



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH, NC
NEW HANOVER COUNTY, NC
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INSTRUMENT # 2007026922

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
NATURE'S WALK

RETURN TO JACKSON MILLS CARTER

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, SAMM B., INC., a North Carolina corporation, (hereinafter referred to as "Developer"), is the owner of all of the interest and equity in those certain lots or tracts of land known as NATURE'S WALK (hereinafter sometimes referred to as "Development"), and it is the desire of the undersigned, the owner and Developer of these lands, to insure the use of said property for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the communities, and thereby to secure to each lot owner the full benefit and enjoyment of his home with no greater restriction upon the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners;

NOW, THEREFORE, the undersigned does hereby covenant, agree and declare to and with all persons, firms or corporations now owning or hereafter acquiring any property in NATURE'S WALK, that all of the lots in said subdivision as shown on the map recorded in Map Book 51 at Page 209 of the New Hanover County Registry, are hereby made subject to the following restrictions as to the use thereof, running with the land by whomsoever owned, to-wit:

1. All lots in said subdivision shall be known as single family residential lots, and shall be used for single family residential purposes only.
2. No residence smaller than 1800 square feet of heated floor space, exclusive of porches, steps, walks, garages, carports, storage areas and so forth, shall be constructed or located on any building lot. Provided, that in cases where the area is not more than ten percent (10%) below the minimum above set out, Developer, at its option, or its designated agent, may approve the construction of the dwelling if it is in conformity with the general development of the Subdivision.
3. No stucco, concrete block, concrete brick, asbestos siding, aluminum siding, vinyl siding nor cinder block or composition tar paper shall be used for the exterior of any residence

constructed on any building lot herein conveyed; it being intended that only conventional frame, clay, brick or masonite exteriors be constructed on the lots, subject to these covenants.

4. Each residence shall be required to have its own garage, attached or detached, suitably sized to accommodate no less than two automobiles, to be built in conformity with the exterior of the residence. Each garage must have its own driveway to be constructed of asphalt or concrete.

5. Since the establishment of standard 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. However, in order to assure that the foregoing considerations are given maximum effect, SAMM B., INC. reserves the right to control and approve absolutely the site and location of any house or dwelling or other structure upon any lot.

6. No modular home, house trailer, mobile home, tent, shack or temporary structure of any nature shall be located on any lot or used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence.

7. No above ground swimming pools or satellite dishes shall be permitted on any lot.

8. No fence or hedge in excess of three (3) feet in height shall be erected on any lot, unless written approval thereof has first been obtained from the Developer. No fence shall be permitted nearer the front lot line than the most rear corners of the house constructed on said lot.

9. Modular and prefabricated homes and previously constructed houses may not be erected or placed on any lot, unless the express written consent of the Developer is first obtained.

10. No advertising signs or billboards shall be erected on any lot or displayed to the public on any lot which is subject to these Restrictions, except that one sign of not more than five (5) square feet in area may be used to advertise a lot for sale. This covenant shall not apply to signs erected by the Developer used to identify and advertise an individual lot or lots or residences or the subdivision as a whole, or by a contractor for an item of work then being performed or constructed on a given lot.

11. No property owner shall maintain or permit any boats, any type of water craft, trucks in excess of three-fourths (3/4) tons, trailers, tractors, motor homes, campers, or any type of motor

vehicle or other machinery that produces excessively loud noises on his lot or on any of the streets in NATURE'S WALK.

12. No fuel tanks or any type of storage receptacles may be exposed to view anywhere on any lot. Any such receptacles must be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

13. All water to be used for human consumption and human use by anyone on or from any lot or residence constructed thereon must be obtained from the County of New Hanover. An area located within an eight (8) foot radius from each water meter shall be a permanent easement for maintenance and repair of such meter. This covenant shall not exclude the right to dig shallow wells for irrigation purposes only. Sewage disposal shall be only through the New Hanover County Sewer System.

14. All building plans for residences must be approved at least two (2) weeks prior to construction even beginning on any lot by the Developer or an agent appointed by the Developer.

15. STATE STORMWATER MANAGEMENT PROVISIONS:

A. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW 040927, as issued by the Division of Water Quality under NCAC 2H.1000:

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

C. These covenants are to run with the land and be binding on all persons and parties claiming under them.

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

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

F. The maximum allowable built-upon area (BUA) per lot is 3,795 square feet. This allotted amount includes any built-upon area constructed within the Developer Property boundaries, and that portion of the right-of-way between the front Developer 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.

