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BY: STEPHANIE PEREZ
DEPUTY

2017017310
NEW HANOVER COUNTY, NC
TAMMY THEUSCH BEASLEY
REGISTER OF DEEDS

NC FEE $26.00

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

Consolidated, Restated, and Corrected Protective Covenants for Creekside at Porters Neck Plantation Single Family Subdivision

This Consolidated Restated, and Corrected Protective Covenants for Creekside at Porters Neck Plantation Single Family Subdivision ("Covenants") is made and entered into as of the 31st day of MAY, 2017 by PN Creekside Home Owners Association, Inc., a North Carolina non-profit corporation.

WITNESSETH

WHEREAS, Porters Neck Associates, a North Carolina General Partnership ("Declarant") recorded a Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Changes of Restrictive Covenants on October 7, 1987 in Book 1392, Page 1254, New Hanover County Registry for a subdivision known as "Creekside at Porters Neck Plantation" ("Creekside");

WHEREAS, said declaration contemplated the creation of an owners association by the name of "Creekside Maintenance Association, Inc.";

WHEREAS, Articles of Incorporation for Creekside Maintenance Association, Inc. were filed with the North Carolina Secretary of State on December 29, 1987 and recorded on January 6, 1988 in Book 1401, Page 1539, New Hanover County Registry;

WHEREAS, an Amended Protective Covenants, Creekside at Porters Neck Plantation, Single Family Subdivision was recorded on September 9, 1993 in Book 1699, Page 49, New Hanover County Registry;

WHEREAS, an Amended Protective Covenants, Creekside at Porters Neck Plantation Single Family Subdivision was recorded on September 17, 1993 in Book 1701, Page 468, New Hanover County Registry;

Return to: PN CREEKSIDE HOA

WHEREAS, a Minor Amendment to Protective Covenants Creekside at Porters Neck Plantation Single Family Subdivision was recorded on March 15, 1993 in Book 1719, Page 544, New Hanover County Registry;

WHEREAS, an Articles of Amendment for Creekside Maintenance Association, Inc. were filed with the North Carolina Secretary of State on April 5, 1995 changes the name of the corporation to "PN Creekside Home Owners Association, Inc." ("Association"); and

WHEREAS, the Association would like to restate, consolidate and correct the above documents into one document so that the members and the public can refer to this document for all matters relating to the Association.

NOW THEREFORE, the Association hereby adopts the forgoing Consolidated, Restated, and Corrected Protective Covenants for Creekside at Porters Neck Plantation Single Family Subdivision.

1. DESCRIPTION. These Covenants shall run with the land and shall bind and inure to the benefit of the Owner of each Lot within Creekside, and the property made subject to these Covenants is all of the property shown on these plats of Creekside as the same are described on Exhibit B attached to the Amended Protective Covenants Creekside at Porters Neck Plantation Single Family Subdivision recorded in Book 1701, Page 468, New Hanover County Registry (the individual numbered Lots on said plats are referred to herein as "Lot" or "Lots"; "Owner" or "Owners" shall mean the record Owners, whether one or more persons or entities, of any fee simple title to a Lot, but excluding those having such interest as security for a loan.)

2. ADDITIONAL PROPERTIES. Declarant reserves no right to subject additional property to the terms and provisions of these Covenants.

3. SINGLE FAMILY UTILIZATON. These Covenants restrict all numbered Lots subjected to its terms to use only for single family residential purposes. No home or other structure constructed within Creekside shall be utilized for commercial purposes, except that Declarant or its assigns shall be entitled to use any structure located within Creekside for purposes of assisting in the sale of Lots within Creekside or Porters Neck Plantation.

4. BUILDING AND SITE RESTRICTIONS. The Association, acting through its duly constituted Architectural Control Committee, must give prior approval of any removal of any tree of a size of four inches in diameter (measured thirty inches above natural grade) or greater from any Lot or the construction of any improvement or structure on any Lot in accordance with the procedures described in Paragraph 5 of these Covenants. In addition, the following restrictions shall apply:

(a) No detached garage, storage shed or carport shall be permitted.

(b) No more than one (1) single family house shall be allowed per Lot.

