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NEW HANOVER COUNTY, NC
TAMMY THEUSCH BEASLEY
REGISTER OF DEEDS

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**Prepared by / Upon recording,
please return to:**

Jo Anne P. Stubblefield
Hyatt & Stubblefield, P.C.
Peachtree Center, Harris Tower
233 Peachtree Street, N.E., Suite 1200
Atlanta, GA 30303

NOTE TO CLERK: Please Cross-Reference to:

Residential Declaration at Book 5974
Page 1123
Declaration of Easements at Book 5976
Page 2830

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND
SUPPLEMENT TO THE DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS
FOR
RIVERLIGHTS
(MARINA VILLAGE TOWNHOMES)**

This Supplemental Declaration of Covenants, Conditions and Restrictions and Supplement to the Declaration of Easements and Covenant to Share Costs ("**Supplement**") is made by NNP IV-Cape Fear River, LLC, a Delaware limited liability company authorized to do business in North Carolina (the "**Declarant**"), with the joinder and consent of Plantation Building of Wilmington, Inc., a North Carolina corporation ("**PBW**").

Background Statement

The Declarant is the developer of the planned community located in the City of Wilmington, New Hanover County, North Carolina known as RiverLights. The Declarant executed and filed that certain Residential Declaration of Covenants, Conditions, and Restrictions for RiverLights recorded June 1, 2016 in Book 5974, Page 1123, *et seq.*, in the Office of the

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Register of Deeds of New Hanover County, North Carolina (as it may be amended and supplemented, the "**Declaration**"). The Declarant also executed and filed that certain Declaration of Easements and Covenant to Share Costs recorded on June 10, 2016 in Book 5976, Page 2830, *et seq.*, in the Office of the Register of Deeds of New Hanover County, North Carolina (as it may be amended and supplemented, the "**Covenant to Share Costs**").

Pursuant to Sections 7.3, 9.1 and 9.3 of the Declaration, the Declarant reserved the right to record on portions of the property described in Exhibits "A" or "B" to the Declaration, with the consent of the owner of such property if not owned by the Declarant, a Supplemental Declaration for the purpose of submitting the property described therein to the terms of the Declaration and such Supplemental Declaration, assigning such property to one or more Service Areas, setting forth additional covenants and easements applicable to such property, and/or creating exceptions to or otherwise modifying the terms of the Declaration as it applies to such property in order to reflect the different character and intended use of such property.

The Declarant and PBW are the owners of the real property described on Exhibit "A" to this Supplement (the "**Subject Property**"), which is a portion of the initial property described on Exhibit "A" to the Declaration and made subject thereto. The Declarant and PBW desire to submit the Subject Property to the provisions of this Supplement, in addition to the terms of the Declaration and the Covenant to Share Costs.

NOW, THEREFORE, the Declarant, with the joinder and consent of PBW, hereby submits the real property described on Exhibit "A" of this Supplement to the provisions of this Supplement, which shall hereafter encumber the title to such property in addition to the provisions of the Declaration and the Covenant to Share Costs, and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall also be binding upon RiverLights Community Association, Inc., a North Carolina nonprofit corporation (the "**Association**") in accordance with the terms of the Declaration and the Covenant to Share Costs.

ARTICLE I
Definitions

The definitions set forth in Article II of the Declaration are incorporated by reference in this Supplement.

ARTICLE II
Designation of Service Area

Pursuant to Section 7.3 of the Declaration, all or portions of the Subject Property are hereby assigned to the Service Area(s) designated on Exhibit "A" to this Supplement.

ARTICLE III
Additional Covenants, Restrictions and Easements

The additional covenants, restrictions and easements set forth in Exhibit "B" of this Supplement shall apply to the Subject Property and shall be binding upon the owners and occupants of Units within the Subject Property, their guests and invitees, in addition to the terms of the Declaration.

ARTICLE IV
Amendment

4.1 By the Declarant.

Until termination of the Class "B" Control Period, the Declarant may unilaterally amend this Supplement for any purpose. Thereafter, until termination of the Development and Sale Period, the Declarant may unilaterally amend this Supplement to reflect any revisions or amendments to any plats referenced on Exhibit "A," and, provided the amendment has no material adverse effect upon any right of Builder or any Owner without the written consent of Builder or such Owner, for any other purpose.

Notwithstanding this reserved right, a revision or amendment to a plat shall not require an amendment to this Supplement so long as no property is added or excluded from the plat by the revision or amendment thereto. The Declarant reserves the right to record revised, amended, or additional plats that only affect internal boundaries between lots, combine lots, or subdivide lots shown on the original plat and, so long as they do not alter the overall property submitted to the Declaration by this Supplement, such revised, amended or additional plats shall not necessitate an amendment to this Supplement.

