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BY ANDREA CRESWELL
ASSISTANT



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NEW HANOVER COUNTY, NC

TAMMY THEUSCH BEASLEY

REGISTER OF DEEDS

NC FEE \$46.00

Prepared By: Rockport at West Bay Estates HOA, Inc.

Return to: Charles D. Meier, Marshall, Williams & Gorham, LLP
P.O. Drawer 2088, Wilmington, NC 28402

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

**AMENDMENT TO THE DECLARATION OF ROCKPORT AT WEST BAY
ESTATES HOA, INC.**

This Amendment to the Declaration of Rockport at West Bay Estates ("Amendment") is made and entered into as of this 21st day of January, 2014 by Rockport at West Bay Estates HOA, Inc., a North Carolina nonprofit corporation ("Association").

WITNESSETH:

A. The Association is the property owners' association charged with the responsibility for the operation of that certain real property known as Rockport at West Bay Estates located in New Hanover County, North Carolina, and described in a Declaration recorded in Book 1792, Page 110, New Hanover County Register of Deeds ("Declaration"), as may have been previously amended from time to time, including, but not limited to, the addition of real property subject to said Declaration, this Amendment being effective and applicable to all such additions.

B. Said Declaration provides that the Declaration can be amended by an affirmative vote of not less than 67% of the votes of the Members, Lot/Unit Owners.

C. The Amendment set forth below has been adopted by an affirmative vote of not less than 67% of the votes of the Members, Lot/Unit

Owners in person, by proxy, or by ballot, and has otherwise been properly adopted and approved as required by the Declaration, Bylaws and Articles of Incorporation, as applicable.

D. That the President of the Association has been duly authorized and empowered to execute this Amendment and to cause the same to be recorded in the New Hanover County Register of Deeds as the binding act of the Association, its Members, Lot/Unit Owners and Board of Directors.

Now therefore, in consideration of the recitals set forth above, and as the act and deed of the Association, its Members, Lot/Unit Owners and Board of Directors, the Declaration is hereby amended and modified as set forth below: See attached "AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF ROCKPORT @ WEST BAY ESTATES".

Except as amended, the Declaration, as may have been previously amended, shall remain in full force and effect.

The undersigned, being the President of the Association, does, by his/her execution hereof, certify that this Amendment was duly adopted by an affirmative vote of at least 67% of the votes of the Members of the Association in person, by proxy, or by ballot, was duly adopted by a vote of the Board of Directors (if required), and that all the procedures, steps and requirements necessary to amend said Declaration have been complied with, the day and year first above written.

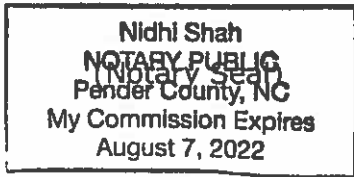
Rockport at West Bay Estates HOA,
Inc.

By: Lana Gaye Braswell Hayward
President

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, Nidhi Shah, notary public, do hereby certify that Lana Faye Braswell Haywood (name of officer), personally appeared before me this day and acknowledged that he/she is President of the Association and that he/she, being authorized to do so, executed the foregoing on behalf of the Association.

Witness my hand and official seal this the 13th day of November, 2017.



Nidhi Shah
Notary Public
My Commission Expires: 08/07/22

ATTACHMENT

AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF ROCKPORT @ WEST BAY ESTATES

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS.

Whereas, **ROCKPORT AT WEST BAY ESTATES HOA (ASSOCIATION)** is the Owner's Association for certain property in New Hanover County, North Carolina, which is more particularly described as follows:

BEING all of ROCKPORT, as the same is shown on a map thereof recorded in Map Book 34, Page 36 in the Office of the Register of Deeds of New Hanover County, North Carolina, reference to which is hereby made for a more particular description.