(c) All homes must be "stick built," on site, and no modular home shall be located within Creekside and no homes constructed elsewhere shall be allowed to be conveyed into and located on a Lot within Creekside. No temporary structures shall be allowed.

(d) No "For Rent" or similar sign shall be allowed on any Lot, or shall be placed so as to be visible from any public or private street.

(e) No "For Sale" sign shall be allowed, unless said sign is of a size no greater than four (4) square feet in size, and the number of such signs shall be limited to one sign per adjoining road front and one sign per adjoining navigable waterway, each such allowed sign to face a different road or waterway. No such sign shall remain on any Lot, or shall be placed so as to be visible from any public or private street, prior to a valid and binding listing agreement being signed with the broker placing said sign on the Lot (unless the sign reads "For Sale By Owner"), and any such sign must be removed within three (3) business days following the execution of a valid contract for sale for the Lot upon which such sign is located regardless of whether or not the purchase contract contains any conditions.

(f) No house plans will be approved unless the proposed house will have the minimum required square footage of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas. The minimum enclosed dwelling area shall be 1700 square feet for all single-level homes and 2000 square feet for all two-level homes. All homes shall also be required to have an enclosed garage, sufficient in size to accommodate a minimum of two cars, attached to the main house structure.

Notwithstanding this provision, any improvements constructed prior to the recordation of these Covenants shall be deemed for all purposes in compliance herewith, and such may be replaced, if damaged or destroyed, to the extent that the replacement creates no greater non-conformity than existed prior to the event necessitating the repair or replacement.

(g) No animals (including birds or fowl) shall be kept or maintained on any Lot except dogs, cats and birds maintained as domestic pets, which domestic pets may be kept on any Lot in reasonable numbers, but only for the purpose of maintaining a household pet, and for not commercial use or purpose. All such pets must be kept under control at all times, and the Association shall have full authority to cause the removal of such puts it, because of barking or improper control, such pets become a nuisance to Lot Owners.

(h) It shall be the responsibility of each Lot Owner, both prior to and following construction, to maintain his Lot in a clean and sightly condition. This obligation shall include the obligation to remove weeds, underbrush or other vegetation, whether planted or naturally occurring, in a trimmed and sightly condition. The Association shall have absolute authority to go upon any Lot, after notice to the Lot Owner, and failure of the Lot Owner to maintain said Lot as required, and to cause such work to be undertaken on such Lot as may be required to cause compliance with this provision. All costs of such work, as well as an additional fifteen percent (15%) administration fee, shall be payable to the Association by the Lot Owner, and the same shall

be, until paid a lien against the Lot, a personal obligation of the Owner, and may be collected by the Association, as well as all legal costs associated with such collection, in the manner of collection of unpaid dues.

(i) During construction or repair or maintenance occurring on any Lot, the Owner of the Lot shall be required to insure that construction vehicles access only from the approved drive-way site as shown on the approved house plans for construction on the Lot, so as not to damage unnecessarily street paving, rights-of-way or vegetation. The Owner shall further be responsible for insuring that the contractor or others performing work on the Lot maintain the Lot in a clean and sightly condition during the period of construction, removing all debris, stumps, litter and scrap building materials from each Lot as frequently as necessary to cause compliance with the provisions of these Covenants. All such debris shall be removed to an approved dumping site remote from the Creekside and Porters Neck Developments.

(j) There are no absolute building setback requirements other than those that may be imposed by a local government or those shown on the recorded plat of the subdivision. However, no structure will be allowed within 40 feet of any street right-of-way, or within 15 feet of any side Lot line unless the Association, acting through its duly constituted Architectural Control Committee, determines that the enforcement of any such suggested setback will impose no hardship on any Owner of any other Lot, and further finds that the particular features of the Lot upon which the structure is sought to be constructed is best utilized by allowing construction at variance with the suggested setbacks contained herein. NOTWITHSTANDING ANY SUGGESTED SETBACK, THE ASSOCIATION SHALL HAVE COMPLETE AUTHORITY TO DETERMINE THE APPROPRIATE BUILDING SITE ON EACH AND EVERY LOT. THERE IS NO PRESUMPTION THAT SUCH APPROVED BUILDING LOCATION SHALL BE WITHIN 15 FEET OF ANY SIDE LOT LINE OR WITHIN 40 FEET OF ANY STREET RIGHT OF WAY.

