

732



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P. SMITH
NEW HANOVER COUNTY, NC
2007 AUG 17 09:42:33 AM
BK: 5220 PG: 2500-2507 FEE: \$32.00

INSTRUMENT # 2007041302

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WILLOWS AT STONES EDGE

Prepared by: Murchison, Taylor & Gibson, PLLC
16 North Fifth Avenue
Wilmington, NC 28401

WHEREAS, HOLLY TREE INVESTMENTS, LLC (herein “Declarant”), a North Carolina limited liability company, has previously executed and recorded the Declaration of Covenants, Conditions and Restrictions for Stones Edge, in Book 5112, Page 1125, in the New Hanover County Registry, and the First Amendment to Declaration of Covenants, Conditions and Restrictions for Stones Edge, in Book 5178, Page 847, in the New Hanover County Registry (herein collectively called the “Declaration”) and has subjected the real property described in the Declaration (herein the “Property”) to the covenants and restrictions contained in the Declaration; and

WHEREAS, Article XIII, Section 3 of the Declaration provides that the Declarant has the right to designate Lots, roads, utility and drainage facilities and easements on or in the Property, and;

WHEREAS, Declarant desires to subject to this Supplemental Declaration of Covenants, Conditions and Restrictions for The Willows at Stones Edge (the “Supplemental Declaration”) and designate certain Lots, roads, utility and drainage facilities and easements in a portion of the Property as shown on a plat entitled “Final Plat of Phase 3 Stones Edge”, recorded in Map Book 51 at Page 313 of the New Hanover County Register of Deeds (the “Phase 3 Plat”) which is incorporated herein by reference, said Lots so designated to be known as “The Willows at Stones Edge”; provided however, that Lots 1 through 6 and Lots 42 through 45 as shown on said Phase 3 Plat are excepted from this Supplemental Declaration and not made a part of The Willows at Stones Edge; and

WHEREAS, in accordance with Article XIV, Section 2 of the Declaration, the Declarant has the right to amend the Declaration in its discretion, as long as the Declarant owns any of the Property; and

Prepared By & Return
To: MTG, PLLC

WHEREAS, the Declarant desires to amend the Declaration as provided herein solely with regard to The Willows at Stones Edge.

NOW, THEREFORE, in consideration of the premises, the Declarant declares that all of The Willows at Stones Edge is and shall be held, transferred, sold, conveyed, occupied, and used subject to the restrictions and matters set forth in the Phase 3 Plat, the Declaration and this Supplemental Declaration of Covenants, Conditions and Restrictions for The Willows at Stones Edge (the "Supplemental Declaration"), said Phase 3 Plat, the Declaration and the Supplemental Declaration to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof; and which shall inure to the benefit of each owner thereof, for and during the time herein specified. Every party hereafter acquiring any Lot or portion thereof in The Willows at Stones Edge, by acceptance of a deed conveying title thereto or by execution of a contract for the purchase thereof, whether from the Declarant or a subsequent owner of such Lot, shall accept such deed or contract subject to the Phase 3 Plat, the Declaration and the Supplemental Declaration, as well as any additions, supplements or amendments hereto, and also subject to the jurisdiction, rights and powers of the Declarant, the Association, and their successors and assigns. Each grantee of any Lot subject to the Phase 3 Plat, the Declaration and the Supplemental Declaration, by accepting the deed or contract thereto, shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, the Association, and with grantees and subsequent Owners of each of the Lots within the Subdivision, to keep, observe, comply with and perform the Declaration and this Supplemental Declaration, and any amendments thereto.

ARTICLE I DEFINITIONS

The Declarant adopts the definitions of terms as set out in the Declaration, except as specifically modified or changed by this Supplemental Declaration.

ARTICLE 2 DESIGNATION OF THE WILLOWS AT STONES EDGE

Declarant hereby subjects to this Supplemental Declaration, and designates the following property as "The Willows at Stones Edge":

Being all of the Lots, roads, utility and drainage facilities and easements in a portion of the Property as shown on the Phase 3 Plat; provided however, that Lots 1 through 6 and Lots 42 through 45 as shown on said Phase 3 Plat are excepted from this Supplemental Declaration and not made a part of The Willows at Stones Edge.

