

11000

BK: RB 6271

PG: 707-743

RECORDED:  
12-18-2019

10:50:56 AM

BY: ANGELA ENGLISH  
DEPUTY



2019041465

NEW HANOVER COUNTY, NC

TAMMY THEUSCH BEASLEY  
REGISTER OF DEEDS

NC FEE \$110.00

**AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
CROOKED CREEK HOMEOWNERS ASSOCIATION, INC.**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS.**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF  
THE UNITED STATES OF AMERICA OR STATE FLAG OF NORTH CAROLINA.**

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROOKED CREEK HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Amended Declaration") is made on the date hereinafter set forth by THE BOARD OF DIRECTORS AND MEMBERSHIP OF CROOKED CREEK HOMEOWNERS ASSOCIATION, INC. (hereinafter "Association") in accordance to the amendment requirements as set forth in the original Declaration of the Association. This amendment shall replace and supplant all previous Declarations and amendments thereto.

**WITNESSETH:**

WHEREAS, Association is the owner of certain real property located in New Hanover County, North Carolina, which is more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter sometimes referred to as the "Property"); and

WHEREAS, Association desires to maintain on the Property an exclusive residential community of single-family and town homes to be known as Crooked Creek Subdivision (hereinafter sometimes referred to as "Subdivision"); and

WHEREAS, Association desires to provide for the maintenance and upkeep of the common area and certain elements of the townhomes within the Subdivision and to provide for enforcement of covenants and restrictions applicable to the Subdivision, and, to that end, desires to subject all of the property within the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Association has deemed it advisable to maintain an organization to own, maintain and administer the Common Elements (as hereinafter defined) within the Subdivision, and to collect and disburse the assessments and charges hereinafter created, and Crooked Creek has been therefore incorporated under North Carolina law as a non-profit corporation, known as Crooked Creek Homeowners Association, Inc., for the purposes of exercising the aforesaid functions.

NOW, THEREFORE, Association declares that the Property is and shall be owned, held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Amended Declaration, all of which shall run with the real property and be binding on all parties owing any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE 1 IMPOSITION OF COVENANTS**

Section 1. Covenants. The Association hereby declares that the property shown and described on the plat for the Association, 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 Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE II DEFINITIONS**

Section 1. "Association" shall mean and refer to Crooked Creek Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.

Section 2. "Common Elements" or "Common Area" shall mean and refer to any and all real property, together with any improvements thereon, shown on any recorded subdivision plat of the Properties, with the exception of any Lots, as said terms are defined in this Amended Declaration. All roads within the development shall be private and, as such, are Common Elements, and shall be maintained by Association. Except as otherwise provided in this Amended Declaration, the Common Elements shall be maintained by the Association or its successors in interest unless dedicated to public use as set forth herein.

Section 3. "Crooked Creek" shall mean and refer to Crooked Creek Homeowners Association, Inc. It shall also mean and refer to any person, company or entity to whom or which Crooked Creek shall assign or delegate the rights and obligations of Crooked Creek by an assignment of Crooked Creek rights recorded in the applicable public registry for New Hanover County, North Carolina.

Section 4. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown on any recorded subdivision plat of the Properties, with the exception of the Common Elements owned in fee by Association and any public street rights-of-way shown on such recorded plat. "Lot" shall include a plot of land supporting a townhome or a single-family home. In the event that any Lot is increased or decreased in size by recommendation or re-subdivision through recordation of new subdivision plats, any newly-platted Lot shall thereafter constitute a Lot.



Section 5. "Member" shall mean and refer to every person or entity who or which holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Townhome which is a part of the Properties, including contract sellers, but excluding those having an interest in a Lot or Townhome solely as security for the performance of an obligation.

Section 7. "Property" or "Properties" shall mean and refer to the property described in Exhibit "A" to this Amended Declaration and any additional property annexed pursuant to Article II of this Amended Declaration.

Section 8. "Subassociation" shall mean and refer to any homeowners association formed for the purpose of owning and maintaining real property and improvements thereon reserved for the exclusive use and benefit of Owners or Lots or Townhomes within a specific phase or section of the Properties.

Section 9. "Townhome" or "Dwelling" shall mean and refer to any building or portion thereof within the Properties which is designated and intended for use and occupancy as a residence by a single family, whether by the Owner of such Townhome or Dwelling or by tenants or lessees of such Owner.

### **ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to this Amended Declaration as of the date of recording hereof, which is within the jurisdiction of the Association, and which is described in "Exhibit A" attached hereto.

Section 2. Annexation or Additional Property. At any time the Association owns any Lot, Townhome or Dwelling within the Properties, additional land adjacent to the Properties may be annexed by the Association with the consent of the Members and, therefore, become subject to this Amended Declaration by its recording by the Association of a plat showing such property to be annexed and of a supplementary declaration extending the operation and effect of this Amended Declaration to the property to be annexed. Any property annexed must be contiguous to property annexed and of a supplementary declaration extending the operation and effect of this Amended Declaration to the property to be annexed. Any property annexed must be contiguous to property already subject to this Amended Declaration. Any property annexed pursuant to this subsection may be annexed and subjected to this Amended Declaration as one parcel or as several parcels at different times. The addition of such property pursuant to this Section may increase the cumulative number of Lots within the Properties and, therefore, may alter the relative maximum voting strength of the various types of Members.