4.2. By Owners.

Except as otherwise specifically provided in this Article IV, any amendment to the provisions set forth on Exhibit "B" of this Supplement shall require the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Units within the Service Area to which such provisions apply, and the written consent of the Association, acting through its board of directors. Any other amendment to this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Units within the Subject Property and the written consent of the Association, acting through its board of directors. In addition, so long as the Declarant owns any Unit within the Subject Property, the consent of the Declarant shall be required to amend this Supplement in any manner.

4.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or without the written consent of the Declarant (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplement, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. No action to challenge the validity of an amendment may be brought more than two years after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplement.

[continued on next page]

EXHIBIT "A"

Subject Property

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in the City of Wilmington, New Hanover County, North Carolina, and being more particularly described as Townhome Lots 8 through 17 on that certain plat of "RIVERLIGHTS MARINA VILLAGE PH 1 SECTION 1" recorded on June 1, 2016, at Map Book 61, Page 327, in the office of the Register of Deeds of New Hanover County, North Carolina, as such plat may be revised from time to time (the "Marina Village Phase 1 Section 1 Plat").

Service Area Designation

The Subject Property is hereby assigned to Residential Service Area No. 2 for the purposes described in Exhibit B.

EXHIBIT "B"

Additional Covenants, Restrictions, and Easements

1. Townhome Maintenance.

Pursuant to Section 7.3 of the Declaration, the Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of all Units within **Residential Service Area No. 2**, as designated on Exhibit "A" (each a "**Townhome Unit**"), the following, in such manner and on such schedule as the Association's Board deems appropriate to maintain such improvements in a neat and attractive condition, subject to Section 1(c) below:

(i) maintenance, repair and replacement of the siding, trim, and fascia on the exterior façades of the dwellings and garages, and maintenance, repair and replacement of the roofs and roof decking of dwellings and garages, including the roofs of any porches or stoops built as part of the original construction of the dwelling or replacements thereof;

(ii) recaulking of the exterior portions of all windows (but not skylights, if any) and exterior doors, but only at such time as the Association or its contractor undertakes painting of all exterior painted surfaces; the Association shall have no responsibility for maintaining caulking between paintings or for reglazing windows at any time, which shall be the Owner's responsibility, nor shall it have any liability for air, water, or moisture leaks or damage resulting from the need to reglaze or recaulk windows and doors;

(iii) painting or staining, as applicable, of all exterior painted or stained surfaces of the dwelling and any garage on the Townhome Unit, including exterior doors, door trim, and window trim, and any fences and gates erected or installed by the Builder (and replacements thereof) enclosing any portion of the rear yard of the Unit;

(iv) pressure washing of driveways and sidewalks;

(v) operating, maintaining, repairing and replacing, as necessary, any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and controllers/time clocks, wherever located) installed by or on behalf of the Declarant, the Builder, or the Association to serve the Townhome Units, however, the Association shall have no responsibility for any irrigation equipment installed by the Owner or occupant of any Townhome Unit after conveyance by the Builder;

(vi) the following landscape maintenance on such Townhome Units, on such schedule as appropriate to maintain the lawns and shrubbery on such Townhome Units in a healthy and attractive condition consistent with the Community-Wide Standard (as defined in the Declaration):

(A) mowing and edging of, and application of fertilizers and chemicals to

control weeds and insects on, lawns on such Townhome Units and, to the extent that the Owners would otherwise be responsible pursuant to Section 5.1 of the Declaration, property adjacent to such Townhome Units;

(B) fertilizing and pruning of trees and shrubbery, mulching of trees and shrub beds, weeding of shrub beds, and treating shrubbery for disease and insects; and

(C) removal and replacement of any dead or diseased sod, trees, or shrubs on such Owner's Townhome Unit;

except that the Association shall have no responsibility for lawns, trees, or shrubbery located within any fenced or walled area of a Townhome Unit unless accessible through an unlocked gate, nor for any improvements or modifications added or made to any dwelling or lawns, trees, shrubbery, or other landscaping, if any, installed by anyone other than the Association after conveyance of the Townhome Unit by the Builder, unless the Association expressly assumes such responsibility in writing.

In addition, the Association shall maintain a termite bond on the structures constructed on the Townhome Units and shall arrange for annual inspections thereunder.

Except as provided above, all maintenance on Townhome Units shall be the responsibility of the respective Owners, as provided in Section 5.1 of the Declaration. However, in preparation for painting the exterior of Townhome Units, the Association may, but shall have no obligation to, repair or replace any portion of a painted surface which it finds to be damaged or deteriorated, as it deems appropriate to provide a proper surface for painting, and such event it may assess the cost of such repair or replacement to the Owner of the Townhome Unit as a Specific Assessment.