THE OWNER OF EACH LOT MUST COMPLY WITH ALL SETBACKS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AGENCY, INCLUDING SETBACKS IMPOSED BY NEW HANOVER COUNTY AND THE COASTAL RESOURCES COMMISSION OF THE STATE OF NORTH CAROLINA. THE OWNER OF EACH LOT IS GIVEN SPECIFIC NOTICE THAT, AMONG OTHER SETBACKS, THESE AGENCIES IMPOSE SIGNIFICANT SETBACKS RELATING TO CONSTRUCTION OF BOTH PRIMARY RESIDENCES AND OTHER STRUCTURES ADJACENT TO A WATERWAY. THE ASSOCIATION HAS NO RIGHT OR AUTHORITY IN ANY WAY TO OVERRIDE OR VARY SETBACKS IMPOSED BY ANY SUCH GOVERNMENTAL OR REGULATORY AGENCY.

(k) Bulkheads, piers and the utilization of other riparian rights by construction of improvements or structures shall only be allowed after approval by the Association, acting through its duly appointed Architectural Control Committee, and all applicable governmental agencies, and no such structures will be allowed unless said structures are compatible with similar or proposed improvements on other Lots and after a finding that the construction of such structures will not unduly interfere with the riparian rights or reasonable property expectations of the Owners

of other Lots within Creekside. The type of construction utilized for bulkheads may be controlled by the Association based on appearance, function and environmental engineering criteria.

(l) The heights of structures shall be subject to approval of the Association in accordance with the standards set in Paragraph 5 hereunder.

(m) Fences are subject to the complete jurisdiction of the Association as to location, style, materials and height. As used herein, fences shall include walls, barricades, shrubbery or other impediments to reasonable mobility and visibility. Absent an extraordinary showing of need by the Owner of a Lot, no fence shell be allowed along any Lot line or closer to any water line than the nearest residential structure. The Association shall only approve the construction of a fence upon a determination that the fence is aesthetically pleasing; does not detract from the reasonable value of any Lot and does not unreasonably impede the view of any water course or other attractive feature from any other Lot.

(n) Only satellite receiving dishes or antennae one (1) meter or less in diameter or measured diagonally shall be permitted, subject to the following procedures and requirements:

1) A written request for approval of the location in which the receiving dish or antenna is proposed must be submitted to the Association Architectural Control Committee (ACC) prior to the placement of any such receiving dish or antenna on a Lot. The request shall include a picture and specifications of the proposed receiving dish or antenna.

2) The receiving dish or antenna shall be mounted on the residence constructed on the Lot and shall be placed in the least conspicuous location consistent with the ability of the Lot Owner to receive a suitable quality signal. Preference shall be given to location with minimal view from the street and/or surrounding properties. No free standing satellite receiving dishes or antennae, separate posts or mounting structures are permitted.

3) Satellite dishes of the readily available 18 inch size or less are highly preferred/recommended, not only because of the size, but also because the 18 inch style is digital, and is generally considered to provide higher quality sound and vision. A color should be chosen that blends as closely as possible with the surrounding structure.

(o) No activity, whether active or passive, that is reasonably considered a nuisance by the Association shall be allowed on any Lot. This prohibition includes any activities within any structure, on any Lot or on any street or common area. The Association is specifically authorized by Paragraph 15 of these Covenants to adopt rules regarding conduct and use of any Lot; however, the Association may find any conduct or use of a Lot to be a nuisance notwithstanding the fact that such conduct is not specifically prohibited by these Covenants or by an adopted rule. If any conduct is deemed by the Association to be nuisance, and to the extent that such conduct is not specifically prohibited by the provisions of these Covenants or by an adopted rule, the Association shall give written notice to the offending Owner specifying the nature of the nuisance, and requesting that such nuisance be terminated. If such nuisance is not terminated within a reasonable time thereafter, the Association may, in addition to any other remedy, impose a fine in the amount of $100.00 per violation. If the nuisance is of a continuing nature, a separate

violation shall be considered made each day the nuisance continues. All such fines may be collected in the same manner as an assessment as more fully specified herein, and all attorney's fees incurred may be collected as allowed by Paragraph 7 here in.