A supplemental declaration may contain such complementary additions to and modifications of the covenants and restrictions contained in this Amended Declaration, including, without limitation, different voting rights and different annual and special assessments for the Lots, Townhomes or Dwellings so annexed, as the Association, in its sole discretion, may deem necessary or appropriate to reflect the different character or use of the property added. In no event, however, shall any supplemental

declaration, as amended, revoke, modify or add to the covenants and restrictions established by this Amended Declaration so as to materially and adversely affect any portion of the Properties already subject to this Amended Declaration, except that the Association shall have the right to record a supplemental or amended declaration subjecting any of the Property owned by Association to additional covenants and restrictions, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating the Owners to pay costs so incurred by the Association through Sub-association Assessments; and

A supplemental declaration annexing additional property may only be executed by the Association, and, if applicable, by the owner of the property being annexed, and shall not require the joinder or consent of the Association or any of its Members.

Nothing contained in this Article shall be construed to obligate or require the Association to make any additions to the Properties.

Section 3. Effect of Addition of Property. Except by amendment of this Amended Declaration as provided in Section 3 of Article XIII hereof, no addition of property, whether by annexation, merger or consolidation, shall revoke or modify any provision of this Amended Declaration as to the Properties already subject hereto or diminish the rights of the Owners of Lots, Townhomes or Dwellings within the Properties, except for the dilution of voting strength which occurs as a result of inclusion of additional Members of the Association.

Section 4. Withdrawal of Property. The Association reserves the right to amend this Amended Declaration so long as it has a right to annex Additional Property pursuant to this Article for the purpose of removing any portion of the Properties then owned by the Association from the coverage of this Amended Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Subdivision, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Subdivision.

#### **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner of a Lot which is subject to assessment by the Association 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.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots and may not be separated from ownership of any Lot.

Lots shall be those Lots upon which single-family dwellings or townhomes are built, or to be built. A Lot shall entitle the Owner of such Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to their Lot shall be exercised as they, among themselves determine; but fractional voting shall not be allowed, and in no event shall more than one vote be cast with respect to any Lot.

#### **ARTICLE V PROPERTY RIGHTS**



Section 1. Owners' Easements of Enjoyment and Access. Except as limited by the provisions of this Section and by the rules and regulations adopted by the Board of Directors of the Association, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Elements, which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to:

(a) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association;

(b) the right of the Association to borrow money and, with the assent of Members entitled to at least 80 percent (80%) of the votes for the entire membership of the Association and at least two-thirds (2/3) of the votes appurtenant to each Lot, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of any such lender or mortgagee shall be subordinate to the property rights of the Members and the Association as set forth herein;

(c) the right of the Association to exchange all or part of the Common Elements for other property and consideration of like value and utility; provided, however, that any such dedication shall require the assent of the Members as set forth in subparagraph (b) above, and further provided that, if the Board of Directors of the Association determines, in its sole discretion, that such exchange is necessary to cure an encroachment or setback violation on any Lot, the Board may effect such exchange without the consent of or approval by the Members;

(d) the right of the Association to expand or add to the Common Elements and to improve, maintain and operate the Common Elements;

(e) the right of the Association to adopt, promulgate and enforce rules and regulations concerning the use of the Common Elements; and

(f) the right of the Association to otherwise deal with Common Elements as provided in the Articles of Incorporation and Bylaws of the Association.

The right and easement of enjoyment and access granted to every Owner by Section 1 of this Article may be exercised by members of the Owner's family who occupy the residence of the Owner within the Properties; by Owner's tenants or contract purchasers who occupy a residence within the Properties; and may be delegated to guests of such Owners, tenants or contract purchasers, subject to such rules and regulations as may be established by the Board of Directors.

Section 2. Regulation and Maintenance of Common Elements and Common Element Easements. It is the intent of the Association that the Common Elements be preserved for the perpetual benefit of the Owners.

(a) Regulation of Common Elements. The Association may adopt and promulgate rules and regulations governing the use of the Common Elements by Owners and their family, guests and invitees. No Owner or other permitted user shall use the Common Elements or any portion thereof in violation of the rules and regulations contained in this Amended Declaration or subsequently adopted by the Association.

Without limiting the generality of the foregoing, no Owner or tenant, guest or invitee of an Owner shall without the specific prior written consent of the Association: (i) damage or waste the Common Elements or improvements thereon or remove any trees or vegetation therefrom; (ii) erect any gate, fence, structure or other improvement or thing on the Common Elements; (iii) place any garbage receptacle, trash or debris on Common Elements; (iv) fill or excavate any part of the Common Elements; (v) landscape or plant vegetation on Common Elements; or (vi) use the Common Elements or any part thereof in a manner inconsistent with or in any way interfering with the rights of other Owners.

(b) Rights and Responsibilities of the Lot Owners as to Common Element Easements. Each Owner of a Lot upon which a Common Element easement lies shall pay all property taxes and other assessments levied against his Lot, including the portion of such tax or assessment as is attributable to such Common Elements easement.

(c) Rights and Responsibilities of the Association as to Common Elements. The Association shall have the right and obligation to ensure that the Common Elements are preserved for the perpetual benefit of the Owners, and, to that end, shall: (i) maintain the Common Elements in their natural or improved state, as appropriate, and keep them free of impediments to their use by the Owners, subject to the provisions of this Amended Declaration; (ii) procure and maintain adequate liability insurance covering the Association and its Members, Directors and officers, against any loss or damage suffered by any person, including the Owner of the Lot upon which the Common Element lies, resulting from use of the Common Elements, and adequate hazard insurance covering the real and personal property owned in fee by the Association; and (iii) pay all property taxes and other assessments levied against all Common Elements owned in fee by the Association.

(d) Association's Right of Entry. Crooked Creek's employees, agents, contractors and subcontractors of each, shall have a non-exclusive right and easement at all times to enter upon any portion of a Lot reserved or designated as a Common Element easement for the purpose of: (i) installing and maintaining subdivision entrance signs, features, fencing and landscaping; and (ii) making such improvements to the Common Elements; and (iii) maintaining the Common Elements easement in its natural or improved state.

## ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a 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 annual assessments and special assessments, such assessments to be established and collected as hereinafter provided. All assessments which are unpaid when due, together with interest and late charges set forth in this Amended Declaration, and all costs of collection, including reasonable attorney's fees, shall be a charge against and a continuing lien upon the Lot against which such assessment is made. Each such assessment or charge, together with interest and costs of collection, including reasonable attorney's fees, shall also be the personal or corporate obligation of the person(s), firm(s) or corporation(s) owning such Lot at the time when the assessment became due, but such personal obligation shall not be imposed upon such Owner's successors in title unless expressly assumed by them. Although unpaid assessments and charges are not the personal obligation of such Owner's successors in title unless expressly assumed by them, the unpaid assessments and charges shall continue to be a lien upon the Lot against which the assessment or charge was made.



It is the intent of the Association that any monetary fines imposed against an Owner pursuant to the Bylaws of the Association, as amended, or this Amended Declaration shall constitute a lien against the Lot of said Owner to the same extent as if such fine were an assessment against such Lot.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and, in particular, for (i) acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Elements; (ii) repair and reconstruction of the streets and roadways within the subdivision and other improvements on the Common Elements including, without limitation, the cost of repair, replacement and additions thereto and the cost of labor, equipment, materials, management and supervision thereof; (iii) payment of taxes and public assessments levied against the Common Elements owned by the Association in fee; (iv) procurement and maintenance of insurance in accordance with Section 4(c) of Article IV of this Amended Declaration; (v) employment of attorneys, accountants and other persons or firms to represent the Association when necessary; (vi) payment of principal and interest on funds borrowed for Association purposes; (vii) such other needs as may arise; and (viii) payment for the maintenance and operation of storm water facilities, drainage elements and street lights.

The Association, at its expense, shall also be responsible for maintaining and caring for the entire lawn of the Townhome Lots which includes mowing, edging, application of mulch and pruning of trees and shrubs; provided, however, the Association shall not maintain nor "care for" the Single-Family Unattached Lots, or twenty-five (25) feet of land measured from the rear of each Townhome structure. In the event that the need for maintenance, repair or replacement of the lawns and landscaping, is caused by the willful or negligent act of the Lot Owner, his family or his invitees, and specifically including failure to water the lawn and other landscaping, the cost of such maintenance, repair or replacement shall be added to and become a part of the assessment to which such Lot is subject. In addition, the Association shall provide for exterior maintenance upon the Townhomes as follows: paint, repair, replacement and care of roofs, front gutters, front downspouts, exterior building surfaces, and other exterior improvements. Such exterior maintenance shall not include glass or screened surfaces, windows and window frames and exterior doors.

Section 3. Annual Assessments. The Association shall set an annual assessment each year. The assessment may be different amounts for the Townhomes and the Single-Family Homes according to the annual operating budgets for the Common Areas and the maintenance needs of the Townhomes.

(a) Annual Assessment, Ratification of Budgets. The Board of Directors shall adopt a proposed budget (including the proposed annual assessment for each Lot) at least annually. Within thirty (30) days after adoption of the proposed budget, the Board of Directors shall send a copy of the proposed budget and shall give written notice to the Members of a meeting of the Members to consider ratification of the budget, such meeting to be held not sooner than ten (10) days nor more than fifty (50) days after the mailing of such notice. Such meeting may, but need not be, combined with the annual meeting of the Members. Except as required by Section 7 below, there shall be no requirement that a quorum be present in order to vote on ratification of the budget (although a quorum must be present to vote on other matters). The budget shall be deemed ratified unless at that meeting Members having a majority of the votes of the entire membership vote to reject the budget. Notwithstanding the foregoing, if the budget provides for annual assessments not greater than ten percent (10%) of the assessment in effect for the immediately preceding year, such budget shall be deemed ratified unless Members having



at least eighty percent (80%) of the votes of the entire membership vote to reject the budget. If the proposed budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board.

Any annual assessment ratified by the Members shall continue thereafter from year to year as the annual assessment until changed by the Board and ratified by the Members as set forth herein.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement on the Common Elements, including fixtures and personal property related thereto, for repayment of indebtedness and interest thereon, or for any other purpose; provided that any such assessment shall have the same assent of the Members as provided in Section 3(b) of this Article.

Section 5. Assessment Rate: Collection Period. Except as provided in Section 6 of this Article V, the annual and special assessments shall be fixed at a uniform rate for all Lots within each subclass of Lots and may be collected on a yearly, semi-annually, quarterly, or monthly basis, as determined by the Board of Directors.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3(a) and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3(a) or 4 shall be sent to all Members not less than ten (10) days nor more than fifty (50) days prior to the meeting. At such meeting, the presence of Members, in person or by proxy, entitled to cast sixty percent (60%) of the votes of the entire membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and if called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Amount of Initial and Subsequent Annual Assessments; Certificate of Payment. Unless a different commencement date is set by the Board of Directors, the annual assessments provided for herein shall commence as to all Lots in any phase on the first day of the month following the conveyance of a Lot or Unit within that phase to an Owner other than the Association. Unless a lower amount is set by the Board of Directors, the first annual assessment shall be the "Maximum Annual Assessment" set forth in Section 3 of this Article and shall be prorated according to the number of days remaining in the calendar year.

At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of annual assessment against each Lot. At least fifteen (15) days before January 1 of each year, the Board of Directors shall send written notice of such assessment to every Owner subject thereto. The due dates for the payment of annual and special assessments shall be established by the Board of Directors.