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

As used herein, the following terms shall mean:

Section 1. ASSOCIATION shall mean and refer to **ROCKPORT AT WEST BAY ESTATES HOA, INC.**, a North Carolina non-profit corporation, its successors and assigns, the owners' association organized for the mutual benefit and protection of the Properties. All property owners of lots in ROCKPORT and any adjoining areas hereafter developed and subjected to this Declaration, if any, shall be members of the Association, which membership shall be appurtenant to and may not be separated from the ownership of such single family or multi-family lot.

Section 2. OWNER shall mean and refer to the record owner, whether one or more persons or entities, of 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.

Section 3. PROPERTIES shall mean and refer to all of ROCKPORT as described above, and any of the additional properties that may hereafter be brought within the jurisdiction of the Association as herein provided.

Section 4. Not applicable

Section 5. COMMON AREA shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association at the time of the original conveyance of the first lot shall be all the area designated as "Common Area" on the plat of ROCKPORT, if any, as recorded in the New Hanover County Registry.

Section 6. Lot shall mean and refer to any numbered lot shown upon the recorded plat of any section of ROCKPORT, now or hereafter recorded in the New Hanover County Registry.

Section 7. Not applicable

Section 8. DECLARATION shall mean this instrument as it may be from time to time amended or supplemented.

Section 9. MEMBERSHIP shall mean and refer to the rights, privileges, benefits, duties and obligations which shall inure to the benefit of and burden each member of the Association.

Section 10. MEMBER shall mean and refer to every person or entity who has a membership in the Association.

Section 11. LIMITED COMMON AREA AND FACILITIES shall mean and include those common areas and facilities which are reserved for the use of a certain lot or lots to the exclusion of other lots, as more specifically defined herein.

ARTICLE II.

PROPERTY RIGHTS

Owners' Easements of Enjoyment. Every owner shall have a right and

easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a. The right of the **Association** to suspend the voting rights and privileges of an owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

b. The right of the **Association** to mortgage or convey the Common Area, or to dedicate or transfer all or part of the Common Area, if any, 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 until approved by a vote of at least two-thirds (2/3) of the members as indicated in an instrument executed by the corporation and recorded in the New Hanover County Registry;

c. The right of the **Association** to impose regulations for the use and enjoyment of the Common Area, if any, and improvements thereon, which regulations may further restrict the use of the Common Area.

ARTICLE III. EASEMENTS

Section 1. Perpetual, alienable easements are reserved as necessary in the Properties and the Common Areas thereof for installation and maintenance of underground facilities and drainage facilities.

Section 2. The **ASSOCIATION** reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right of way, on, over and under the ground for men and equipment to erect, maintain, inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over each lot and such other areas as are shown on the plat of the Properties recorded or to be recorded in the office of the Register of Deeds of New Hanover County; provided further, that the **ASSOCIATION** may cut drainways for surface water whenever such action may appear to the **ASSOCIATION** to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights of way expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar

action reasonably necessary to provide economical anti safe utility installation and to maintain reasonable standards of health, safety and appearance. The **ASSOCIATION** further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or on any residential lot now or subsequently designated for such use or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the **ASSOCIATION**, but this reservation shall not be considered an obligation of the **ASSOCIATION** to provide or maintain any such utility or service.

Section 3. The **ASSOCIATION** reserves the right to subject the real property in this subdivision to a contract with an electric utility, phone company, or cable company or like entity for the installation of street lighting, phone, cable service or other utility which requires a continuing monthly payment to that utility by each residential customer.

Section 4. Water and Sewer Service All lots will be connected to the New Hanover County Water and Sewer System or like entity. All monthly charges for WATER AND/OR sewer service will be the responsibility of each individual lot owner. No private wells shall be permitted on any lot except for irrigation purposes, and then only with the consent of the **ASSOCIATION**.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the **Association**. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Each member shall be entitled to one vote in the affairs of the **Association** 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 the owners of such lot among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Section 3. The Board of Directors shall set a date for the Annual Meeting of Members and the date chosen shall be between October 14th and December 1st of each year.

ARTICLE V.

MANAGEMENT AND CONTROL

Management of the affairs of the **Association** shall be the right and responsibility of its Board of Directors in accordance with the Declaration and the By-Laws.