ARTICLE 3 AMENDMENTS TO THE DECLARATION APPLICABLE TO THE WILLOWS AT STONES EDGE

The Declarant hereby makes the following amendments to the Declaration solely as they apply to The Willows at Stones Edge:

1. Section 10 of Article VII of the Declaration, is amended to read in its entirety as follows, solely as it applies to The Willows at Stones Edge:

10. Fences.

- a. No fence or vegetative hedge may be erected, installed, maintained or grown on any Lot unless prior written approval is obtained from the Declarant. No fence or vegetative hedge may be erected, installed, maintained or grown within any utility easement located on any of the Property. No fence or vegetative hedge shall be permitted nearer the front Lot line than the rear corners of any residence constructed on said Lot unless prior written approval is obtained from the Declarant. No vegetable garden shall be permitted nearer the front Lot line than fifteen (15) feet back of the back corner of the residence constructed on said Lot. All fences shall be constructed of wood or similar materials.
- b. Notwithstanding any provision in this Supplemental Declaration to the contrary, the Declarant may erect buffer and/or privacy fences on or along the common boundary lines between any of the Lots which adjoin each other in the Willows at Stones Edge, or along the boundary line of any Lot in The Willows at Stones Edge which does not adjoin another Lot in The Willows at Stones Edge. The Owners of any adjoining Lots in The Willows at Stones Edge on which any buffer or privacy fence has been installed by the Declarant shall be jointly responsible for the repair and maintenance of any such buffer or privacy fence in its original condition. The Owner of any Lot in The Willows at Stones Edge on which any buffer or privacy fence has been installed by the Declarant, which does not adjoin another Lot in the Willows at Stones Edge, shall be solely responsible for the repair and maintenance of any such buffer and/or privacy fence in its original condition. In the event of a breach of this covenant, the Declarant reserves the right to enter upon said Lot and perform any necessary repair or maintenance at the expense of the responsible Owners. The Declarant may assign the responsibility of maintenance and repair of any buffer or privacy fence to the Association and, in such event, the Association shall assume the responsibility of said maintenance and repair. The cost of the work necessary to be done by either the Declarant or the Association, as the case may be, in order to perform any necessary repair or maintenance of any buffer and/or privacy fence, plus a service charge of fifteen percent (15%) of such cost, may be assessed against the Owner and the Lot as a Specific Assessment as provided in the Declaration.

2. Article XI of the Declaration is amended to add the following new Section 13 as follows, solely as it applies to The Willows at Stones Edge:

13. Easement for Location, Installation, Maintenance, Repair and Replacement of Fences.

- a. There is hereby reserved unto Declarant and the Association and their successors and assigns, an easement and right of way upon, across, over, and under, over and upon the side and rear boundary lines of each Lot in The Willows at Stones Edge (the "Fence Easement Area") to the extent reasonably necessary for the purpose of the location of any buffer and/or privacy fences (herein called the "Fence Easement"). The Declarant may erect buffer and/or privacy fences on or along the Fence Easement Area, in accordance with the provisions of Section 10.b. above. Said buffer and/or privacy fences shall be maintained as provided in Section 10.b. above.

- b. There is hereby reserved unto Declarant and the Association and their successors and assigns, an easement and right of way upon, across, over, and under, over and upon the side and rear ten (10) feet of each Lot in The Willows at Stones Edge (the "Fence Maintenance Easement Area") to the extent reasonably necessary for the purpose of installing, improving, replacing, repairing, and maintaining any buffer and/or privacy fences (herein called the "Fence Maintenance Easement"). If the side set back is less than ten feet (10'), then the reserved easement shall be the width of the applicable setback. The Fence Maintenance Easement Area shall be maintained by the Owner of the Lot on which the Fence Maintenance Easement Area is located, subject to the terms and conditions of the Declaration. No structures or plantings or other material shall be placed in or permitted to remain within said Fence Easement Area, or other activities undertaken thereon, which may damage or interfere with the installing, improving, replacing, repairing, and maintaining of any buffer and/or privacy fence on or within the Fence Easement as provided in Section 10 of Article VII of the Declaration. Except as provided herein, the Declarant shall have no responsibilities for the Fence Maintenance Easement Area. In the event of a breach of this Section 13 with regard to any Fence Maintenance Easement Area, the Declarant reserves the right to enter upon said Lot and perform any necessary installation, improvement, replacement, repair, and maintenance of the Fence Maintenance Easement Area at the expense of the Owner of the Lot on which the Fence Maintenance Easement Area is located. The easements and rights reserved to the Declarant in this Section 13 expressly include the right to trim, cut or remove any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary in the opinion of the Declarant to enable the Declarant to carry out its responsibilities with regard to the buffer and/or privacy fence within the Fence Easement, as provided by Section 10 of Article VII of the Declaration. The Declarant may assign its powers and responsibilities with regard to the Fence Easement and the Fence Maintenance Easement Area to the Association and, in such event, the Association shall assume said powers and responsibilities. The cost of any work necessary to be done by either the Declarant or the Association, as the case may be, in order to perform any necessary installation, improvement, replacement, repair, and maintenance of the Fence Maintenance Easement Area, plus a service charge of fifteen percent (15%) of such cost, may be assessed as a Specific Assessment

as provided in the Declaration against the Lot and the Owner of the Lot on which the Fence Easement Area is located.