5. STRUCTURAL APPROVAL PROCEDURES. Lot Owners are encouraged to request that the professionals employed by them to design improvements on their Lot, prior to commencement of such design, contact a representative of the Architectural Control Committee of the Association for information pertaining to the Architectural rules, Standards and Objectives the Association.

At least thirty (30) days prior to the anticipated commencement of any landscaping or construction of any structure or improvement on any Lot, the Owner of such Lot (or his duly appointed agent) shall submit to the Architectural Control Committee of the Association a survey of the Lot, which survey shall show each Lot corner. There shall further be shown on said survey the proposed location of all proposed and existing structures or improvements, including driveways, bulkheads, piers patios, decks and walkways. There shall further be provided sufficient building elevations, and other site plans, including a statement of exterior building materials and proposed exterior colors, to allow the Architectural Control Committee of the Association to appropriately and accurately evaluate what is proposed for construction on the Lot, including the footprint of the structure, the exterior appearance of the structure, the height of the structure and all other site improvements relating to the structure. The location of the proposed well and septic tank including drain fields, shall also be delineated. The survey shall be prepared by a registered or licensed land surveyor or professional engineer, and the building elevations and other site plans shall be prepared professionally. There shall be submitted two copies of all information required to be submitted.

Within thirty (30) days after receipt of all required information, the Architectural Control Committee shall submit in writing to the Owner of the Lot whether or not the requested improvements are approved. Unless a response is given by the Architectural Control Committee within thirty (30) days, the plan shall be deemed approved. The response of the Architectural Control Committee may be an approval, a denial, an approval with conditions or a request for additional information. A request for additional information shall be deemed a determination that the information submitted was inadequate, and the thirty (30) day time for response shall only commence upon receipt of the requested additional information. If approval with conditions is granted, and construction then begins, the construction shall be deemed approval by the Owner of the Lot of the conditions imposed. The approved structure must be constructed and completed substantially in conformity with the approved plan; any deviation from the approved plans must be submitted to, evaluated by and responded to by the Architectural Control Committee utilizing the same procedures as outlined for submission of plans within this paragraph 5.

The Architectural Control Committee shall approve the plans as submitted, if all required information is submitted, and the following affirmative finding are made by the Architectural Control Committee:

(a) that the improvements sought to be constructed will not have negative economic impact on any other Lot within Creekside;

(b) that all required specific building standards and other conditions contained within the Covenants and other applicable legal documents have been complied with;

(c) that the improvements are architecturally compatible with proposed or constructed improvements on other Lots within Creekside; and

(d) the natural features of the Lot have been retained to the maximum extent feasible.

All notices required to be given herein shall be given in writing, hand-delivered or mailed portage prepaid, return receipt requested, and the Architectural Control Committee shall be obligated to specify the particular grounds upon which denial of any application is founded. One set of plans, denoted as approved (or approved with specified conditions) shall be retained by the Architectural Control Committee and the other shall be returned to the applicant.

6. ASSOCIATION. The Owner or Owners of every Lot shall be a voting member of the Association. However, only one vote shall be allowed per Lot; to the extent that there is more than one Owner of any one Lot, said Owners shall determine among themselves, and designate, one voting member, which voting member shall cast the vote allocated to said Lot. If the Owners cannot agree among themselves, the Board of Directors of the Association shall determine and designate a voting member from among the Owners of the Lot. The Association shall be governed by a Board of Directors, selected in accordance with the By-Laws of the Association, and the Association shall operate and do business in accordance with the terms of its By-Laws.

The Association shall have the responsibility of maintaining in good condition all private roads within Creekside and to maintain in good, working condition all street lights or area lights constructed within Creekside and constructed for common benefit, to the extent such street lights or area lights are not owned and/or maintained by a public utility. The Association shall further have the responsibility of maintaining a sightly appearance along all private road rights of way and utility easements, the extent that the same are utilized for common ingress and egress or benefit. The Association shall also maintain any other common areas wined by the Association in clean, uncluttered and safe condition. Nothing contained herein shall obligate the Association to maintain Futch Creek Road, which road is maintained by the State of North Carolina.