ARTICLE VI

Section 1. Creation of the Lien and Personal Obligation for Assessments.

The Owner, for each lot owned within the properties, hereby covenants and agrees to pay 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:

- a. Annual assessments or charges, and
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and
- c. Insurance assessments as hereinafter provided, and
- d. To the appropriate governing taxing authority, a pro rata share of ad valorem taxes levied against the Common Area, if any.

The annual, special and insurance 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 not pass to the lot owner's successors in title unless expressly assumed by them.

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 all easements, utilities and the Common Area. The funds arising from said assessments or charges may be used for any or all of the following purposes: Maintenance and improvement of the common areas, streets, roads, drainage and utility easements and rights of way and enforcing these restrictions; and, in addition, doing any other things necessary or desirable in the opinion

of the Association to keep the property in neat and good order and to provide for the health, welfare and safety of owners and residents of ROCKPORT. The **Association** shall provide for the normal maintenance of lawns, fence repairs, fence replacement and exterior painting of the residential buildings on a schedule and basis as determined by the Board of Directors.

Section 3. Annual Assessments. Annual assessments shall be in an amount to be fixed from year to year by the Board of Directors which may establish different rates from year to year as it may deem necessary for the purposes set forth in Section 2 above. The amount of the annual assessment against each lot for any given year shall be fixed at least 30 days in advance of the annual assessment period or Annual Meeting, whichever comes first; Written notice of each annual assessment thereafter shall be sent to every owner subject thereto. The due date 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 or quarterly installments. The **Association** shall, upon demand from an authorized person or entity, 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.

a. The annual assessment may be increased each year not more than five per cent (5%) above the assessment for the previous year without a vote of the membership, except as herein provided.

b. The maximum annual assessment may be increased each year above five per cent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the assessment for the previous year plus an increase of five percent (5%).

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 that 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 Percent (60%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Insurance. The Board of Directors on behalf of the **Association**, as a common expense, shall at all times keep the property of the **Association**, if any, insured against loss or damage by fire or other hazards and other such risks, including, but not limited to, directors' liability and public liability insurance and if available, roads, mailboxes, fences upon lots or Common Area and signage. upon such terms and for such amounts as may be reasonably necessary from time to time to protect the Properties and Common Area, which insurance shall be payable in case of loss to the Association for all members. The Association shall have the sole authority to deal with the insurer in the settlement of claims. Such insurance shall be obtained without prejudice to the right of each member to insure his personal property for his own benefit at his own expense. In no event shall the insurance coverage obtained by the Association be brought into contribution with insurance purchased by members or their mortgagees.

Section 6. Insurance Assessments. All insurance policy premiums on the Common Area 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 and deductibles.

Section 7. 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 Sections 3 and 4 shall be sent to all members not less than twenty (20) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of the votes of members shall constitute a quorum.

Section 8. 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 monthly or quarterly basis.

Section 3. Commencement of Assessments. Assessments for each lot shall commence upon the date of acceptance by an owner of a deed/lot.

Section 10. 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 or a Late/Finance Charge from the due date at the highest rate allowable by law. The **Association** may bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property and may pursue any other legal or equitable remedy available. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or by abandoning his Lot.

Section 11. Subordination of the Lien to Mortgage and Notification Requirements. 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. In the event that a carrier of the first mortgage elects to issue Notice of Foreclosure to an Owner or forecloses on a property, the Association shall be entitled to written notice, at the address of the Registered Agent, by the first mortgagee, or Trustee or Substitute Trustee of a First Mortgagee in the same manner as provided under N.C.G.S. 45-21.17A. The **Association** shall also be entitled to written notice, by the First Mortgagee or Trustee or Substitute Trustee of a First Mortgagee, of the name and address of the purchaser at the foreclosure sale, within ten (10) days after recordation of the Substitute Trustee's Deed.

Section 12. Working Capital Assessment. Not Applicable

ARTICLE VII. ARCHITECTURAL CONTROL

Section 1. Association Rights.