The Association shall, upon demand, and for such reasonable charge as the Board of Directors may determine, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If such certificate states that an assessment has been paid, such certificate shall be conclusive evidence of payment.

Section 8. Working Capital Assessments. At the time of sale of each Lot, there shall be due



and payable at closing a capitalization fee equal to twice the monthly assessment then in effect at the time of closing, payable by the purchaser to the Association. Such amounts paid for working capital are not to be considered as advance payment of the Annual or any other assessments. The Association reserves the right to amend this section, including the amount at any time.

Section 9. Effect of Non-payment of Assessments: Remedies. An assessment not paid within ten (10) days after the due date shall incur such late payment fees as the Board of Directors may from time to time establish, and, if not paid within thirty (30) days after the due date, shall also bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot for which such assessment is due. Interest, late payment fees, reasonable attorneys' fees, and the costs of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or by abandonment of his/her Lot.

Section 10. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of a Lot shall not affect any assessment lien; however, the sale or transfer of a Lot pursuant to foreclosure of a first mortgage, or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of any assessment which became due prior to the date of such conveyance. No such sale or transfer shall relieve such Lot Owner from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to a deed of trust recorded prior in time.

Section 11. Exempt Property. All property dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. Notwithstanding the foregoing, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## **ARTICLE VII EASEMENTS**

Section 1. Access and Utility Easements. Easements for the installation and maintenance of driveways, walkways, water, gas, telephone, cable television and electric power transmission lines, sanitary sewer and storm water drainage facilities, and for other public utility installations, are reserved as shown on the recorded plats of the Properties. The Association may reserve or grant easements over the Common Elements as provided in this Amended Declaration. Within any such easement herein provided, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation or maintenance of the utilities installed thereon, or which may change the direction of flow or drainage of water through drainage pipes or channels constructed in such easements.

For a period of thirty (30) days from the date hereof, the Association reserves, for itself and its employees, agents, successors and assigns, an easement upon and right of ingress, egress and regress on, over and under the Properties for the purposes of constructing and maintaining water, sewer, gas, storm water drainage and retention, telephone, cable television and electric, and other utility facilities to the extent required by any applicable governmental entity or deemed by the Association to be necessary or convenient for the development, use and enjoyment of the Properties and the Common Elements and for the conduct of construction, sales and marketing activities. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action that it deems

reasonably necessary or appropriate. After such action has been completed, the Association shall grade and seed the affected property and otherwise restore the affected property to its original condition to the extent practicable, but shall not be required to replace any tree, bushes or shrubbery necessarily removed. The Association shall give reasonable notice of its intent to take such action to each Owner whose Lot is affected.

Section 2. Easements for Government Access. An easement is hereby established over the Common Elements and every Lot within the Properties for the benefit of applicable governmental agencies for installing, removing, and reading water meters, maintaining and replacing of water and sewer facilities, and acting for other purposes consistent with public safety and welfare, including, without limitation, law enforcement, fire protection, garbage collection and the delivery of mail.

Section 3. Owner's Easement and Right of Entry for Repair, Maintenance and Reconstruction. If any Dwelling is located closer than five (5) feet from its Lot line, the Owner thereof shall have a perpetual easement over the adjoining Lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of such Dwelling. Such work shall be carried out and completed expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as nearly the same condition as that which existed prior to the commencement of the work as is reasonably practicable.

Section 4. Association's Easement and Right of Entry. The Association, for itself and its employees, agents, contractors, subcontractors, and invitees, shall have a perpetual access easement over each Lot to the extent reasonably necessary to perform the maintenance to be performed by the Association.

Section 5. Easement Over Common Elements. A perpetual, non-exclusive easement over the Common Elements is hereby granted to each Lot and its Owner(s), family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants or occupants, for the purpose of providing access, ingress and egress to and from streets, parking areas and walkways serving the Properties.

Section 6. Association's Right to Grant Easement Over Streets and Roadways. In the event the Association shall develop lands adjacent to the Properties, including any areas annexed to the Properties, then the Association shall have an absolute right to grant an easement for access, ingress, and egress over, across, and upon the streets and roadways of Crooked Creek Subdivision to such adjacent lands.

Section 7. Boat Docks. Single family Lot owners shall be deeded as an appurtenance to their Lot, an easement to construct a boat dock extending from their Lot across the marsh to the channel.

## **ARTICLE VIII ARCHITECTURAL CONTROL**

Section 1. Architectural Approval. Since the establishment of inflexible building setback lines for location of Dwellings on Lots tends 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, and ecological and related considerations, no specific setback lines are established by this Amended Declaration. In order to assure, however, that the foregoing considerations are given maximum effect, the site and location of any Dwelling or other structure upon any Lot shall be controlled by and must be



approved absolutely by the Association or the Architectural Review Committee (“ARC”), as the case may be.

The Architectural Review Committee (“ARC”) shall have the sole and absolute right to determine the style and appearance of the Dwellings, including, but not limited to, fences, walls, buildings, outbuildings, garages, storage sheds, mailboxes, lawn decorations, structures of any type or color thereof, grading, landscaping, patio covers and trellises, plans for off-street parking of vehicles and utility layout, and any other improvements to be built or constructed on any Lot (hereinafter individually and collectively referred to as “Improvements”); provided, however, that the exterior of any utility or other outbuilding so constructed shall match the main Dwelling constructed on the Lot in design, construction materials, and exterior covering; and further provided that the built-upon area for the Lot, including all utility and other outbuildings, shall not exceed the maximum built-upon area as set out in Article XI, *infra*.

No Owner may remove any tree or make any material changes to the landscaping in areas maintained by Association, without the approval of the Architectural Review Committee.

