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BY: SAMANTHA SPEAKER

DEPUTY

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NEW HANOVER COUNTY,

TAMMY THEUSCH PIVER

REGISTER OF DEEDS

NC FEE \$62.00

EXTX \$0.00

ELECTRONICALLY RECORDED

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

RESTATEMENT OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR SANDFIDDLER POINTE

THIS DECLARATION, made the 9th day of December, 2022, by the SANDFIDDLER POINTE HOMEOWNERS ASSOCIATION, INC., hereinafter "Declarant" representing the Owners of Lots in SANDFIDDLER POINTE.

WHEREAS, Declarant are the owners of certain property in NEW HANOVER County, North Carolina, which is more particularly described as follows;

Lots 1, 2, 3, 4, 5, & 6 as shown on a map recorded in Map Book 26, Page 74, New Hanover County and Lots 7, 8, 9, 10 as shown on a map recorded in Map Book 50, Page 217, New Hanover County.

AND, WHEREAS, Declarant desires to provide for a uniform development of said property so as to preserve its value and to protect the present and future owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and replace all prior Declarations, which shall become null and void with the recording of these Declarations.

ARTICLE I
DEFINITIONS

Section 1. Association and HOA shall be used interchangeably to mean and refer to

**PREPARED BY
SIEGEL & RHODENHISER**

**RETURN TO
SIEGEL & RHODENHISER**

SANDFIDDLER POINTE Homeowner's Association, Inc., a private, non-profit corporation formed or to be formed by the developer primarily as a Homeowners Association for the Lot owners in SANDFIDDLER POINTE, all of whom shall be members of the Association. Bylaws of the Association are attached as Exhibit "A".

Section 2. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including but not limited to the roadways. The Common area to be owned by the Association at the time of the conveyance of the first Lot as described as follows:

All real property of the development excluding that which is directly beneath each individual Lot.

Section 3. Declarant shall mean and refer to the Owners of Lots in SANDFIDDLER POINTE and their successors and assigns, by and through SANDFIDDLER POINTE Homeowners Association, Inc.

Section 4. Lot shall mean and refer to those portions of the subdivision property specifically allocated, platted and/or recorded as Lots for sale and/or use as single-family residences recorded at Map Book 26, Page 74 and Map Book 50, Page 217 New Hanover County Registry.

Section 5. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Lot owner shall also be a member of the Association.

Section 6. Properties shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of Association to limit the number of guests of members.

b. The rights of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and until any infractions of its published rules and regulations is corrected and applicable fines are paid.

- c. The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless any instrument signed by sixty-seven per cent (67%) of the members agreeing to such dedication or transfer has been recorded.
- d. The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.
- e. The right of the Association to regulate leasing of the Owners' houses and use of the properties for business purposes.

Section 2. DELEGATION OF USE. Every Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area or facilities to the member of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III EASEMENTS

Section 1. Easements are reserved as necessary in the Common Areas for installation and maintenance of underground utilities and drainage facilities.

Section 2. The Association, acting through its officers, agents, servants, and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform any exterior maintenance to be done or for purposes of stormwater drainage inspection and maintenance.

Section 3. Each Lot and all common areas and facilities are hereby subjected to an easement for the landscaping, repair, maintenance, inspection, removal or other service of or to all electricity, television, telephone, water, sewer, utility, drainage and the repair of any privacy fences on individual Lots or other common areas and facilities, whether or not the cause of any or all of those activities originates on the Lot in which the work must be performed.

Section 4. Ingress and egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same from time to time may exist upon the common areas and facilities; and, for vehicular traffic over, through and across all streets as from time to time may be paved and intended for such purposes, for all Lot owners in SANDFIDDLER POINTE, their guests, families, invitees and lessees, the Association, the Declarant, its successors and assigns.

Section 5. An easement is hereby granted to all police, fire protection, ambulance, and all similar persons, companies or agencies performing emergency services to enter upon the Lots and

common areas in performance of their duties.

Section 6. In case of any emergency originating in or threatening any Lot or other structure or the common areas and facilities, regardless whether the Lot owner is present at the time of such emergency, the Board of Directors or any other person authorized by it, shall have the right to enter any Lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot owners, and such right of entry shall be immediate.

Section 7. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having any interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence or obligation, to the easements and rights described in this Declaration.