G. Filling in or piping of any 3:1 vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.

H. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon areas reduced to CAMA jurisdiction within the AEC.

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

J. Each lot will maintain a 30' wide vegetated buffer between all built-upon areas and the Mean High Water line at surface waters.

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

L. This project proposes a curb outlet system. Each designated curb outlet swale shown on the approved plan must be maintained at a minimum of 100' long with 5:1 (H:V) side slopes 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, and be located in either a dedicated common area or a recorded drainage easement.

16. No noxious or offensive activity shall be carried on any lot or maintained within any residence located on any lot or part of any lot, nor shall any use be made of any portion of said property (lot or common area) which may be or become an annoyance or nuisance to the neighborhood. No domesticated farm animals or fowls shall be kept on any lot or any common area. Animal sacrifice or any ceremony involving the killing of any animal is prohibited on any lot in the subdivision.

17. The Buyer of any lot shall keep the lot mowed regularly, including that area from the lot line to the edge of the paved street, and clear of any unsightly objects. Unsightly, inoperative junk cars and like eyesores cannot be maintained on the lot either prior to or after the residence has been erected. In the event that the Buyer of any lot within the Subdivision breaches this restriction, the Developer reserves the right to enter upon the lot, mow the grass, clean up the lot and remove

unsightly structures and objects. The cost of any such clean up shall be charged to the owner of said lot, which cost amount shall constitute a lien upon said lot.

Where lots border on or contain ditches, drainage canals or swales within its boundaries, the Buyer of any such lot shall keep that area, including the slopes, down to the edge of the water, mowed and maintained regularly. Washouts or erosion of the lots adjoining ditch banks and swales to pavement shall be property which must be tended to by the respective lot owner.

18. Every lot owner shall provide the appropriate number of and size of receptacles for garbage or other refuse and all cans, carts and bags must be kept in a completely screened area, accessory building or other storage facility not visible from the street except on garbage pick up days.

19. Construction activity on a lot shall be confined within the boundaries of said lot. Each lot owner shall have the obligation to collect and dispose of all rubbish and trash resulting from construction on his lot. Upon a lot owner's failure to collect and dispose of such trash within ten (10) days after receipt of a written notice from Developer, Developer may collect and dispose of such rubbish and trash at the lot owner's expense. In addition, no large trees or natural foliage may be removed from any lot without the prior written approval of the Developer.

Once construction has started on any lot, it must be completed within one (1) year from start date. If a residence or any portion thereof burns or is damaged by storm or other natural disasters, it will be repaired or removed from the lot within one (1) year of said occurrence.

All underbrush on any lot must be regularly cut, removed and cleared by the owner thereof beginning with the date of sale of such lot to any purchaser thereof.

20. The Developer reserves a ten (10) foot easement along the sidelines, the rear lines and the front lines of all lots in the Subdivision for the purpose of installing and conveying easements for utilities and drainage.

21. At any time prior to December 31, 2010, these restrictions may be amended by Developer at its discretion, but not to impair the property value of the lot owners. Thereafter, these restrictions may be amended by vote of the owners of two-thirds (2/3) of the lots in NATURE'S WALK.

22. NATURE'S WALK OWNERS ASSOCIATION is a non-profit corporation organized pursuant to the Non-profit Corporation Act of the State of North Carolina, the Articles of Incorporation for which are recorded in the New Hanover County Registry in Book ___ at Page

_____. The purpose of said corporation is the establishment of a private owners' association for the owners of lots in NATURE'S WALK, all sections, to provide at the Association's expense essential services necessary to maintain, repair and replace the storm water drainage system, including any detention ponds, all drainage lines, pipes and ditches (except those constructed by individual lot owners and located within individual lots) which are located on any common area of the Development, for the mutual benefit of all owners of lots in the subdivision, all as outlined herein below and more particularly described in the Articles of Incorporation and the By-laws thereof.

There shall be one (1) membership in the Association for each lot in the Subdivision and no others. Each membership shall be appurtenant to the ownership of a lot in NATURE'S WALK and may not be severed or transferred separate or apart from the transfer of the lot to which it is appurtenant. For the purposes of this Article, the Developer shall be deemed an owner so long as it owns any lot in NATURE'S WALK.