After occupancy of a Dwelling as a residence pursuant to a Certificate of Occupancy or other similar certificate issued by the appropriate governmental authority, no Improvements (including, without limitation, replacement of any previously existing improvements) shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof be made (including, without limitation, changing materials or color of any exterior portion of any such Improvements), nor shall a building permit for such Improvements or change be applied for and obtained, until plans and specifications showing the nature, kind, shape, heights, materials, color and location of same shall have been submitted to and approved in writing by the Association or by an Architectural Review Committee composed of three (3) or more persons appointed by the Board of Directors of the Association. If the Association or its designee fails to approve or disapprove such proposed Improvements within sixty (60) days after complete plans and specifications have been received by it, approval will not be required, and the terms and conditions of this Article shall be deemed complied. The Association shall have the right to charge a reasonable fee for receiving and processing each application.

The Association shall have the right to promulgate, and from time to time amend, written architectural standards and construction specifications (hereinafter the "Architectural Guidelines") which may establish, define and expressly limit the standards and specifications which will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, driveway material, landscape design and construction technique. Neither the Association nor the ARC shall approve any Improvements which it determines, in its sole discretion, not to be in harmony of external design, construction, and/or location in relation to the surrounding structures, topography or the general plan of development of the Crooked Creek Subdivision.

Neither the Association, the Board of Directors, the ARC, nor any member or employee of any of them, shall have any liability to any person or entity by reason of any acts taken or omitted by them, in good faith, pursuant to this Article.

Section 2. Rules and Regulations. The ARC may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VIII, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modifications.

Section 3. Variances. The ARC may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in this Amended Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. Variances contained in plans that are inadvertently approved by the ARC as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with the provisions of this Section.



**ARTICLE IX**  
**RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION**

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Amended Declaration, shall be responsible for the exclusive management and control of the Common Elements, including the streets and roadways, in good, clean and proper condition, order and repair, except, the Association shall not be responsible for the rear gutters of the townhomes, any fences, decks, screen porches, or other appurtenances added by the Townhome Owner after initial construction of the Townhome, 25 feet of land measured from the rear of the Townhome structure, or the repair or replacement of water and sewer lines to the Townhomes which shall be the responsibility of the Townhome owner. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Elements and the performance of its other obligations hereunder. The Association shall operate and maintain areas designated by it as Common Elements, whether or not title to such areas has been formally conveyed to the Association. The Association shall also be responsible for enforcement of the covenants and restrictions contained in this Amended Declaration. In addition, the Association shall maintain, repair or replace the siding, roofs, and other similar elements of the Townhomes, including the front gutters, (not the rear gutters, which shall be the responsibility of the Townhome Owner) , nor of the Single-Family Dwellings, which shall be the responsibility of the Owners of the Single-Family Dwellings.

The Association, at its expense, shall be responsible for maintaining, repairing, and replacing all utility, drainage lines and pipes which are located on the Property, except those located within individual Lots and water and sewer lines to the Townhomes, which shall be the responsibility of the Townhome Owner. The Association shall have access 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. Each Owner hereby grants permission to the Association to enter his/her Lot for such purposes.

The Association shall be responsible for maintaining the portions of the storm water drainage system which are within the Common Elements, including the water quality and quantity standards of the approved plans, to the extent required by law. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the storm water system to meet water quality and quantity design standards of the approved plans and any future governmental laws, rules or regulations.

In the event that the need for maintenance, repair or replacement (other than said being caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles, and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage Insurance Policies) is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

The Association, at its expense, shall be responsible for maintaining and caring for the entire lawns in the Association, which includes mowing, edging, application of pine straw and pruning of trees and shrubs, except for those lawns on the Single-Family Lots, and except for 25 feet of land measured from the rear of the structure of each Townhome, which may include water and sewer lines.

If any Owner erects a fence on his lawn, then such Owner shall be responsible for maintaining



the area within the fence. The ground area within the fence shall be grassed or covered with other vegetation which has been approved by the Association. No Owner shall be relieved of his obligation to pay Assessments nor shall an Owner be entitled to a reduction in the amount of the Assessment for maintaining his lawn. Pursuant to this Amended Declaration, all fences shall be approved by the Association or the ARC, where applicable.

Section 2. Manager. The Association may employ and pay for the services of a person or entity, including a management company, to assist the Association in managing its affairs and carrying out its responsibilities hereunder and such other persons or entities, including attorneys and accountants, as the Association deems necessary or advisable, whether such persons or entities are engaged, furnished of, employed by the Management Company or directly by the Association. The Association may enter into a Management Agreement for such management services upon such terms as the Board of Directors may deem appropriate.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Articles of Incorporation or Bylaws, as amended, of the Association.

Section 4. Insurance; Bonds. The Association shall procure and maintain adequate liability insurance covering the Association. The Association may also procure and maintain full replacement value hazard insurance on real and personal property owned by the Association, and shall procure and maintain officers', directors' and employees' liability insurance, and such other insurance as it deems necessary or advisable. The premiums for such insurance shall be a common expense paid from the annual assessments provided in Article V of this Amended Declaration. The Association may require any or all persons responsible for collecting and disbursing monies of the Association to be bonded.

In addition, the Association, subject to the affirmative vote of a majority of the Board of Directors, may also procure and maintain full replacement value hazard insurance on real property owned by the Townhome Owners, but not on the Single-Family unattached homes and/or Lots. The Association, with affirmative vote of three (3) or more Board members, may procure insurance for fire, flood, wind and hail, and other perils, but only subsequent to an affirmative vote of a majority of the Townhome Owners. The premiums shall be assessed to each Townhome ownership interest according to their prorated shares in a time and manner set by a majority of the Board of Directors.

