

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS OF  
SECTION ONE, PLANTATION  
LANDING TOWNHOUSE DEVELOPMENT

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF SECTION ONE, PLANTATION LANDING TOWNHOUSE DEVELOPMENT made and entered into this 10<sup>th</sup> day of July 2024 by not less than 75 percent of the Owners of Lots within Section One, Plantation Landing Townhouse Development, Owners who have signed this Amendment; and all PROSPECTIVE PURCHASERS OR OWNERS of any of the property shown and delineated on that certain map or plat entitled "SECTION ONE, PLANTATION LANDING TOWNHOUSE DEVELOPMENT" recorded in Plat Cabinet C, at Slide 148, in the office of the Register of Deeds of Craven County:

WITNESSETH:

THAT WHEREAS, the Property known as Plantation Landing Townhouse Development, Section One, is subject to those certain restrictive and protective covenants dated February 19, 1982 and recorded in Book 997 at Page 511, Craven County Registry; and

WHEREAS, Section 3 of Article XI of the Covenants, provide that after 20 years, the Covenants may be amended by 75% of the owners by signing and recording an amendment; and

WHEREAS, the Owners hereto now desire to amend and restate the Restrictive Covenants and execute this Amendment for the purpose of doing so; and

WHEREAS, the undersigned Owners in Section One, Plantation Landing Townhouse Development (hereinafter called "Owners") are the owners of not less than 75 percent of those Lots lying and being situate in Craven County, North Carolina, and being more particularly shown and described on that certain subdivision plat entitled "SECTION ONE, PLANTATION LANDING TOWNHOUSE DEVELOPMENT" recorded in Plat Cabinet C, Slide 148, in the office of the Register of Deeds of Craven County, North Carolina, reference to said plat hereby specifically being made for a more perfect description thereof; and,

WHEREAS, the Owners desire and intend by the recordation of this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements to impose certain rules, regulations, covenants, conditions, reservations, exceptions and easements contained herein (hereinafter sometimes called Restrictions) on the land depicted as Section One on the aforesaid map to the end that the lots and Common Area therein depicted shall be held subject to said restrictions; and,

NOW, THEREFORE, the Association 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.

## ARTICLE I DEFINITIONS

SECTION 1. "ASSOCIATION" shall mean and refer to Section One, Plantation Landing Owners Association, Inc., its successors and assigns.

SECTION 2. "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 Section One, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "PROPERTIES" shall mean and refer to that certain real property depicted on the plat entitled "SECTION ONE, PLANTATION LANDING TOWNHOUSE DEVELOPMENT" as recorded in Plat Cabinet C, Slide 148, in the office of the Register of Deeds of Craven County, N.C., and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "COMMON AREA" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is all that certain tract or parcel of land shown and delineated on that certain map or plat entitled "SECTION ONE, PLANTATION LANDING TOWNHOUSE DEVELOPMENT", said map being recorded in Plat Cabinet C, Slide 148, in the office of the Register of Deeds of Craven County, saving and excepting therefrom all numerically designated lots, being lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32, reference to said plat being hereby specifically made for a more perfect description of said Common Area.

SECTION 5. "LOT" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area as heretofore defined.

## 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 individual owners to the exclusive use of parking spaces as provided in this Article.



SECTION 2.            DELEGATION OF USE. Any owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area to the members of his/her family, and/or his/her tenants.

SECTION 3.            PARKING RIGHTS. Ownership of each townhouse shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said townhouse as reasonably possible, together with the right of egress and ingress in and upon said parking area.

### ARTICLE III 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.

- (a) Each unit/lot shall have one vote.
- (b) The Association retains the right to suspend the voting rights of an owner for any period during which any assessment against his/her lot remains unpaid for more than sixty (60) days after notice.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1.            CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Association, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments (dues) and (2) special assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and, subject to the provisions in Section 8 hereafter, shall be a continuing lien upon the property against which each such 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 not pass to his successor in title unless expressly assumed by them. If there is a lien, then the amount is paid to the HOA after the bank mortgage is satisfied but before the seller receives any remuneration. If there is no mortgage, the HOA collects before the seller.

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 improvement and maintenance of the Common Area.

SECTION 3.            MAXIMUM MONTHLY ASSESSMENTS.

- (a) Monthly assessments (dues) may be increased by no more than ten dollars (\$10.00) per month above the maximum assessment for the previous year without a vote of the membership.

- (b) Monthly assessments (dues) may be increased by more than ten dollars (\$10.00) per month by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the monthly assessments authorized above, the Association may levy a special assessment 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 lots or the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. 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 or 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 the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes 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 at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both monthly assessments (dues) and special assessments must be fixed at a uniform rate for all lots.

