

Prepared by: Eugene B. Davis, Jr., P.C.
1612 Military Cutoff Road, Suite 301, Wilmington, NC 28403

STATE OF NORTH CAROLINA
COUNTY OF PENDER

**SUPPLEMENTAL RESTRICTIVE COVENANTS FOR
PECAN GROVE PLANTATION, PHASE 6A**

These Supplemental Restrictive Covenants for Pecan Grove Plantation, Phase 6A (the "Supplement") are made this 2 day of April, 2020 by **Signature Top Sail NC, Ltd.**, a Texas limited partnership doing business in North Carolina as Signature Top Sail NC, Ltd., LP, a North Carolina corporation (hereinafter referred to as "Signature" or, sometimes, "Declarant") as Declarant of Pecan Grove Plantation.

WITNESSETH:

WHEREAS, David Greer Construction, Inc. ("DGC") declared those certain Restrictive Covenants of Pecan Grove Plantation dated April 11, 2003, recorded in Book 2092, Page 69 of the Pender County Registry, which has been supplemented and amended instruments recorded in Book 2212, Page 333; Book 2433, Page 116, Book 2472, Page 74; Book 2682, Page 304; Book 2757, Page 284; Book 3750, Page 162; Book 4371, Page 64; and Book 4653, Page 924 (as the same may have been further amended or modified, the "Covenants") and The Bylaws of Pecan Grove Plantation HOA, Inc. recorded in Book 2092, Page 86 of the Pender County Registry (the "Bylaws").

WHEREAS, DGC has partially assigned its right and obligations as Developer and Declarant to Signature by assignment recorded in Book 4689, Page 2181 of the Pender County Registry;

WHEREAS, Signature is the owner of a certain parcel of land encompassing approximately 75.97 acres, more or less, (the "Additional Property") described in Exhibit B attached hereto and herein incorporated by reference, which may be made subject to the Covenants by recording of supplement(s) to the Covenants which will be recorded in the Pender County Registry (the "Supplement");

WHEREAS, Signature, as successor Declarant, now desires to annex and incorporate all Lots, Open Space, and Private Rights-of-Way in Pecan Grove Plantation, Phase 6A as shown on a plat thereof entitled "Pecan Grove Subdivision, Phase 6A, Lots 1-17 & 56-63" prepared by Atlantic Coast Survey, PLLC, dated February 27, 2019, and recorded in Map Book 65, Page(s) 76-77 of the Pender County Registry, to the Covenants (the "Property").

WHEREAS, pursuant to the provisions of Section A(2)(a) of the Restrictive Covenants of Pecan Grove Plantation, Declarant has the right to include the Property within Pecan Grove Plantation and subjected Pecan Grove Plantation, Phase 6A to the Covenants.

WHEREAS, the Bylaws of Pecan Grove Plantation HOA, Inc. provide the Declarant the ability to subject Pecan Grove Plantation, Phase 6A to said Bylaws such that all owners of any Lots within Property shall become members of Pecan Grove Plantation HOA, Inc. and subject to the rights, obligations, and responsibilities of the Bylaws of Pecan Grove Plantation HOA, Inc.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Signature, as Successor Declarant, hereby declares that:

ARTICLE I - PECAN GROVE PLANTATION PHASE 6A IS SUBJECT TO PECAN GROVE PLANTATION RESTRICTIVE COVENANTS AND BYLAWS

All of the Property is made subject to the Covenants and Bylaws and such easements, restrictions, covenants and conditions shall burden and be appurtenant to and run with said Property 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 Property, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors and assigns.

ARTICLE II - PECAN GROVE PLANTATION PHASE 6A IS SUBJECT TO THE FOLLOWING ADDITIONAL RESTRICTIONS AND COVENANTS

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 Section 2 and revised Section 32 applicable to Pecan Grove Plantation, Phase 6):

2. Each dwelling shall have a minimum of 2,400 square feet of enclosed, heated dwelling area for a single-story home and 2,800 square feet of enclosed, heated dwelling area for a multi-story home; provided, however, the Architectural Control Committee may permit a variance of up to 10% if the Committee, in its sole discretion, finds that the variance will not adversely impact property values within the Planned Community. The term "enclosed, heated dwelling area" shall mean the total enclosed area within a dwelling which is heated by a common heating system;

provided, however, that such term does not include garages, terraces, decks, open/screened porches, and like areas.

All front and side yards shall be sodded and there shall be a full irrigation system installed. Further, there shall be full perimeter planting around the main residential structure with plant size being a minimum of 3 gallon in size. Further, all trash receptacles, heat pumps, and other outside mechanical equipment shall be screened from view. All of the provisions of this paragraph shall be a part of the original construction plans.