Section 8. The Declarant reserves the right to subject the real property in this subdivision to a contract with Duke Progress Electric for the installation of street lighting, which contract requires or will require a continuing monthly payment to Duke Progress Electric for each residential customer for street lighting service.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each Lot Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE V COVENANTS FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. The Declarant, for each Lot owned within the Properties, hereby covenants, 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:

- a. Annual assessments or charges, with each Lot owner being responsible for paying their pro rata share of ten percent (10%), of the operating expenses for common areas and facilities; and

- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- c. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to the obligor's successors in title.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area, the payment of any taxes due on the common areas, the repair of all privacy fences and walls installed by the Declarant,

Section 3. ANNUAL ASSESSMENT. The ANNUAL assessment for maintaining the maintaining the Properties will be based on the actual cost of said maintenance plus five percent (5%) for inflation.

- a. From and after January 1 of the year immediately following the conveyance of the first ten Lots to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. INSURANCE. It shall be the duty of the Association to maintain in effect casualty and liability insurance upon the Common Areas and facilities, including the private streets, as follows:

- a. Amount and Scope of Insurance. All insurance policies upon the Common Areas and, etc., shall be secured by the Board of Directors. Properties shall be secured by the Board of Directors, or its designee on behalf of the Association with full authority which shall obtain such insurance against (1) loss or damage by fire or other hazards normally insured against, and (2) such other risks, including public liability insurance, as from time to time shall be

customarily required by private institutional Mortgage Investors for projects similar in construction, location and use as the properties and the improvements thereon all under such terms and conditions as the responsible authority shall determine. However, such liability coverage shall be for a least \$1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries, and deaths of persons in connection with the operation, or maintenance or use of the common areas and legal liability arising out of lawsuits relating to employment contracts of the Association.

b. Insurance Provisions. The Board of Directors shall make diligent efforts to ensure that said insurance policies provide for the following:

- (1) A waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Lot Owners and their employees, agents, tenants and invitees.
- (2) A waiver by the insurer of its right to repair and reconstruct instead of paying cash.
- (3) Coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty days prior written notice to the name insured and all mortgagees.
- (4) Coverage will not be prejudiced by act or neglect of the Lot Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the property over which the Association has no control.
- (5) The insurance coverage on the property cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Lot owners.
- (6) The insurance coverage on the property cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors without prior demand in writing that the Board of Directors cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Lot owner or any mortgagee.

c. Premiums. All insurance policy premiums on the property for the benefit of the Association purchased by the Board of Directors or its designee and any deductibles payable by the Association upon loss shall be a common expense and the Association shall levy against the Owners equally as an additional annual assessment, (herein called "Insurance Assessment") which shall be in addition to the amounts provided for under Section 3 above, an amount sufficient to pay the annual cost of all such insurance premiums.

d. Proceeds. All insurance policies purchased pursuant to these provisions shall provide that all proceeds thereof shall be payable to the Board as insurance trustee or to such attorney-at-law or institution with trust powers as may be approved by the Board of

Directors.

e. Policies. All insurance policies purchased by the Board of Directors shall be with a company or companies permitted to do business in the State of North Carolina and holding a rating of "A" or better by the current issue of Best's Insurance Reports. All insurance policies shall be written for the benefit of the Association and the Board of Directors thereof, as their respective interest may appear, and shall provide that all proceeds thereof shall be payable to the Board of Directors.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or of proxies entitled to cast sixty-seven percent (67%) of all the votes of membership shall constitute a quorum. If the required quorum is not present at any such meeting, the members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a QUARTERLY basis.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Lot by Declarant to a purchaser for value, except that annual assessments shall not commence for any Lot until a certificate of occupancy has been issued for such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount to the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro rata monthly installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by a majority of the Board of Directors of the Association or an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated 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 Article will be deemed to have been fully complied with.

Section 2. No house plans will be approved unless the proposed house shall have a minimum of 2000 square feet of enclosed heated dwelling area if a one-story house or 2400 square feet of enclosed heated dwelling area, with minimum of 1800 square feet on first floor, if a two-story house. However, it is expressly understood and agreed that no more than twenty-five percent (25%) 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 to insure the continued compliance with stormwater runoff rules adopted by the State of North Carolina and therefore may be enforced by the State of North Carolina.

Section 3. The building setbacks will be a front setback of twenty-five feet (25'), a side setback of five feet (5'), and a rear setback of nine feet (9'). In order to assure, however, that the foregoing considerations are given maximum 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, taking into consideration the existing trees.

Section 4. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder, due to strikes, fires, national emergency or natural calamities. During construction each Lot must be cleared of all unnecessary debris at least once a week.

Section 5. 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 thirty-five (35) feet in height, provided the use of such dwelling or accessory building does not in the opinion of the architectural control committee overcrowd the site, and provided further, that such buildings are not used for any activity normally conducted as a business.