The occupants of each Unit shall be responsible for ensuring that gates providing access to any fenced areas are unlocked and for removing personal property and pets from lawns and fenced areas during scheduled maintenance periods so that the Association's contractor may perform maintenance hereunder. Neither the Association nor its contractors shall have any responsibility for safety or security of pets or personal property left in such areas, nor for moving personal property to perform maintenance hereunder. Any maintenance which cannot be performed by the Association's contractor at scheduled times due to an Owner or occupant's failure to comply with this paragraph shall be the Owner's responsibility.

The controller(s) for any irrigation system or systems serving the Townhome Units shall be installed outside of any structure in a location approved pursuant to Article IV of the Declaration which is readily accessible to the Association's contractors and designees. No person other than the Association's contractor or designee shall adjust the controllers or timers or otherwise interfere with the operation of the irrigation system without prior authorization from the Association, its contractor or designee. If there is a separate irrigation system for each Unit, each Owner shall be responsible for providing and paying for all water and electricity used in the operation of the irrigation system serving such Owner's Unit. If there is a common irrigation system served by a

common meter or meters, the cost of water and electricity used for irrigation shall be allocated equally among all Townhome Units.

Nothing herein shall authorize the installation of any irrigation equipment, plants or other landscaping material by anyone other than the Association after conveyance of the Townhome Unit by the Builder without prior approval as required by the Declaration.

Notwithstanding anything to the contrary herein or in the Declaration, the Association shall have no responsibility for any maintenance, repair, or replacement necessitated by defects in a Unit to the extent that the defect is within the scope of the Builder's warranty and nothing herein shall be construed to relieve the Builder of liability under any implied or express warranties applicable to any Unit constructed by such Builder. The Owner of each Unit shall be responsible for filing and pursuing in a timely manner any and all claims under any such warranty related to matters which are the Association's maintenance responsibility hereunder, and upon failure to do so after a written request from the Association, the Association may levy a Specific Assessment against the Owner and the Unit for any costs which the Association incurs to correct defects or perform maintenance, repairs, or replacements within the scope of the Builder's warranty.

The Association shall have a perpetual, non-exclusive easement over each Townhome Unit for the purpose of performing its responsibilities hereunder and exercising its other authority under the Declaration and this Supplement, which easement may be exercised by the officers, directors, employees, agents and contractors of the Association and the entry of any of them for such purpose shall not constitute a trespass.

2. **Townhome Insurance.**

Except as provided herein, the Association shall obtain and thereafter maintain, as a Service Area Expense, a master insurance policy providing property insurance coverage for all structures on the Townhome Units within a particular Townhome Block (as defined in Section 3 below), exclusive of improvements made after conveyance by the Builder and personal property of the Owner or occupants, such coverage to commence upon satisfaction of the conditions set forth in Section 3. Until such time, the Builder shall be responsible for maintaining insurance on such Townhome Units in accordance with the Declaration. The Owners of Townhome Units shall be relieved of their insurance responsibility under the Declaration to the extent such insurance is carried by the Association hereunder.

Notwithstanding the above, if the Association is unable to obtain, or the Board determines by resolution not to obtain, or to discontinue providing, such insurance on Townhome Units, it shall notify each Owner of a Townhome Unit in writing at least 30 days prior to the date upon which the Owner would need to have its own property coverage in effect and each Owner of a Townhome Unit shall, not later than the date set forth in the Association's notice, obtain in such Owner's own name and at such Owner's own expense the insurance coverage for such Owner's Townhome Unit required under the Declaration. However, so long as the Association is able to obtain property insurance at approximately the same or lower cost than the Owners could obtain

individually, the Association shall provide such blanket insurance coverage unless the then Owners of a majority of the Townhome Units consent in writing to discontinue such coverage and assume responsibility for insuring their own Townhome Units.

If the Association ceases to provide blanket property coverage hereunder, the Association shall refund or credit to accounts of the Owners of the Townhome Units that portion of any Service Area Assessment paid hereunder attributable to insurance premiums for blanket property coverage for the period after termination of the Association's insurance responsibility. Each Owner shall provide a certificate evidencing such insurance to the Association with payment of the annual Base Assessment for such Townhome Unit and within 10 days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Townhome Unit. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Townhome Unit is cancelled. In the event that an Owner fails to obtain or maintain any insurance that the Owner is required to obtain under the Declaration or hereunder, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Townhome Unit as a Specific Assessment.

Regardless of whether the property insurance on the Townhome Units is obtained by the Association or the Owners, in the event of a casualty loss, the Association shall be entitled to file a claim against such insurance for the cost of any repair or reconstruction to the Townhome Unit and improvements thereon which is the Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Townhome Unit and improvements thereon which are their respective responsibilities.