Section 5. Implied Rights. The Association may exercise any other right or privilege and take any action authorized by this Amended Declaration, the Association's Articles or Bylaws, as amended, the North Carolina Planned Community Act (Chapter 47F of the North Carolina General Statutes), and/or the North Carolina Non-Profit Corporation Act (Chapter 55A), as from time to time amended, and every other right or privilege reasonably necessary to effectuate the exercise of any right or privilege or the taking of any action authorized herein or therein.

In exercising any of the rights provided or granted under this Article IX, the Association shall not revoke, modify or amend this Amended Declaration in a manner that reduces the size of the Common Elements to less than the area required by the appropriate governmental authority as of the date of this Amended Declaration.

## ARTICLE X USE RESTRICTIONS



Section 1. Business Use Prohibited. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that the Association, real estate brokers, Owners and their agents may show Lots for sale or lease.

Section 2. Use of Accessory Structures. No tent, shack, barn, carport, metal awnings, metal utility sheds or other buildings, other than a Dwelling and its garage; shall be erected on a Lot and used temporarily or permanently as a residence, nor shall any such structure be used for any other purpose other than approved by the Board. Notwithstanding the foregoing, the Association may use temporary buildings, offices, or facilities in connection with the marketing, sale and construction of Townhomes or Single-Family Dwellings.

Section 3. Maintenance of Improvements. Each Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the Townhome or Single-Family Dwelling. No Owner shall change the exterior design or color of the Townhome or Single-Family Dwelling on such Owner's Lot, including the roof thereof, except in compliance with this Amended Declaration.

Section 4. Storage: Clothes Hanging. No Lot or Commercial Area shall be used for the storage of rubbish. Outside clothes hanging devices are hereby prohibited.

Section 5. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot or the Common Elements, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted within the Properties other than in a garage and concealed from public view.

Section 6. Lawns. All lawns of any Lot shall be maintained in a neat condition. "Neat" shall require, at a minimum; that the lawn be regularly cut and fertilized and that mulched areas be regularly re-mulched and kept weeded so that its appearance is in harmony with the neighborhood. No Owner shall allow grass on the Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground.

Section 7. Failure to Maintain. If an Owner fails to maintain the Lot or the improvements thereon, the Association or the appropriate sub-association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. By accepting title to his Lot, each Owner shall be deemed to grant access upon the Owner's Lot and Dwelling for such purpose and such entry shall not constitute a trespass. If such maintenance is undertaken by the Association or a sub-association, the charge therefore and all costs of enforcement and collection shall be secured by a lien against the Lot as provided in Article V, supra.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of cats, dogs and other household pets may be kept, provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance in the Crooked Creek Subdivision. No person owning or having custody of an animal shall allow the animal to stray or go upon another Owner's Lot without the consent of such other Owner. No animals shall be permitted on or in the Common Elements at any time except as permitted by the Rules and Regulations of the Association or by applicable law. All animals shall be on a leash when outside the Owner's Townhome or Single-Family Dwelling, and the Owner shall be



responsible for cleaning up and disposing all droppings from their animal(s).

Section 9. Signs. The Association may develop uniform sign standards and specifications to which all Owners must adhere. Except as authorized by the Association, no signs shall be displayed on any Lot with the exception of one (1) "For Sale" or "For Rent" sign not exceeding 36" x 24" in size and two (2) political signs no larger than 24" x 24", which may be displayed up to forty-five (45) days before and seven (7) days after an election. No sign of any kind shall be displayed in or on the Common Elements without the prior written consent of the Association. Notwithstanding the foregoing, the Association shall have the right to erect and maintain signs of any type and size on any Lot which it owns and on the Common Elements, in connection with the development and sale of the Property.

Section 10. Water Retention Areas. The Association shall be responsible for maintaining the portions of the storm water drainage system which are within the Common Elements, including the water quality and quantity standards of the approved plans, to the extent required by law. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the storm water system to meet water quality and quantity design standards of the approved plans and any future governmental laws, rules or regulations. The Association shall not be responsible for maintenance, repair or replacement of water and sewer lines to the Townhomes. Such shall be the responsibility of the Townhome Owners.

Section 11. Vehicles, Boats and Trailers. Off-street parking for not less than two (2) passenger automobiles must be provided on each Lot prior to the occupancy of any Townhome or Single-Family Dwelling constructed on said Lot, which parking areas and the driveways thereto shall be constructed of concrete, brick, asphalt, or turfstone. Parking of motor vehicles on lawns or in other landscaped areas is prohibited.

No truck or vehicle used primarily for commercial purposes (other than those temporarily present on business), no recreational vehicles, campers, or trailers shall be parked within the Property unless within a garage. Any vehicle not in operable condition and validly licensed, may be kept on a Lot only if kept inside a garage and concealed from public view. Other than the above exception, no boat, motor or trailer, or any other recreational vehicle, shall be kept on the front of any Lot or on the street. For the purpose of this section, the term "kept" shall mean present for either a period of more than twenty-four (24) hours or overnight, whichever is less.

Section 12. Walls, Fences and Hedges. All walls, fences, planters and hedges shall be controlled strictly for compliance with this Amended Declaration and architectural standards established by the Association or the Architectural Review Committee. Walls, fences and hedges are Improvements and therefore subject to approval pursuant to this Amended Declaration. Therefore, the design, location and materials of all fences and walls must be approved prior to construction.

Section 13. Swimming Pools. No swimming pool shall be erected, constructed, placed or permitted on any Lot.

