be assessments secured by liens under G.S. 47F-3-116.

18. EASEMENTS OF ACCESS AND OPEN SPACE

(a) Each and every lot owner is hereby granted an easement to pass over, use and enjoy open spaces now or subsequently designated on recorded plats as community open space, and all roads, bridges, and right-of-ways, provided, however that the Association, its successors or assigns, shall retain the right to establish rules, or regulations for the use and enjoyment of all such property.

(b) The Association reserves the right to erect and maintain utilities, drain-ways and other public conveniences in common lands, including the right to cut any trees, bushes or shrubbery, make any grading in the soil, build building or take any similar action reasonable and necessary or desirable to provide economical and safe installation of service. Such rights may be exercised by as licensee of the Association.

19. ABSENCE OF DEDICATION TO PUBLIC USE

Nothing in these restrictions, nor in the recording of any plat or deed pursuant hereto, shall dedicate (or be deemed to dedicate) to public use any of the streets, bridges, common lands or other grounds within Section 7.

20. INVALIDATION

The invalidation by any Court, agency or legislation of any provision in these restrictions shall in no way effect any of the other provisions of these restrictions but the same shall remain in full force and effect.

21. COVENANTS RUN WITH THE LAND

All covenants, restrictions and affirmative obligations set forth in these restrictions shall run with the land and shall be binding on all purchasers of lots, in said subdivision, their successors and assigns, until January 1, 2030, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument, signed by 67% of the then owners of lots, has been recorded, agreeing to change, amend or revoke said covenants in whole or in part.

22. ATTORNEY'S FEES AND COSTS

In any action to enforce the provisions of these Restrictive Covenants, Articles of Incorporation of the Association, Bylaws, or duly adopted Rules or Regulations, the court may award reasonable attorney's fees and costs to the prevailing party.

23. MEMBERSHIP IN THE ASSOCIATION

(a) It shall be mandatory for all owners of lots in Olde Point Section 7 to be members of the Association and thus subject to all bylaws, rules and regulations adopted by said Association.

(b) Annual assessments for common expenses are to be assessed on each lot subject to these covenants to be paid when billed by the Association. Assessments may be modified by vote of the membership of the Association as set forth in the Association bylaws. Each lot represented shall have one (1) vote in all matters requiring a formal vote by members of the association, and only lot owners who are current with their assessment payments are considered members in good standing and eligible to vote. Interest and/or late fees may be charged to overdue accounts at the discretion of the Board.

24. BYLAWS

The Association has the power to adopt and amend Bylaws and Rules and Regulations.
The current applicable Bylaws are those originally amended and adopted on.