Section 6. Service utilities, fuel tanks, clothes lines, wood piles and trash and garbage accumulations are to be enclosed within the Lot so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision.

Section 7. Off street parking for not less than two (2) 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, or asphalt. On street parking shall be limited to guest parking.

Section 8. If an existing house is destroyed, it may be rebuilt to the exact same designs and specifications without approval of the architectural control committee. Any changes to the original designs and specifications must be approved by the architectural control committee

Section 9. All duties and responsibilities conferred upon the Board or the Architectural Control Committee by this Declaration or the Bylaws of the Association shall be exercised and performed by Homeowners Association.

Section 10. The impervious surface limitation coverage proposed on each Lot is consistent with the requirements of the Department of Environmental Management coastal storm water regulations. Each Lot shall contain impervious surfaces as defined by said regulations not in excess of the following: twenty-five percent (25%) of the square footage of the Lot. This allotted amount includes any built-upon area constructed within the 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.

Section 11. These covenants are intended to ensure the ongoing compliance with State Storm Water Management Permit Number _____ dated _____, as issued by the Division of Water Quality under NCAC 2H.1000. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

Section 12. Lots within CAMA's Area of Environmental Concern may be subject to a reduction in their allowable built-upon area due to CAMA regulations.

Section 13. All runoff on the lot must drain into the permitted system. This may be accomplished through providing roof drain gutters which drain to the street, grading the lot to drain toward the street, or grading perimeter swales and directing them into the pond or street. Lots that will naturally drain into the system are not required to provide these measures.

Section 14. Built-upon area in excess of the permitted amount will require a permit modification.

Section 15. It shall be the responsibility of the permittee to ensure that each lot provides the permanent drainage and maintenance easement, that the easement remain clear of obstruction and structures, and that yearly routine maintenance is performed per NCDENR-DWQ guidelines. Each lot has a pre-sized stormwater management system. The catch basin and infiltration system must be installed to specification and certified by a licensed Professional Engineer. The permittee is responsible for the installation of all infiltration trench systems on each of the 10 lots.

Section 16. All houses must be primarily of a brick, cedar/wood or stucco finish, unless approved by the Architectural Review Committee.

ARTICLE VII USE RESTRICTIONS

Section 1. LAND USE AND BUILDING TYPE. All land shall be used for single family residential purposes except that so long as the Declarant shall retain ownership of any Lots, it may utilize any such Lot or Lots for sales or rentals, offices, models or other usage for the purposes of selling or renting Lots within said project. The Declarant may assign this limited commercial usage right to any other person or entities as it may choose; provided, however, that when all Lots have been sold, this right of commercial usage by the Declarant, its successors and assigns shall immediately cease. No Building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not to exceed thirty-five (35) feet in height. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article VI of this Declaration of Covenants, Conditions and Restrictions relating to architectural control.

Section 2. NUISANCES. No noxious or offensive activity shall be carried on, in or around any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. JUNK VEHICLES. No inoperable vehicle or vehicle without current registration and insurance will be permitted on the premises. The Associations shall have the right to have all such vehicles towed away at the owner's expense.

Section 4. FOR SALE SIGNS REGULATED. "For Sale" signs are limited to a maximum

size of 18 X 24 inches, installed to be less than 40 inches above ground level and a minimum of 10 feet from the roadway. Illuminated signs or accessory lights are not permitted.

Section 5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage shed, doghouse, or other outbuilding shall be used on any Common Area any time either temporarily or permanently except during construction by the developer.

Section 6. RECREATIONAL VEHICLES. No boat, motorboat, camper, trailer, motor or mobile homes, or similar type vehicle, shall be permitted to remain on any Lot yard or in parking spaces, at any time, unless by consent of the Association, and if properly stored out of sight in garages.

Section 7. ANIMALS. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to run free and are at all times properly leashed and personally escorted.

Section 8. OUTSIDE ANTENNAS. No outside radio or television antennas shall be erected on any Lot or dwelling Lot within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 9. 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-frost lights or bulbs as approved by the SANDFIDDLER POINTE Homeowner's Association.

Section 10. MAIL AND PAPER BOXES. Each Lot shall have one mailbox and be allowed one paper box which design shall be approved by the Association.

Section 11. YARD MAINTENANCE. Each Lot Owner will keep their front, rear and side yards in a neat and orderly manner.

Section 12. LEASES. No house may be Leased for a period of less than one (1) year. Any violation of this provision shall be subject to a \$1,000.00 a day penalty for every day the violation continues.