Section 14. Antennae and Roof Structures. No radio or other electrical towers, aerials, antennae, or other devices of any type for the reception or transmission of radio broadcast or other means of communication shall be erected, constructed, placed or permitted on any Lot or upon any Improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 37 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to



adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

Section 15. Minimum Size of Units. All Townhomes or Single-Family Dwellings constructed on any Lot shall have a minimum of 1,700 square feet of enclosed dwelling area. The term “enclosed dwelling area” as used in the minimum requirements, shall be the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches and similar areas. In addition, “shed type” porches, even though attached to the Single-Family Dwelling, are specifically excluded from the definition of the aforesaid term “enclosed dwelling area”.

Section 16. Seasonal or Holiday Decorations. Seasonal or holiday decorations, i.e., Christmas trees and lights, pumpkins, Easter decorations, etc., shall be removed from each Lot or residential dwelling within a reasonable period of time after such holiday ends. The ARC has the sole discretion to determine what is a reasonable period of time for seasonal or holiday decorations to exist after the holiday ends, and its determination shall be final.

Section 17. Window Coverings. All drapes, curtains or other similar materials hung at windows so as to be visible from outside the home shall be of a white or neutral background material.

Section 18. Exterior Lights. All light bulbs or other lights installed in any fixture located on the exterior of the building or any “sites” shall be clear, white or non-frosted lights or bulbs, with the exception of yellow “bug” lights. Light wattage and placement shall be approved by the Architectural Control Board.

Section 19. Service Utilities. All service utilities, fuel tanks, wood piles, and trash and garbage containers are to be enclosed within a fence, wall or plant screen of a type and size approved by the Association or the Architectural Control Committee, so as to preclude the same from causing an unsightly view from any street or way within the Crooked Creek Subdivision, or from any other residence within the Crooked Creek Subdivision.

Section 20. Flags. The design, materials and location of all flags, flag poles, flag staffs, should be approved by the Architectural Review Committee prior to installation or display pursuant to the approval requirements of this Amended Declaration.

Section 21. Deviations. The Association, at its sole discretion, is hereby permitted to approve deviations to restrictions in this Article in instances where in its judgment, such deviation will not adversely affect the development of the property as a whole. Such approvals shall be granted in writing and, when given, will automatically amend these restrictions for that certain Lot.

## **ARTICLE XI STORM WATER MANAGEMENT**

Section 1. The following covenants are intended to ensure ongoing compliance pursuant to the Association's current State Stormwater Management Permit as issued by the Division of Water Quality ("DWQ") under NCAC 2H.1000. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit. These covenants are to run with the land and be binding upon all persons and parties claiming under them. The covenants pertaining to stormwater regulations may not be changed or deleted without concurrence of the State of North Carolina Division of Water Quality.

Section 2. The maximum allowable built-upon area per lot shall be set by the Board of Directors. 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.

Section 3. Filling in, piping or altering any vegetative conveyances (ditches, swales, etc.) associated with the development, except for average driveway crossings, is strictly prohibited by any person or entity.

Section 4. Lots with CAMA's (Coastal Area Management Act) Area of Environmental Concern ("AEC") may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.

Section 5. Filling in, piping or altering any designated curb outlet swale associated with the development is prohibited by any person or entity.

Section 6. A 30-foot vegetated buffer shall be maintained between all built-upon areas and the Mean High Water Line of surface waters.

Section 7. Each Owner of a Lot which borders a water retention area, drainage easement or drainage swale area shall be responsible to maintain any portion of the Owner's lot lying within a retention area, drainage easement, or drainage swale area free of debris but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area. No structure of any type shall be permitted within the water retention areas, drainage easements or drainage swale areas.

Swimming and bathing in water retention areas are prohibited. Docks or other structures shall not be erected in water retention areas without prior written consent of the Association. All other uses of water retention areas shall be subject to the prior written approval of the Association and such rules and regulations as the Association may adopt from time to time.

## **ARTICLE XII GENERAL PROVISIONS**

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter



imposed by the provisions of this Amended Declaration. Failure by the Association or an Owner to enforce a covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or deemed a waiver to enforce other provisions of this Amended Declaration. Further, the Board of Directors shall have the right to record in the appropriate land records a notice of violation of this Amended Declaration or the Bylaws of the Association, as amended, or any rules, regulations, use restrictions, or design guidelines promulgated by the Association and to assess the cost of recording and removing such notice against the Owner in violation of this Amended Declaration.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. Any amendment shall be effective upon recording of same in the applicable public registry of New Hanover County, North Carolina.

The covenants and restrictions of this Amended Declaration, and any amendments thereto, are appurtenant to and shall run with and be binding upon the Properties and the Owners thereof for a term of twenty-five (25) years from the date this Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or amended by a vote of the Owners as set forth below.

This Amended Declaration may be amended by written instrument signed by the Owners of the Lots, or affirmative vote of Members of the Association to which at least sixty-seven percent (67%) of the votes of the Association are allocated, and terminated by instrument signed by the Owners of not less than eighty percent (80%) of the votes of the Association are allocated. Amendment or termination shall be by written instrument signed by the appropriate person or entities and recorded in the applicable public registry for New Hanover County, North Carolina, and upon Recordation, shall be binding on all Lots within the Properties and the Owners thereof, without regard to whether the Owner of such Lot voted for or against, or signed or did not sign, the amendment.

Section 4. Interpretation. Headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing any provisions herein. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the word "including" shall mean "including, without limitation". This Amended Declaration and the provisions thereof shall be construed and enforced in accordance with the laws of the State of North Carolina.

Section 5. Subdivision of Lots. No Lot within the Subdivision shall be subdivided by sale or otherwise so as to reduce the total Lot area shown on the recorded plat, except by or with the consent of the Association, and, if required, by the appropriate governmental authority.

