

STATE OF NORTH CAROLINA  
COUNTY OF PENDER

AMENDED AND SUPPLEMENTAL  
DECLARATION OF PROTECTIVE  
COVENANTS FOR EQUINE ACRES

This Amended and Supplemental Declaration of Protective Covenants, made the 18th day of May, 2010, by **PICKETT LANDING DEVELOPMENT, INC.**, a North Carolina corporation, hereinafter referred to as "Declarant" or Developer";

W I T N E S S E T H :

Whereas, Declarant has subjected Equine Acres, as the same is shown on a map thereof recorded in Map Book 47, Page 145, of the Pender County Registry, to a Declaration of Protective Covenants (the "Declaration") recorded in Book 3497 at Pages 199-221, Pender County Registry; and

Whereas, the Declarant has added additional lots to Equine Acres, said lots being shown on a map recorded in Map Book 49, Page 79, in the office of the Register of Deeds of Pender County; and

Whereas, the Declarant desires for such additional lots to be subject to the Declaration; and

Whereas, as permitted by Article VII, Section 4 of the Declaration, Declarant desires to amend the Declaration to comply with stormwater runoff regulations of the North Carolina Department of Environment and Natural Resources, Division of Water Quality ("DWQ").

Now, therefore, Declarant declares that all of the property of Equine Acres shown on map recorded in Map Book 49, Page 79 of the Pender County Registry, shall be held, sold and conveyed subject to the Declaration, which Declaration shall run with the land and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

✓ TED MITCHELL

Declarant further declares that Article VII of the Declaration is amended by adding Section 5 thereto to read as follows:

- a. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 080941, as issued by DWQ under NCAC 2H.1000.
- b. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- c. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- d. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, DWQ.
- e. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the DWQ.
- f. Each of the 22 lots is limited to 104,550 square feet of built-upon area except for the following: Lot 23 at 88,815 square feet, Lot 24 at 67,864 square feet and Lot 29 at 42,123 square feet of built-upon area. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- g. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
- h. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.
- i. Each lot will maintain a 30 foot wide vegetated buffer between all impervious areas and surface waters.
- j. All roof drains shall terminate at least 30 feet from the mean high water mark.

The Declaration as hereby amended remains in full force and effect.

242  
area  
built

IN TESTIMONY WHEREOF, the Declarant has caused this instrument to be signed in its corporate name by its president pursuant to authority of its Board of Directors, as of the day and year first above written.

PICKET LANDING DEVELOPMENT, INC.

By: Edward Mitchell  
Vice President

STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

I, VICTORIA M. STRACHAN, certify that the following person(s) personally appeared before me this day, and (mark [  ] one box)

I have personal knowledge of the identity of the principal(s)  
 I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_  
 A credible witness: \_\_\_\_\_ (insert name of witness) has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Principal's Name	Capacity
<u>R. EDWARD MITCHELL</u>	<u>Vice</u> President, Pickett Landing Development, Inc.

on behalf of and as the act of the following entity: PICKET LANDING DEVELOPMENT, INC. (Insert "N/A" if "individual" or "trustee" inserted in Capacity column above).

Date: May 18, 2010

(official seal)

VICTORIA M. STRACHAN, Notary Public  
(print name[required])  
My commission expires: 2-28-2011

**VICTORIA M. STRACHAN**  
Notary Public  
New Hanover County, NC