The Developer shall convey to the Association the detention ponds and all of the improvements associated therewith within 120 days of the completion thereof.

The affairs of the Association shall be governed, managed and controlled by the Board of Directors, elected by the membership as provided in the Associations' By-Laws, the terms and provisions of which are incorporated herein as if fully set forth.

The Association, in order to fulfill the purposes for which it has been formed, as stated in its Articles of Incorporation, shall have and possess and shall perform and exercise the following powers, privileges, rights and duties: (i) The Association shall, from time to time, make and amend pursuant to the provisions of its By-Laws, reasonable rules and regulations governing the owners use of the detention pond area. (ii) The Association shall be responsible for maintaining, repairing and replacing the planting easement areas, the storm water drainage system, including the detention ponds, all drainage lines, pipes and ditches which are located on the property, except those constructed by individual lot owners and located within individual lots. In the event that any of the above is necessitated by the willful act or active or passive negligence of any owner, his family, guests, invites or tenants, then the cost of same shall legally be the personal obligation of said owner and if not paid to the Association upon demand, may be added to the annual assessment levied against said owner's lot as said assessment is defined herein below. (iii) The Association shall obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of

Directors of the Association may, from time to time, determine necessary, covering each member of the Board of Directors, each officer of the Association, the Association and each owner of a lot; such public liability insurance shall also cover cross-liability claims of one insured against another, and such other insurance as the Board of Directors may deem necessary for the protection of the Development, the Association, its directors, officers and members. (iv) The Association may, from time to time, elect to provide yard maintenance for all lots in NATURE'S WALK for which it shall charge each lot owner a uniform maintenance fee therefore; provided, however, this is not intended to impose any duty on the Association, which may, based upon a simple majority vote of the membership, elect to continue or discontinue such yard maintenance from time to time.

The Association has heretofore been given the authority to administer the operation and management of the detention pond, it being recognized that the delegation of such duties to one entity is in the best interest of the owners of all lots in NATURE'S WALK, all sections. To properly administer the operation and management of the detention pond, the Association will incur, for the mutual benefit of all the owners of lots, costs and expenses sometimes herein referred to as "common expenses". To provide the funds necessary for such proper operation, management and capital improvement, the Association shall levy assessments against the members of the Association and their lots. In furtherance of this grant of authority to the Association to make, levy and collect assessments, to pay the costs and expenses for the operation of, the management of, and for capital improvements to the detention pond, and all improvements thereon, the following shall be operative and binding upon the owners of all lots: (i) Every lot owner, for each lot owned within the Subdivision, and each owner of any lot, by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements or special assessments as establishments by the Board of Directors of the Association, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with the interest, costs and reasonable attorney's fees, if any shall be a charge on the lots and shall be a continuing lien upon each lot against which they are levied. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person or entity who is the owner of such lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not be pass to any successor in title unless expressly assumed by him. (ii) The

assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Subdivision, and in particular for the maintenance, repair and replacement of the detention ponds. (iii) The maximum annual assessments for each calendar year shall be established by the Board of Directors and may be increased by the Board of Directors for any calendar year without approval by the membership by an amount not to exceed ten (10%) of the maximum annual assessment of the previous year. The maximum annual assessment for any calendar year may be increased without limit by a vote of two-thirds (2/3's) of the members who are voting in person or by proxy at a meeting called for that purpose. (iv) In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for purpose of deferring in whole or in part, the cost of any construction, reconstruction or repair of the detention pond, provided that any such assessment shall be approved by two-thirds (2/3's) of the total vote of the members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments may be collected on an annual, quarterly, semi-annual or on a monthly basis. (v) Written notice of any meeting called for the purpose of taking any action authorized under (iii) and (iv) shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. (vi) Annual and special assessments must be fixed at a uniform rate for all lots and shall be collected on a monthly, quarterly, semi-annual or annual basis. The books and records of the Association will be kept in such a manner that is possible to determine and ascertain such sums as are expected by the Association for improvement, maintenance and upkeep of the detention pond, as is forth herein. (vii) The annual assessments provided for herein shall be collected on a monthly, quarterly, semi-annual or annual basis and shall commence as to all lots on the first (1st) day of the month following conveyance of any lot to the original purchaser thereof. The first annual assessment shall be adjusted according to the number of the months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment to every owner

subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the corporation setting forth whether the assessments on a specified lot has been paid. (viii) An assessment not paid within thirty (30) days after the due date shall bear interest from the due date at one and one-half percent (1½%) per month until paid. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose a lien against the lot, and interest, costs and reasonable attorney's fees for such action or foreclosure shall be added to the amount of said assessment. No owner may waive or otherwise escape liability for the assessment provided for herein. (ix) The lien herein granted unto the Association shall be enforceable from and after the time of recording a Claim of Lien in the public records of New Hanover County, North Carolina, which lien shall state the description of the lot encumbered thereby, the name of the record owner, the amount due and the date when due. The Claim of Lien shall be recordable any time after default and the Lien shall continue in effect until all sums secured by said lien as herein provided shall have been fully paid. Such Claims of lien shall include all of the assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied on record. The Lien provided for herein shall be subordinated to the Lien of any first mortgage of deed of trust and any person, firm, corporation or other entity acquiring title to any lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, shall be liable and obligated only for assessments as shall accrue and become due and payable subsequent to the date of acquisition of such title, and it shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of acquisition of title to a lot by foreclosure, deed in lieu of foreclosure or judicial sale, any assessment or assessments as to which the parties so acquiring title shall not be liable, shall be absorbed and paid by all owners of all lots as a part of the common expenses, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement or collection of such payment by means other than foreclosure. (x) Upon default by the Association and the payment to any governmental authority entitled thereto of any ad valorem taxes levied against the detention pond or assessment for public

improvements to the detention pond or assessment of public improvements to the detention pond, which default shall continue for a period of six (6) months, each owner of a lot in the subdivision shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due to the governing authority by the total number of lots in the two Subdivisions. If such sum is not paid by the owner within thirty (30) days following the receipt of notice of the amount due, then said sum shall become a continuing lien on the lot of the then owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may bring either an action at law or may elect to foreclose the lien against the lot of the owner. (xi) Upon the sale of one hundred percent (100 %) of the lots in NATURE'S WALK, all sections, the Developer will turn over control of the owners' association to the Board of Directors to be elected by the membership in accordance with the By-Laws of the Association. Management and control of the Association may be transferred to the lot owners at any time but in all events no later than one hundred twenty (120) days after the sale of 100% of the lots in both Subdivisions. Until management and control of the association has been transferred, however, the Developer shall elect the Board of Directors of the Association.

23. The Developer reserves the right to subject the real property in this subdivision to a contract with Progress Energy for the installation of the underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Progress Energy by the owner of any such dwelling site.

24. If the parties hereto, or any of them, or their heirs and assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons, owning any lot situated in NATURE'S WALK, to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

25. All covenants, restrictions and affirmative obligations set forth in these Restrictions shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to the successors and assigns, if any, of SAMM B., INC., for a period of thirty (30) years from the date hereof, after which time all said covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by the owners of a

majority of the lots in NATURE'S WALK (not including mortgagees or trustees under deeds of trust substantially affected by such changes in covenants) has been recorded, agreeing to change said covenants in whole or in part. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, SAMM B., INC. has caused this instrument to be signed by its President this 3 day of April, 2007.

SAMM B., INC., a North Carolina corporation

By: *SBJ-III*, President

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

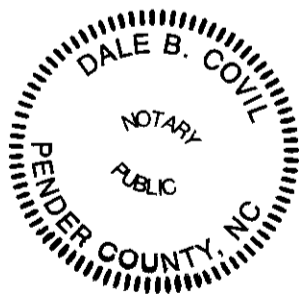
I, DALE B. COVIL, Notary Public of the County of Pender and State aforesaid, do hereby certify that Samm B. Jernigan, III personally appeared before me this day and stated that he is **President of SAMM B., INC., a North Carolina corporation**, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President.

Witness my hand and official seal, this 3 day of April, 2007.

Dale B. Covil
Notary Public

My Commission Expires:
March 21, 2011

(AFFIX NOTARIAL SEAL)





REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

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DECL 12 PGS \$44.00
Recorder: NELSON, JACQUELINE

State of North Carolina, County of New Hanover

**YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.**

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