All duties and responsibilities conferred upon the BOARD OF DIRECTORS OR THE **ASSOCIATION'S** Architectural Control Committee by this Declaration or the By-Laws of the Association shall be exercised and performed in a reasonable and prompt manner.

Section 2. Building and Site Improvements. No external structural modification shall be made on a property nor shall there be improvements or changes to the exterior of the buildings or common areas, including but not limited to plantings, painting, staining, electrical wiring, antennas, lattice, storage sheds, awnings, canopies, shutters, gutters, garage doors, entry doors,

roofs, pools or other objects without written consent of the Board of Directors or its Architectural Committee as to the harmony of external design and location in relation to surrounding structures and topography. The **Association** may establish a "preferred placement area" for the installation of satellite dishes.

The Architectural Control Committee if any, shall be composed of three (3) or more representatives appointed by the Board. In the event the 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. Refusal of approval of any such plans, location or specification may be based upon any ground, including purely aesthetic and environmental considerations, that in the sole and uncontrolled discretion of the **Association** or Architectural Control Committee shall be deemed sufficient. One copy of all plans and related data shall be furnished at the lot owner's expense to the Architectural Control Committee, as the case may be, for its records. Neither the **Association**, Board of Directors or the Architectural Control Committee shall be responsible for any structural or other defects in plans or specifications submitted to it or any structure erected according to such plans and specifications.

Section 3. Approval of Plans.

a. Since the establishment of inflexible building setback lines for location of houses on lots tend 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 front, rear or side setback lines shall be established. In order to assure, however, that the foregoing considerations are given maximum effect, the site and location of any addition or other structure upon any lot shall be controlled by and must be approved absolutely by the Architectural Control Committee, as the case may be. Provided, however, that nothing shall be placed, constructed closer than five (5) feet to any dwelling on any adjoining lot. That is to say, side line restrictions may be waived by the **Association** so long as there is maintained a separation of at least five (5) feet between buildings constructed on adjoining lots.

b. Any change or addition approved by the Association must be completed within twelve (12) months, 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 and such exception must first be approved by the **Association**.

c. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot except one single family dwelling which shall not to exceed one (1) story in height (unless the Architectural Control Committee, as the case may be, approves in writing a structure of more than one (1) story).

d. All service utilities, fuel tanks, clothes lines, and wood piles are to be enclosed within a wall or plant screen of a type and size approved by the Architectural Control Committee, 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. All mail and newspaper boxes shall be uniform in design. Design for mail and newspaper boxes shall be furnished by the **Association** upon request. No fences shall at any time be placed or permitted to remain on any lot without approval of the Architectural Control Committee.

e. Landscaping and off street parking for not less than two (2) automobiles must be provided on each lot prior to the occupancy of any dwelling constructed on said lot. Such parking areas and the driveways thereto shall be constructed of concrete or such other material as may be approved by Association. As long as the **Association** performs yard maintenance, parking on the grassed areas of a lot or common area grassed areas is not allowed.

Section 4. Maintenance by Association. The **Association**, at its expense, shall be responsible for maintaining, repairing and replacing the planting on common area easement areas, the storm water drainage system, including any common area retention pond, all drainage lines, pipes and ditches which are located on the properties, except those constructed by individual lot owners and located within individual lots. The **Association** shall have the right to go onto the lots at reasonable times for the purpose of maintaining, repairing and replacing all utility and drainage lines and pipes which might be located on such lots; and each owner hereby grants permission to the Association to enter his lot for such purposes.

In the event that such need for maintenance, repair or replacement (other than such being caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke, as the foregoing are defined explained in North Carolina Standard Fire and

Extended Coverage Insurance Policies) caused through the willful, or negligent act of the owner, his family, guests or invitees, the cost of such maintenance, replacement, or repair, shall be added to and become a part of the assessment to which such lot is subject. Notwithstanding the foregoing, the Association shall have the right to recover through legal action the cost of such maintenance, replacement or repair, including interest, court costs and a reasonable attorney's fee, from those persons legally responsible for causing damage to the property of the Association.