The design, location and complete construction plans (hereinafter "plans") of all improvements on each lot (regardless of when such improvements are made) and the landscaping of each lot must be approved in advance by the Architectural Review Committee, hereinafter referred to as the "Committee", which Committee is established pursuant to the Bylaws. No building, fence, wall, bulkhead, dock, pier, pool, outbuilding, driveway or any other accessory feature to the dwelling or any other structure upon any lot shall be commenced, erected, placed, maintained or altered on any lot or combination of contiguous lots, nor shall the grade or elevation or physical characteristics of any lot, combination of contiguous lots, or portions of a lot or lots 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 Committee. Exposed exterior walls composed of the following materials shall be prohibited from Pecan Grove Plantation: concrete block, imitation asphalt siding, imitation asphalt stone siding, tar paper. The Committee's refusal to approve any such plans, location or specification may be based by the Committee upon any ground, including purely aesthetic and environmental considerations, that it, in its sole discretion, shall deem sufficient. Without prior written consent of the Committee, no changes or deviations in or from such plans or specifications as approved shall be made. No alterations in the exterior appearance of any building or structure, or changes in the grade, elevation or physical characteristics of any lot shall be made without like approval by the Committee.

The Plans shall include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.), proposed building plans and specifications, exterior color, finish and materials. One (1) copy of all plans and related data shall be furnished to the Committee for its records. The Committee shall not be responsible for any structural or other defects in plans and specifications submitted to it or in any structure erected according to such plans and specifications. The Committee may require additional data from any owner, including data relating to adjacent and related lots and related matters such as water well engineering plans and specifications, and may include in its approvals reasonable terms and conditions to apply to groups of lots such as water well standards and surface water effluent requirements, and to apply to the construction site sanitary maintenance and clean up. If no action is taken by the Committee within forty-five (45) days after plans are submitted to it, the owner may proceed to build without approval, but in any event all improvements must be in accordance with these Covenants. However, the forty-five (45) day period shall not begin to run until all requested data is received by the Committee.

32. Stormwater Runoff Regulations. The following restrictions in this Section shall apply to the Property.

i. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 190820 as issued by the North Carolina Division of Energy, Mineral and Land Resources under 15A NCAC 02H.1000, effective January 1, 2017.

ii. The State of North Carolina is made a beneficiary of these Covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.

iii. These Covenants are to run with the land and be binding on all Persons and parties claiming under them.

iv. The Covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources.

v. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Energy, Mineral and Land Resources.

vi. The maximum allowable built-upon area per Lot is as follows:

Lot #	Max BUA
1	8,000
2	8,000
3	8,000
4	8,000
5	8,000
6	8,000
7	8,000
8	8,000
9	8,000
10	8,000
11	8,000
12	8,000
13	8,000

Lot #	Max BUA
14	8,000
15	8,000
16	8,000
17	8,000
56	8,000
57	8,000
58	8,000
59	8,000
60	8,000
61	8,000
62	8,000
63	8,000

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, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

vii. For those lots within the CAMA Area of Environmental Concern, where Division of Coastal Management calculates a different maximum built-upon area per Lot, the governing maximum built-upon area per Lot shall be the more restrictive of the two amounts.

viii. The maximum allowable built-upon area shall not be exceeded on any Lot until the permit is modified to ensure compliance with the stormwater rules, permit, and the approved plans and specifications.

ix. All runoff from the built-upon areas on the Lot must drain into the permitted system. This may be accomplished through grading, a stormwater collection system or a vegetated conveyance.

x. A 50' foot wide vegetative setback must be provided and maintained adjacent to all surface waters, measured horizontally from and perpendicular to the normal pool elevation of impounded structures, the top of bank of each side of streams and rivers and the mean high water line of tidal waters.

xi. Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the Stormwater Rules is subject to enforcement procedures as set forth in N C G S. Chapter 143, Article 21.

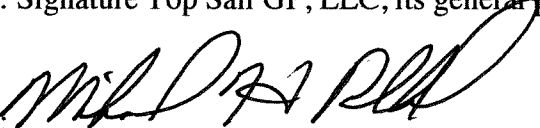
32. (A). Stormwater Recapture and Reallocation. Declarant reserves the right, in its sole discretion, as residences are constructed, to recalculate and reallocate maximum built-upon areas as set forth in above, provided such recalculations and reallocations are in accordance with state stormwater permits applicable to Pecan Grove Plantation. In addition, if any property as finally constructed does not use its allocated built-upon area, Declarant shall be deemed to have reclaimed such excess allotment or unused capacity and shall have the right and option to reallocate that excess built-upon area to remaining properties in its sole discretion. In such event, Declarant shall notify the North Carolina Division of Energy, Mineral and Land Resources of the changes and shall record a Supplemental Restriction reflecting the same, and no joinder or consent of the Association or any other owner or person shall be required on such Supplemental Restriction. In the event that the Association is the permit holder at the time of any recapture and reallocation by the Declarant, Association shall be obligated to join in with Declarant and cooperate with Declarant obtaining any necessary modifications to the Permit from the Division of Energy, Mineral and Land Resources.