Section 13. COMMERCIAL USE OF THE PROPERTY. Each property owner may have a home office on the premises and use it for their business needs. They may not have their business employees working at the premises and they may not have client meetings on the premises.

Section 14. FINES FOR VIOLATIONS OF ASSOCIATION RULES. If there is an infraction of the Rules, the Association will give the violator written notice of the violation and a

time (15-30 days, after receiving notice, depending on the severity of the violation) to stop the violation. If the violation is not rectified within the time given, the Association will have the right to assess fine of \$100.00 per week for the first four weeks and increasing to \$250.00 per week thereafter, until the violation is eliminated and the fine is paid in full. Any legal fee incurred by the HOA for this process must be paid or reimbursed by the involved homeowner. The HOA shall have the right to place a lien on the involved homeowner's lot

ARTICLE VIII GENERAL PROVISIONS

Section 1. WATER, SEWER SERVICE AND OTHER UTILITIES. NEW HANOVER County or a private utility company shall provide sewer service and water service for the development and no private well shall be permitted on any Lot except for irrigation purposes approved by the SANDFIDDLER POINTE Homeowner's Association.

Section 2. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to remedy any breach of these Declarations and assess costs against the offender as a special assessment.

Section 3. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. LOTS SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of dwellings and their guests or invitees, shall be subject to and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 5. STORM WATER PERMIT AND MAINTENANCE. The Storm Water Permit from the State of North Carolina and its maintenance will be the responsibility of the Homeowners Association.

Section 6. AMENDMENT OF DECLARATION. The covenants and restrictions of this

Declaration may be amended by an instrument duly recorded in the Office of the Register of Deeds of NEW HANOVER County signed by not less than sixty-seven (67%) percent of the Lot Owners; provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. In no event may the Declaration be amended so as to deprive the Declarant of any rights herein granted or reserved unto Declarant, including the right of Declarant to develop contiguous and to extend the scheme of this Declaration to such other property by the recording of subsequent Declarations as herein provided. Notwithstanding the foregoing, the Declarant shall have the right to make amendments to this Declaration, without the other Lot Owners consent, as long as the Declarant's interest represents sixty-seven (67%) percent of the votes of the Association. Notwithstanding the foregoing, the provision of 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.

Section 9. MORTGAGE OF COMMON AREAS. The common areas may not be mortgaged without the approval of 67% of the lot owners excluding the Declarant.

Section 10. DISPUTE ARBITRATION.

a. Any lot owners having disputes regarding matters touching and concerning SANDFIDDLER POINTE hereby agree that disputes will be settled by arbitration if such disputes are not resolved by mutual agreement among the unit owners within sixty (60) days of the disputing unit owner giving written notice of the dispute to the unit owner with whom the dispute exists.

b. One Arbitrator mutually acceptable to the disputing unit owners shall be chosen by said owners.

c. The Arbitrator shall be governed by the United States Arbitration Act, 9 U.S.C. 1-16, and judgement upon the award rendered by the Arbitrator may be entered by any court having jurisdiction thereof.

d. The Arbitrator is not empowered to award damages (including punitive damages) in excess of actual damages.

SIGNATURE PAGES WILL FOLLOW

LOT 1, SECTION 1

Ryan Bruce Floyd (SEAL)
RYAN BRUCE FLOYD

Ashley Simpson Floyd (SEAL)
ASHLEY SIMPSON FLOYD

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

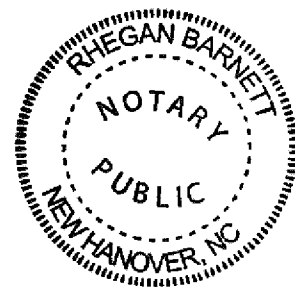
I, Rhegan Barnett, a Notary Public of the County of NEW HANOVER and State aforesaid, do hereby certify that RYAN BRUCE FLOYD and wife ASHLEY SIMPSON FLOYD personally came before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this 26th day of SEPTEMBER, 2022.

Rhegan Barnett
NOTARY PUBLIC

My Commission Expires:
7/19/2026

(Notarial Seal)



LOT 2, SECTION 1

Clint S. Roberson (SEAL)

CLINT S. ROBERSON

Mary Ann Roberson (SEAL)

MARY ANN ROBERSON

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, *Rhegan Barnett*, a Notary Public of the County of NEW HANOVER and State aforesaid, do hereby certify that CLINT S. ROBERSON and wife MARY ANN ROBERSON personally came before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this 21st day of SEPTEMBER, 2022.

Rhegan Barnett

NOTARY PUBLIC

My Commission Expires:

7/19/2026

(Notarial Seal)