If the Association maintains property insurance on the Townhome Units, such policy may contain a reasonable deductible, as determined by the Board, and any Owner filing a claim under such policy shall be responsible for payment of any and all expenses up to the amount of such deductible, to the extent not covered by insurance maintained by such Owner.

If an Owner is required to maintain property insurance on his or her Townhome Unit and such insurance is insufficient, the Association shall be relieved of its obligations to maintain, repair and replace damaged or destroyed portions of such Owner's Townhome Unit, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or the Owner, and assess all costs to the Owner and the Owner's Townhome Unit as a Specific Assessment pursuant to Section 8.4 of the Declaration.

3. Commencement of Association's Responsibilities. The Association's responsibilities under Sections 1 and 2 above shall commence, as to each group of Townhome Units improved or intended to be improved with structures comprising a single building of attached townhome dwellings (a "Townhome Block"), at such time as the first Townhome Unit in such Townhome

Block: (i) has been improved with a dwelling and all landscaping and related improvements in accordance with the plans approved pursuant to Article IV of the Declaration; (ii) a certificate of occupancy has been issued for such dwelling; and (iii) the Townhome Unit has been conveyed by the Builder.

4. Service Area Assessments. Pursuant to Sections 7.3 and 8.2(c) of the Declaration:

(a) all costs which the Association incurs or expects to incur in performing its responsibilities under Sections 1 and 2 of this Exhibit B, including any reasonable reserves for such purposes, shall be a Service Area Expense to be allocated equally among all Townhome Units as to which the Association's responsibilities have commenced under Section 3, as a Service Area Assessment; and

(b) the share of costs relating to the operation, maintenance and insurance of that parking lot and related improvements (the "**Mixed Use Shared Parking Area**") constructed within "Common Area 1" as shown on the Marina Village Phase 1 Section 1 Plat referenced in Exhibit "A" and allocated to Townhome Lots pursuant to Exhibit "C" of the Covenant to Share Costs shall be a Service Area Expense to be allocated equally among the Townhome Units in Service Area No. 2 as a Service Area Assessment.

The foregoing allocations shall be subject to the right of the Association to recover from the Owner of a Townhome Unit, as a Specific Assessment, any costs which the Association incurs hereunder as a result of the negligence or other actions of the Owner or any occupant of the Townhome Unit, their guests, invitees, or pets, including excessive wear and tear.

5. Easements for Irrigation System.

(a) The Declarant hereby reserves for itself, any Builder constructing dwellings on the Townhome Units, the Association, and their respective successors, assigns, contractors, and employees:

(i) a temporary easement over each Townhome Unit for access to install, and for installation of, an irrigation system or systems to irrigate the landscaping on all or portions of the Townhome Units lying outside of the building pad, including all pipes, lines, pumps, controls, and other components of such system (collectively, the "**Irrigation System**"); and

(ii) a perpetual, nonexclusive easement over each Townhome Unit for purposes of inspecting, monitoring, operating, maintaining, repairing and replacing such Irrigation System or any portion thereof, including such pipes, lines, pumps, controls, meters, and other components of the Irrigation System as may be necessary or convenient to allow each Townhome Unit to be served by such Irrigation System; and

(iii) a perpetual, non-exclusive easement over each Townhome Unit for the flow and distribution of potable water or non-potable, reclaimed, "reuse" water, as the Board determines

appropriate, through the Irrigation System to irrigate all or portions of each Townhome Unit served by such Irrigation System, for application to landscaped portions of the Townhome Units in reasonable quantities, and for incidental overspray of such water onto other portions of the Townhome Units.

(b) No person other than the Declarant, a Builder constructing the dwellings on the Townhome Units, or the Association, shall excavate, construct or install any fence, wall, or other structure or improvement, or any tree or shrub, on any portion of a Townhome Unit without prior written approval as required under Article IV of the Declaration;

(c) Any common Irrigation System shall be owned and maintained by the Association as Limited Common Area for the benefit of the Townhome Units, subject to the right to convey the Irrigation System to the Owners of the respective Townhome Units if the Association deems it appropriate to do so.

(d) Any Irrigation System may use non-potable, reclaimed or "reuse" water rather than potable water. Reclaimed or reuse water, while suitable for application to landscaping, is not safe for human or animal consumption or bathing.

(e) No person other than the Builder constructing dwellings on the Townhome Units, the Association, or their respective designees, shall make or authorize any additions or modifications to any portion of the Irrigation System without the prior written approval of the Board, in addition to such approval as required under Article IV of the Declaration, which approvals may or may not be granted. If granted, such approvals may be conditioned upon the Owner paying all costs of such additions or modifications and use of a contractor designated by the Association to perform the approved addition or modification.

TAMMY THEUSCH
BEASLEY
Register of Deeds

New Hanover County Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7751



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