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IN WITNESS WHEREOF, SIGNATURE TOP SAIL NC, LTD., a Texas limited partnership doing business in North Carolina as Signature Top Sail NC, Ltd., LP , as Successor Declarant, has caused this Amendment to be executed by its duly authorized General Partner as of the day and year first above written.

SIGNATURE TOP SAIL NC, LTD.,
a Texas limited partnership doing business in North Carolina as **Signature Top Sail NC, Ltd., LP**


By: Signature Top Sail GP, LLC, its general partner

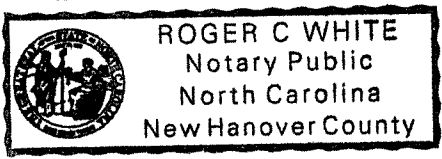
By: 
Name: Michael H. Pollak
Title: Manager

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Michael H. Pollak.

Date: April 2, 2020
(Official Seal)

, Notary Public
(Print Name)



My commission expires: 2-11-2024

EXHIBIT B

(Additional Property)

ALL of that certain tract or parcel of land containing **75.97 acres, more or less** (inclusive of that “Marsh Area” near the northeastern corner of the aforementioned tract, containing 9,109 square feet, more or less, but less and excepting the “Cemetery Tract” described below), as shown on a survey entitled “Westbrook Property at Wyndwater” made by Atlantic Coast Survey, PLLC and recorded on March 26, 2019 in Map Book 63, Pages 98 – 99 of the Pender County Register of Deeds, reference to which is hereby made for amore particular description of the property (the “Westbrook Tract”).

LESS AND EXCEPT from the Westbrook Tract, that certain “Cemetery Reservation Area” near the western corner of the aforementioned tract, containing 11,025 square feet more or less, and referred to herein as the “Cemetery Tract”.

Solely as used hereinbelow to provide for reservation of the Easement, the use of the term “Grantor” shall have the same meaning as used in the Warranty Deed containing the original reservation recorded in Book 4683, Page 97, Pender County Registry. The Cemetery Tract is hereby retained by the Grantor, together with a non-exclusive pedestrian access easement (the “Easement”) being 18 feet in width, the centerline of which Easement extends from the centerline of West Craftsman Way (as shown on the Survey) over the Westbrook Tract in a northeastwardly direction until it intersects with the western property line of the Cemetery Tract. The Easement is specifically reserved herein by the Grantor for itself and/or its successors or assigns as the owner(s) of the Cemetery Tract for pedestrian access to the Cemetery Tract. The Easement is “locatable and relocatable” by Grantee, or its successors and assigns, in that it may be relocated by Grantee to any position on the Westbrook Tract so long as (1) any such relocation does not materially interfere with Grantor’s pedestrian access to the Cemetery, (2) so long as Grantor (or its successors or assigns as the Owner of the Cemetery) gives its consent to the relocation, which consent may not be unreasonably conditioned, withheld or delayed and (3) the Grantee obtains a survey showing the new location of the Easement and records the same in the Pender County Registry. The Grantee (but not the Grantor) shall have the right to erect a fence or other structure around the boundary of the Cemetery Tract so long as the Cemetery Tract remains reasonably accessible to the Grantor. Grantor shall be responsible for maintaining the Cemetery Tract in good condition and repair, it being acknowledged that the surrounding lands are or will be developed into residential neighborhoods, and thus good condition and repair shall generally mean being free of debris, personal property, and vegetative overgrowth so that the Cemetery Tract is aesthetically suitable and safe within and adjoining a residential community. In the event Grantor fails to maintain the Cemetery Tract as described above, the Grantee shall have the right (but not the obligation) to maintain it and the Grantee shall have all necessary easements to accomplish the same (and to maintain any fencing Grantee erects).

So long as Grantee or Grantee’s successors and assigns or agents use due care and comply with all applicable laws and regulations in the exercise of the above rights, Grantor shall indemnify Grantee and Grantee’s successors and assigns and hold such parties harmless from any and all damage or injury to person or property incurred as a result of activities carried out by Grantee or Grantee’s successors and assigns or agents on or around the Cemetery Tract; PROVIDED however, that the costs incurred by the Grantee in connection with the maintenance of the Cemetery Tract or erecting a fence or other barrier around the Cemetery Tract shall be borne entirely by Grantee unless such costs are necessitated by intentional acts of Grantor or its agents. The above-described Easement and the terms and conditions thereof shall run with the title to the lands described herein and shall be binding upon and shall run to the benefit of the successors and assigns of the owners of the Cemetery Tract and the land over which the Easement is located (or relocated, as the case may be).