The Association shall have the obligation to provide for itself and for the benefit of the Owner of each Lot all necessary professional services to promote the proper maintenance of all and other common areas and to provide the smooth, proper and legal administration of the Association. These services may include services of an engineer, lawyer, accountant or other professional. The Association is specifically authorized to provide such other incidental services for the benefit of Creekside and in the management of the Association as deemed reasonably necessary by the Board of Directors of the Association, and to purchase insurance deemed necessary by the Board of Directors of the Association. The Association shall also have an affirmative obligation to maintain all roads and other common elements in good condition, utilizing its funds so to do, notwithstanding the utilization or lack of utilization of such facilities by any or all Lot Owners.

The Board of Directors of the Association may maintain a capital reserve fund if deemed necessary by said Association, but (with the exception of the initial $2,000.00 contribution paid by Declarant as more fully set out hereinafter) shall be under no obligation so to do if, in the reasonable opinion of the Board of Directors of the Association, annual maintenance of and other common areas is sufficient to make unlikely significant and unexpected expenditures within a five year period from the due date of the current regular assessment.

In order to fund its obligations, the Owner of every Lot is obligated and bound; whether or not expressly stated in any instrument of conveyance, to pay to the Association the following:

(a) annual dues; and

(b) special assessments and charges

All such assessments, charges, and dues, together with any interest thereon, shall be a charge on the land and shall be a continuing lien upon the Lot against with such assessments are made. Liens shall be perfected in the manner under North Carolina General Statutes, and any lien for dues unpaid shall be filed within none (9) months after the due date of the payment of such assessment. The due date shall be the first day of the fiscal year of the Association, as to annual dues; and the date established for payment of a special assessment, as more fully set out hereinafter. Any such lien may be enforced in the manner of a deed of trust with power of sale, as allowed by North Carolina General Statutes, through a foreclosure proceeding.

Beginning as of January 1, 1993, each Lot Owner shall pay an annual assessment to the Association. The amount shall be determined by the Board of Directors of the Association, and shall be based upon a budget for the Association prepared by the Board of Directors of the Association. The annual assessment shall be due and payable on or before January 30 of each calendar year, except that the assessment for the 1993 calendar year shall be due and payable on or before July 1, 1993. Beginning with the assessment due and payable January 30, 1994, each Lot Owner shall receive from the Association a notice of the assessment due, which notice shall include the approved budget for the Association for the year, which budget reflects the dues approved by the Board of Directors of the Association.

These dues shall be used for general administrative purposes of the Association, including, but not limited to, the payment of any required income tax, the payment for preparation of Association tax returns, and employment of professional assistance, such as lawyers, needed to assist the Board of Directors of the Association in carrying out its obligations and for purposes of procurement of office supplies, postage and the/like utilized for purposes of mailings to Owners or expended by the Association in providing services or benefits to members of the Association. These funds may also be expended for expenses associated with the conduct of the annual meeting of the Association, including, but not limited to refreshments served at any annual meeting. These expenses shall not be utilized for the purpose of road maintenance, but may be used for maintenance of other common areas.

In addition to the dues established for each Lot Owner, as more fully described hereinbefore (the "Regular Dues"), additional dues shall be payable by the Owner of each Lot, which Lot is accessed by one of the three private streets within Creekside (Decoy Lane, Creekside Lane and Saltwood Lane). These additional dues shall hereinafter be referred to as "Road Maintenance Dues". Road Maintenance Dues shall be established on an annual basis, and included within the budget of the Association, by the Board of Directors of the Association, but only following the procedures and recommendations of the road Maintenance Committee, as more fully set out herein after. There shall be no Road Maintenance Dues payable for years prior to the 1993 year. Thereafter, however, such dues shall be assessed annually and shall be payable and collectable as all other dues.

The Board of Directors of the Association shall annually at its organization meeting following the election of directors, appoint a Private Road Maintenance Committee. Said committee members shall serve one year terms, but may be reappointed. Such committee members may not be removed during their term by the Board of Directors of the Association, but should any such member resign, the Board of Directors shall be entitled to appoint the resigned members replacement. The three (3) members of the road maintenance committee shall be selected one (1) each from Lots receiving its primary access from each of Decoy Lane, Creekside Lane and Saltwood Lane.