The **Association** shall maintain all Common Areas owned by Rockport at West Bay Estates HOA INC., including roadways, plantings and shrubbery located in said Common Areas, and street lighting fixtures and shall pay all costs of operation thereof including premiums associated with general liability insurance insuring the Association from liability arising from ownership and operation thereof.

In addition to the maintenance and repair of the common areas, the Association shall be responsible for and provide for the maintenance and repair of the following:

(a) All front yard grass cutting and fertilizing, shrub trimming, bed weeding, annual pine straw mulch, on each lot on a schedule and basis as determined by the Board of Directors; and

(b) Re-staining all exterior wood surfaces on homes and maintaining and repairing all fences on each lot on a schedule and basis as determined by the Board of Directors. In order to enable the **Association** to accomplish the foregoing there is hereby reserved to the **Association** the right to unobstructed access over, on, upon, through and across each lot and the structures and improvements thereon and its limited common area, if any, at all reasonable times to perform the maintenance and repair required under this Article.

In the event that any maintenance or repair of the lot, and any structures and improvements thereon, is required to be done or performed as a result of the negligent or willful acts of the Owner, as determined by the Board of Directors of the **Association**, or the family, tenants, contract purchasers, guests or invitees of the owner, or is caused by fire, wind, rain, blowing water, lightning, smoke or other hazard or casualty, then, in the sole discretion of the Board of Directors, the costs of such maintenance or repairs, not fully covered by insurance, may be levied as a special assessment

against only the lot sustaining such damage which the owner shall pay to the **Association** within fifteen (15) days of the date of written notice to the owner from the **Association** requesting such payment. Ordinary wear and tear is not contemplated as being within the coverage of this paragraph.

ARTICLE VIII.

USE RESTRICTIONS

Section 1. Land Use and Building Type. Except as provided in Section 14 below, no lot in ROCKPORT shall be used for any purposes except residential purposes. All lots (herein referred to as "single family lots") shall be restricted for construction of single family dwellings only. Any building erected, altered, placed or permitted to remain on any lot shall be subject to the provisions of Article VII of this Declaration relating to architectural control.

Section 2. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No one shall maintain any plants or animals, nor device or thing of any sort whose normal activities or existence or other nature may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on such lot which would tend substantially to decrease the beauty of the neighborhood as a whole or the specific area.

Section 3. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently without the written consent of the **Association** or its designee.

Section 4. Recreational Vehicles. No boat, motor boat, camper, trailer, motor or mobile homes, or similar type vehicle, shall be permitted to remain on any lot or any street in the properties at any time, without the written consent of the **Association** or its designee.

Section 5, 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. ANIMAL OWNERS SHALL ABIDE BY THE LOCAL ANIMAL CONTROL ORDINANCES.

Section 6. Television Satellite Dishes and Outside Antennas.

Television satellite signal receiving dishes will be permitted on any lot but only in preferred placement areas as determined by the Board or its Architectural Committee and 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 by the Board of Directors of the **Association** or its Architectural Control Committee.

Section 7. Window Coverings. All drapes, curtains, or other similar materials hung at windows, or in any manner as to be visible from the outside, of any building erected upon any lot shall be of a white or neutral background material.

Section 8. Exterior Lights. All light bulbs and other light installed in any fixture located on the exterior of any building or any lot shall be clear, white or non-frost lights or yellow bug bulbs.

Section 9. Junk Vehicles and Tractor Trailers. No inoperable vehicle or vehicle without current registration and insurance, and no tractor-trailers will be permitted on the premises. The **Association** shall have the right to have all such vehicles towed away at the owner's expense.

Section 10. Vehicles Repairs. No repairs to any vehicle may be made in driveways, but only in garages and those repair activities shall not be visible from the street. No inoperable or immobile vehicle, whether or not containing current registration, shall be permitted to remain in any driveway or on any street. Dual wheel or pickup trucks licensed for more than 4000 pound load capacity are not allowed to be parked at any lot or on the streets or common areas.