SECTION 7. DUE DATES. Monthly assessments (dues) are due on the first day of every month. Due dates shall be established by the Board of Directors.

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS. Any monthly assessment not paid by the 15<sup>th</sup> of each month shall incur a penalty, the amount to be determined by the Board of Directors but in no case more than twenty percent (20%) of the monthly assessment. Any monthly assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum and shall constitute a lien against the property upon which such assessment is levied upon recording of notice of the same in the Office of the Clerk of Superior Court of Craven County or upon filing of a suit to collect such delinquent assessment. Legal fees and other related expenses must be paid to satisfy the lien. The Association may file a Notice of Lis Pendens and 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 nonuse of the Common Area or abandonment of his/her lot.

SECTION 9. 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 foreclosures or any proceeding in lieu therefor, 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 V. ARCHITECTURAL CONTROL

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, height, 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 the Board of Directors of the Association. Owners shall submit the Architectural Review Request Form for this purpose. In the event said Board fails to approve or disapprove such design and location within sixty (60) 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.

#### ARTICLE VI EXTERIOR MAINTENANCE

The Association shall provide exterior maintenance upon each townhouse which is subject to assessment hereunder, as follows: replacement of roofs and siding prior to the end of the warranty/useful life, maintenance of lawn, trees and walkways in the Common Area and routine preventative maintenance related to normal wear and tear such as power washing the siding and inspection of roofs. All other repairs to the townhouses including, but not limited to windows, window frames, doors and door frames are the responsibility of the owners whose full replacement insurance coverage shall be worded to cover wind and hail damage as well as all other damages caused by events such as hurricanes and storms.

- (a) Power washing of the exterior vinyl to prevent mold and dirt buildup shall be performed as needed, but in no case less than every two (2) years.
- (b) Roof and vinyl siding inspections shall be carried out not less than every three (3) years or after named storms for the purpose of identifying their useful life.
- (c) The Homeowners Association, as well as individual homeowners, shall ensure that contractors engaged in repairs to any Association properties provide proof of being bonded and certified before engaging in any such work.

There is reserved to the Association the right to unobstructed access over and upon each townhouse at all reasonable times to perform maintenance as provided by this Article.

In the event that the need for maintenance, repair or replacement is caused through the willful or negligent act of the owner, his/her family or guests, the cost of such maintenance, replacement or repairs shall be added to or become a part of the assessment to which such lot is subject.

Shrubbery on the exterior of front patio fences shall not exceed the height of the patio fences themselves. If left unattended, the cost of rectifying the situation shall be added to or become a part of the assessment to which such lot is subject.

## ARTICLE VII PARTY WALLS

SECTION 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts of omissions shall apply thereto.

SECTION 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

SECTION 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. WEATHERPROOFING. Notwithstanding any other provision of this Article, an Owner who by his/her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. ARBITRATION. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VIII INSURANCE OBLIGATION OF OWNERS

Owners of Lots shall obtain fire, wind and hail, extended coverage and liability insurance to the full replacement value of all buildings constructed on such owner's lot. Additional protection in the form of sewer backup insurance is strongly recommended.

Proof of insurance shall be provided to the Association at the time of purchase and annually thereafter when the policy renews. Failure to insure a unit or to provide proof of same will result in the purchase of such insurance by the HOA, the cost to be added to or become part of the assessment to which such lot is subject.



## ARTICLE IX USE RESTRICTIONS

SECTION 1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family townhouse unit. In the event an owner is, in effect, a single person company, such as an accountant, consultation with clients shall not be allowed to develop into overt distribution or selling practices.

SECTION 2. DWELLING SPECIFICATIONS. No townhouse shall be used for short term rentals for any period less than one year.

SECTION 3. NUISANCE. No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood.

SECTION 4. 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 they are not kept or maintained for commercial purposes. They must be kept on a leash when outside. Owners are expected to abide by River Bend's "scoop the poop" policy, promptly removing and disposing of their pets' excrement.

SECTION 5. OUTSIDE ANTENNAS. No outside radio or television antennas shall be erected on any lot or dwelling unit within the properties unless and until permission for the same has been granted after submission of the Architectural Review Request Form and approval by the Board of Directors. No antennas are permitted on roofs nor are to be attached directly to the siding. Owners are permitted to place antennas on their properties on posts behind their townhouses.

SECTION 6. USE OF PARKING LOT. Only automobiles, pick-up trucks and vans shall be allowed to remain overnight in the parking lots provided for townhouses. Exceptions to this for visitors with recreational vehicles or other vehicles may be made by permission of the Board of Directors for a period not to exceed one week in length.