The Private Road Maintenance Committee shall, no later than October 1 of each year, recommend to the Board of Directors of the Association the amount of dues recommended to be collected for purposes of road maintenance and road reserves for Decoy Lane, Creekside Lane and Saltwood Lane in the upcoming calendar year. The Board of Directors of the Association shall include within the budget of the Association such recommendation, which Road Maintenance Dues shall be payable equally by all Owners whose Lots are primarily accessed from Decoy Lane, Creekside Lane and Saltwood Lane, unless the Board of Directors of the Association, by unanimous vote, elects to alter such recommended road maintenance dues, in which case the Board of Directors shall establish the Road Maintenance Dues.

Declarant has deposited the sum of TWO THOUSAND DOLLARS ($2,000.00) with the Association in a reserve account the following for purposes of private road and common area maintenance, which sum may be utilized by the Association for such purposes upon proper authority duly given the Board of Directors of the Association.

A special assessment may be levied from time to time by vote of a minimum of 70% of the total votes cast in any regular or special meeting, called in accordance with the By-Laws. A special assessment may be made for any purpose for which expenditures are allowed in accordance with this Declaration. The resolution approving a special assessment shall specify the date payable. Any special assessment levied for private road maintenance shall be levied only upon majority approval of the Road Maintenance Committee and upon vote of 70% of the Lot Owners whose Lots receive primary access from Decoy Lane, Creekside Lane and Saltwood Lane.

Notwithstanding any provisions of these Covenants, including this Paragraph 6, the Board of Directors shall have authority to levy any special assessment if, in the sole discretion of said Directors, the assessment is reasonably required to protect properties impacted in case of an

emergency, such as a storm causing severe erosion. In such event, the directors shall give written notice to the members so affected as promptly as possible after the determination of said assessment and the action shall be binding as though ratified by the requisite vote of the Owners of Lots.

7. ENFORCEMENT. These Covenants, including any amendment thereto, may be enforced by any individual Lot Owner; by the Association, upon action by its Board of Directors; or by Declarant, as long as Declarant owns any Lot within Creekside. Appropriate remedies shall include, but are not limited to, specific performance. In any action to enforce these Covenants, including any action to collect assessments, either regular or special, or to foreclose upon any real property for payment of such assessment, all costs associated with said collection, including court costs and reasonable attorney's fees, shall be collected from the due date of any assessment, until the assessment is paid in full.

8. SETBACKS. All setback and building restriction areas, and allowable building areas, as shown on the recorded subdivision plats or Creekside, shall be incorporated herein by reference.

9. AMENDMENTS. These Covenants shall continue in full force and effect until 12:00 noon on September 10, 1997, at which time it shall automatically extend for additional successive periods of ten (10) years, unless a document terminating or modifying these Covenants is recorded prior to any renewal date in the office of the Register of Deeds of New Hanover County, which amendment shall require approval of eighty percent (80%) of the Lots subjected to these Covenants. At any other time, these Covenants may be amended upon affirmative vote of ninety percent (90%) of the Lots subject of these Covenants.

10. BINDING EFFECT. All Covenants, restrictions, reservations, easements and privileges contained here in shall run with the land and the grantee, by accepting any deed to any portion of such land described herein, accepts the same subject to these Covenants and its terms and conditions and agrees for himself, his heirs, successors and assigns, to be fully bound by each and all of the terms and conditions of these Covenants, jointly, separately, and severally.

11. TRANSFER OF AUTHORITY; ARCHITECTURAL CONTROL COMMITTEE. Notwithstanding any other provision of these Covenants, the Architectural Control Committee, except as limited hereinafter, shall be appointed by Declarant until such time as Declarant notifies in writing the Association that it is relinquishing its right to appoint the members of the Architectural Control Committee. Until such time said notice is given (which shall be no later than December 31, 1996), Declarant shall appoint three (3) members of the Architectural Control Committee, and the Board of Directors of the Association shall appoint one (1) member. At such time as declarant relinquishes its right to appoint such members, the Board of Directors shall appoint the members of the Architectural Control Committee, which members shall number 4, plus a fifth member who shall be a member of the Board of Directors, and which fifth member shall not vote on any matter considered by the Architectural Control Committee except in the event of a tie vote among the voting members.