Section 11. Signs. No signs including political, "For Rent", "For Sale", and other similar signs or property identification signs shall be erected or maintained on any lot except with the written permission of the **Association**, except as may be required by legal proceedings; provided, however, that a "For Sale" sign may be placed on the property at an approved location if approved in advance by the **Association**. Such permitted signs shall be placed in the approximate center of a lot in a plant bed not more than six (6) feet from the residence. No sign shall be nailed to trees.

Section 12. Alterations. No person shall undertake, cause, or allow any alteration of construction in or upon any portion of the Common Area except at the direction or with the express written consent of the **Association.**

Section 13. Subdividing. No lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the **Association.**

Section 14. Due to safety concerns, parking of vehicles on the common area or streets is not allowed except for short term visitor parking (3 hours or less) and the Rockport property owner is responsible to see that ample ingress/egress is available for others and for large emergency vehicles.

Section 15. The Board of Directors may make additional rules and regulations concerning the use of common area or the health, safety or welfare of owners in the Association and establish a written "penalty and hearing procedure" for those owners that may be in violation of the restrictions established within this document.

Section 16. A specific garbage service carrier may be chosen by the Board of Directors on an annual basis so that common area roads receive less wear and service is performed on a specific day. All owners having garbage service shall use the chosen carrier. Garbage containers shall not be visible except from 6 am til 8 pm on the day of garbage pickup.

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, covenants, conditions, 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.

Section 2. Enforcement or Storm water Runoff Regulations. The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its storm water runoff regulations as the same may be amended from time to time.

(a) Impervious Surface. No more than 2800 square feet of any lot shall be covered by structures and/or paved surfaces, including walkways or patios of brick, slate or similar materials, but specifically excluding walkways and decks of wood provided that such walkways and decks are constructed in such a

manner as to allow storm water run-off to infiltrate the soil beneath the same. This covenant is intended to insure compliance with storm water run-off rules heretofore adopted by the State of North Carolina. Accordingly, its provisions may be enforced by the State of North Carolina.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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 lots and their guests or invitees, shall be subject to, and shall comply with the provisions of the Declaration, and any amendments. 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, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 5, Amendment of Declaration, Except as provided in Article XI, Section 2 above, Section 6 below, and elsewhere herein, the covenants and restrictions of this Declaration may be amended only by an instrument duly recorded in the Office of the Register of Deeds of New Hanover County executed by the duly authorized officers of the **Association** upon the vote of not less than two-thirds (2/3) 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.

Section 6. Amendments by the Association The following amendments may be effected by the Board of Directors, without consent of the members:

a. The Board of Directors may enact reasonable rules and regulations to further explain elements of this declaration or to describe the manner in which specific situations may be handled on an ongoing basis.

b. The Board may amend this Declaration to correct any obvious error or inconsistency in drafting, typing or reproduction.

c. The **Association**, shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property or to qualify the Property or any lots and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of the United States Government or the State of North Carolina, regarding purchase or sale of such lots and improvements, or mortgage interests therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, the United States Department of Housing and Urban Development, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Corporation, or the Federal National Mortgage Association requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion.

d. The Board of Directors, may amend this Declaration as shall be necessary, in its opinion, and without the consent of any owner, to qualify the **Association** or the Property, or any portion thereof, for tax-exempt status.

IN WITNESS WHEREOF, Rockport at West Bay Estates HOA, Inc. a North Carolina corporation, has caused this Declaration to be executed in its corporate name and its corporate seal affixed by its duly authorized officers, this 21st day of January 2014.

Association: Rockport at West Bay Estates HOA, Inc.

Margaret L. Landreth PRESIDENT

ATTEST: Elizabeth M. Hargett SECRETARY
(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Honey Kimber a Notary Public in and for the county
foresaid do hereby certify that Margaret Landreth &
Elizabeth Hargett came before me this day and acknowledged that
she is Secretary of Rockport at Westbay Estates HOA, 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,
sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and official stamp or seal, this the 16th
day of July 2014.

Honey Kimber Notary Public
Comm Exp 7/1/18