ARTICLE 4
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STONES EDGE

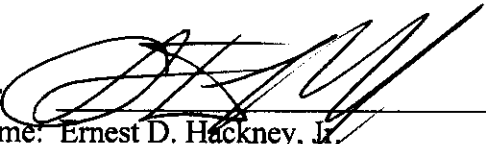
Declarant hereby adopts by reference, as if fully set out herein, all provisions of the Declaration, and any supplements or amendments thereto presently existing or hereafter adopted.

IN TESTIMONY WHEREOF, this Supplemental Declaration has been executed on behalf of the Declarant by its duly authorized officers, the day and year first above written.

This the 7 day of August, 2007.

DECLARANT

HOLLY TREE INVESTMENTS, LLC

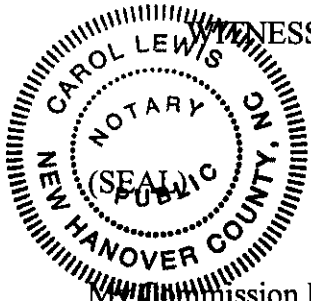
By: 
Name: Ernest D. Hackney, Jr.
Title: Member and Manager

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Carol Lewis, a Notary Public of the State and County aforesaid, certify that Ernest D. Hackney, Jr. personally came before me this day and acknowledged that he is a Member and Manager of HOLLY TREE INVESTMENTS, LLC, a North Carolina limited liability company with its principal office in New Hanover County, and that by authority duly given, the foregoing instrument was executed on behalf of the company.

WITNESS my hand and official seal this 7th day of August, 2007.



Carol Lewis
Carol Lewis
Notary Public

My Commission Expires:
7-24-09

CONSENT OF MORTGAGEE

BRANCH BANKING & TRUST COMPANY, of Wilmington, North Carolina, is the holder of that certain Deeds of Trust on the property as described in the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for The Willows at Stones Edge, said Deeds of Trust having been filed in Book 4750 at Page 703 and was amended in Book 4971, Page 93 and Deeds of Trust filed in Book 5031, Page 1081, Book 5133, Page 165, and Book 5208, Page 2757, all in the Office of the Register of Deeds of New Hanover County, and as holder of said Deeds of Trust does hereby consent to the terms, conditions and covenants in the foregoing Supplemental Declaration and agrees that the lien of said Deeds of Trust is subject to the terms, conditions and covenants contained in said Supplemental Declaration.

In witness whereof, **BRANCH BANKING & TRUST COMPANY** and **BB&T COLLATERAL SERVICE CORPORATION**, as Trustee have caused this Consent of Mortgagee to be signed in their names by their duly authorized officers and their seals to be hereunto affixed by authority of their Board of Directors, this the 9 day of August, 2007.

BRANCH BANKING & TRUST COMPANY

By: 

S. V. G. President

BB&T COLLATERAL SERVICE CORPORATION

By: 

S. V. G. President

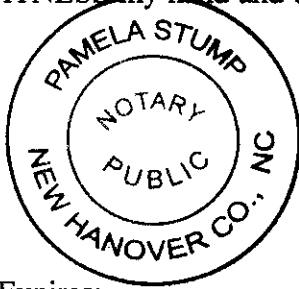
STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Pamela Stump, a Notary Public of the State and County aforesaid, certify that Brett Barnes personally came before me this day and acknowledged that he/she is SR. Vice President of Branch Banking & Trust Company, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its SR. Vice President.

WITNESS my hand and official seal this 8 day of August, 2007.

(SEAL)



Pamela Stump

Notary Public

My Commission Expires:

3-4-2012

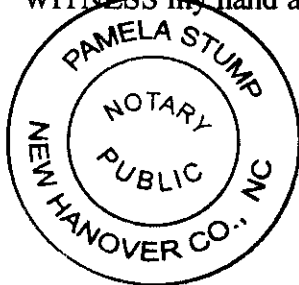
STATE OF NORTH CAROLINA

COUNTY OF New Hanover

I, Pamela Stump, a Notary Public of the State and County aforesaid, certify that C. Phillip Manish, Jr. personally came before me this day and acknowledged that he/she is SR. Vice President of BB&T Collateral Service Corporation, Trustee, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its SR. Vice President.

WITNESS my hand and official seal this 8 day of August, 2007.

(SEAL)



Pamela Stump

Notary Public

My Commission Expires:

3-4-2012



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

WILMINGTON, NC 28401

Filed For Registration: 08/17/2007 09:42:33 AM
Book: RE 5220 Page: 2500-2507
Document No.: 2007041302
DECL 8 PGS \$32.00

Recorder: PHELPS, MICAH

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.**

2007041302

2007041302