SECTION 7. SIGNS. The Association shall abide by the signage guidelines provided by the Town of River Bend. Real estate signs shall not exceed four (4) square feet in area, may be erected only five (5) days prior to an event and must be removed immediately at the conclusion of the event. No such signs may be attached to a building or the walls of a building. Yard signs and seasonal display signs must abide by the same restrictions as above. Window signs shall not exceed four (4) square feet or twenty-five per cent (25%) of the total glass area upon which the signs are displayed.

SECTION 8. CLOTHESLINES AND FENCES. No outdoor poles, clotheslines or other similar equipment shall be erected or permitted on any lot or properties, nor may the patio fences or other spaces on properties be used to hang clothes or towels or similar items.

SECTION 9.            MAILBOXES. No mailbox or receptacle of any kind to receive mail shall be erected or permitted except those that have been approved by the Association.

SECTION 10.            GARBAGE RECEPTACLES. Garbage receptacles, with a red sticker according to River Bend requirements, should be placed at the curb in a timely manner to facilitate weekly pick-up on early mornings. Trash bags may also be used for garbage disposal but require a trash sticker for each bag. Recycle containers should be similarly placed in a timely manner for pick-up and promptly removed after pick-up. These do not require a trash sticker but should be closed tightly so that they can be emptied without risking spillage of the contents. Guidelines for recycle bins are: (a) should be placed at the curb with the wheels facing each house and the lid opening into the street and (b) should be placed at least four (4) feet apart from any other objects such as garbage cans, cars, mailboxes or other obstacles.

SECTION 11.            MOTOR VEHICLES. No stripped, partially wrecked or junked motor vehicles (those without current plates or registration) or any part thereof shall be permitted to be parked or kept on any lot or on the Common Area. All motor vehicles of any type kept on any lot or within the Common Area shall have current registration and inspection certificates.

#### ARTICLE X EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat recorded. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Every portion of a townhouse contributing to the support of an abutting townhouse shall be burdened with an easement of support for the benefit of such abutting townhouse. Further, all attachments to the exterior walls of a townhouse which are a part thereof, but which protrude beyond said boundaries and which were constructed in conformity with the plans and specifications, shall be deemed to be included within said boundaries and there is hereby reserved and easement to permit the construction of and continued existence of any such protruding attachment.

Each owner of any lot within the properties, as an appurtenance to such lot shall have and is hereby conveyed a perpetual, non-exclusive right-of-way and easement for the purpose of ingress, egress and regress to and from said lot over, through and across that certain right-of-way 60 feet in width commonly known as Pirates Road.

The owner of a lot within the properties, by acceptance of a deed thereto, and the Association by acceptance of a deed for the Common Area located within the property, grants the Association, its successors and assigns, perpetual non-exclusive access and utility easements located along the road, utility lines, waterlines and sewage lines presently existing or proposed within the properties and to provide utilities, water and sewage service and access to such additional areas as may be later developed by the Association.



An easement is reserved by the Association and its designees to make any reasonable entry into any dwelling unit located upon a lot upon not less than twenty-four hours' notice to the owner thereof for the purpose of performing any maintenance, repair, alteration or inspection. An easement is reserved by the Association and its designees to make any reasonable entry into any dwelling unit on any lot with no notice to the owner thereof in the event of any emergency.

In the event that any dwelling unit or other improvement located on a lot or on the Common Area encroaches onto any other lot or onto any Common Area, an easement appurtenant to the encroaching lot or Common Area hereby is granted over the lot or Common Area encroached upon for the natural duration of the encroachment. The intent and purpose of this paragraph is to prevent hardship and expense incurred in removing any fixture or permanent improvement mistakenly constructed by one owner on property belonging to another and which does not have a material adverse effect thereon, and this paragraph is intended to apply to such items as gutters, downspouts, eaves, leaning walls or walls offset several inches. Nothing herein shall grant any easement or any encroachment unless the encroachment either (1) exists as of the date of the recordation of this Declaration or is part of the original construction by the Association or (2) the encroachment thereafter is constructed in good faith and according to plans and specifications approved by the Board of Directors.

#### ARTICLE XI GENERAL PROVISIONS

SECTION 1.            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 any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2.            SEVERABILITY. Invalidity 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 3.            AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land from the date this Declaration is recorded. This Declaration may be amended by approval of not less than seventy-five percent (75%) 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. Any amendment must be properly recorded in the office of the Register of Deeds of Craven County, North Carolina.

IN TESTIMONY WHEREOF, the Owners together with the Association for Section One, Plantation Landing Townhouse Development have affixed their signatures to this instrument on the 10<sup>th</sup> day of July 2024.

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