12. RESUBDIVISION. No resubdivision of any single Lot shall be allowed, if any resulting Lot will be smaller in size than any of the Lots resubdivided, prior to resubdivision.

Nothing contained herein shall prohibit conveyance of more than one Lot, or portions of contiguous Lots, as long as the resulting Lot or Lots are greater in size than those originally subdivided. The deed of conveyance of any such resubdivided or recombined Lots shall restrict the construction thereon to one single family residential home per redivided Lot, so that the maximum number of homes which can be constructed within Creekside shall not increase. Upon the recombination of any Lots to reduce the total number of allowable building Lots within Creekside, for purposes of membership in the Association and for purposes of the payment of dues and assessments, any recombined Lots shall be considered a single Lot. Furthermore, should any Lot be determined by Declarant to be unbuildable, and should such Lot then be deeded to the Association as common area, or dedicated by Declarant as a recreation or open space area for the benefit of the Association, all by document duly recorded in the office of the Register of Deeds of New Hanover County, there shall be no further dues owed from the date of such recordation; however, any dues prepaid shall not be reimbursed.

13. UTILITY EASEMENTS. There is hereby reserved for the benefit of the Association and the Owner of each Lot within Creekside a utility and drainage easement running parallel to each street a width of 10 feet. Utilization of such easement by anyone other than the Lot Owner across which such easement runs shall be made only upon approval of the Board of Directors of the Association.

14. MINOR AMENDMENT. The Association shall be allowed to amend these Covenants, notwithstanding any other provision contained herein, and without joinder of any other party, for the purpose of correcting any discovered and apparent error contained herein, clarifying any ambiguity contained herein, or adding or deleting any incidental provisions deemed in the sole discretion of the Association to be in the best interest of Creekside, and the Owners therein. This right may be exercised, and shall be effective, only upon the recordation of a "Corrected Declaration" in the office of the Register of Deeds of New Hanover County, which corrected Declaration shall specifically reference this document, and provision impacted. The provisions corrected in these Covenants were limited to spelling errors, insertion of definitions, capitalization of defined words, and changes necessitated as a result of the enactment of the North Carolina Planned Community Act, Chapter 47F of the N.C.G.S.

15. RULES. The Board of Directors may from time to time establish rules for use of any property within Creekside in order to protect the value of Lots, the aesthetic qualities of Creekside and the tranquility of the Owners of Lots. Said rules may include, but are not limited to, reasonable restrictions on pets, rental use of homes, and parking of cars, trailers, boats, campers and other vehicles on Lots and streets. All such rules shall be effective after written notice of adoption is mailed to the record Owners of all Lots. All such rules shall be enforceable as though set out within these Covenants.

16. DECLARANT'S DUES. DECLARANT SHALL PAY DUES ON ALL Lots owned by Declarant on the same basis as though such Lots were owned by third parties.

17. BINDING EFFECT. THIS Covenant shall be binding on Declarant and all Lot Owners, as well as their heirs, successors and assigns.

IN TESTIMONY WHEREOF, said Association has caused this instrument to be executed by its President by order of its Board of Directors the day and year first above written.

PN Creekside Home Owners Association, Inc.

BY: John A. Sexton
PRESIDENT JOHN A. SEXTON

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Patricia A. Kodetsky, notary public, do hereby certify that John Arthur Sexton (name of officer), personally appeared before me this day and acknowledged that he/~~she~~ is President (title of officer) of the Association and that he/~~she~~, being authorized to do so, executed the foregoing on behalf of the Association.

Witness my hand and official seal this the 31st day of May, 2017.

PATRICIA A KODETSKY Notary Public New Hanover County My Comm. Exp. 12-29-2021 NORTH CAROLINA

(Notary Seal)

Patricia A. Kodetsky
Notary Public
My Commission Expires: 12/29/21

TAMMY THEUSCH
BEASLEY
Register of Deeds

New Hanover County
Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7716

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State of North Carolina, County of NEW HANOVER
Filed For Registration: 05/31/2017 10:08:26 AM
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13 PGS $26.00
Real Property $26.00
Recorder: STEPHANIE PEREZ
Document No: 2017017310

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DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.