Section 6. Association's Right to Change Development. With the approval of the appropriate governmental authority, and subject only to such terms and conditions as said authority may impose, the Association shall have the right, without consent or approval of the Owners, to create Lots, add Common Elements, and reallocate Lots, Townhomes or Single-Family Dwellings within the Properties. Additionally, the Association may convert any Lot or Lots or any other property subject to these restrictions for use as a roadway.

Section 7. Rules and Regulations: Enforcement. The Board of Directors shall have the authority to

adopt additional rules and regulations governing the use of the Common Elements and the Lots, Single-Family Dwellings, and Townhomes within the Subdivision and shall furnish a written copy of said rules and regulations to the Owner of each Lot, Single-Family Dwelling, or Townhome at least fifteen (15) days before such rules and regulations become effective.

In addition to any other rights and remedies that the Association may have under the Bylaws, as amended, and this Amended Declaration, the Association may impose sanctions for a violation of this Amended Declaration, the Bylaws, as amended, of the Association, the rules and regulations adopted by the Association, and any restrictive covenants applicable to the Properties, in accordance with procedures set forth in the Bylaws, which sanctions may include, without limitation, reasonable monetary fines, which shall constitute a lien upon the Lot of the violator, and suspension of the right to vote and the right to use the Common Elements and any facilities thereon, but only after the due process procedures outlined in N.C. Gen. Stat. § 47F-3-107.1 have been exhausted.

In addition, as provided in the Bylaws, the Association may exercise self-help to cure violations (specifically including, but not limited to, the towing of Owner and tenant vehicles that are in violation of parking rules) and may suspend the right of an Owner to use any Common Elements and recreational facility within the Properties if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association; provided, however, none of the above mentioned "self-help" cures shall be undertaken until the due process procedures in N.C. Gen. Stat. § 47F-3-107.1 have been exhausted.

The Association shall at all times have the right as an easement to enter and travel upon any Lot for the purposes of exercising its rights hereunder, including, but not limited to, enforcement of the architectural guidelines applicable to the Properties. Any entry onto any Lot for the purposes of exercising this power of "self-help" shall not be deemed as trespass. All remedies set forth in this Amended Declaration and the Bylaws, as amended, shall be cumulative of any remedies available at law or in equity. In any action to enforce its rights and remedies, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorneys' fees and court costs incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule with the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board of Directors reasonably determines that the Association's position is not legally sufficient to justify taking enforcement actions. Any such determination shall not be construed as a waiver of the right to enforce such provisions under other circumstances or to estop the Association from enforcing any other covenant, restriction or rule.

IN WITNESS WHEREOF, the undersigned, being the President of the Association herein, has hereunto set his/her hand and seal, the 17<sup>th</sup> day of December, 2019.

CROOKED CREEK HOMEOWNERS  
ASSOCIATION, INC.

BY:

Randall F. Broadford  
President

ATTEST:

Joseph A. Lee  
Secretary

(Corporate Seal)



STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Susan E. Langley, a Notary Public, certify that  
Joseph A. Seme personally appeared before me this 17<sup>th</sup> day of  
December, 2019, and acknowledged that he/she is the \_\_\_\_\_ Secretary of  
Crook Creek Homeowners Assoc. Inc, a 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 himself/herself as its \_\_\_\_\_ Secretary.

WITNESS my hand and official seal, this the 17<sup>th</sup> day of December, 2019.

Susan E. Langley  
NOTARY PUBLIC

My Commission Expires:

March 18, 2024



**EXHIBIT A**

Legal Description of Property

BEING all of that property known as Crooked Creek Subdivision, as the same appears on a plat thereof recorded in Map Book 20 at Page 79 in the New Hanover County Registry, reference to which plats is hereby made for a more particular description.



**Addendum:**

It is not the intent of this Board in Amending the Declarations and By-Laws in December of 2019 to force any homeowner to vary the total square footage of a home in the event of total loss due to fire or other catastrophic event but to allow such units to be rebuilt according to the existing footprint prior to the loss of the structure.

The Board of Directors of Crooked Creek HOA, Inc.

December 16, 2019

President Randall T. Broadfoot

Secretary Joseph A. Seme

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

I, Susan E. Langley, a Notary Public, certify that Joseph A. Seme personally appeared before me this 16<sup>th</sup> day of December, 2019, and acknowledged that he/she is the \_\_\_\_\_ Secretary of CROOKED CREEK HOMEOWNERS ASSOCIATION, INC., a 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 himself/herself as its \_\_\_\_\_ Secretary.

WITNESS my hand and official seal, this the 16<sup>th</sup> day of December, 2019.

Susan E. Langley

NOTARY PUBLIC

My Commission Expires: March 18, 2024



**Crooked Creek Homeowners Association, Inc.**

**Declarations and By-Laws Amendment Ballot**

**December 2019**

Yes, I vote to amend  \_\_\_\_\_

No, I vote not to amend  \_\_\_\_\_

Printed Name

Beverly Barden

Signature

Beverly Barden

Unit Address

305



**Crooked Creek Homeowners Association, Inc.**

**Declarations and By-Laws Amendment Ballot**

**December 2019**

Yes, I vote to amend

✓

No, I vote not to amend

\_\_\_\_\_

Printed Name

Brenda D. Woodruff

Signature

Brenda D. Woodruff

Unit Address

303 Crooked Creek Ln

**Crooked Creek Homeowners Association, Inc.**

**Declarations and By-Laws Amendment Ballot**

**December 2019**

Yes, I vote to amend

Nan Pope ✓

No, I vote not to amend

\_\_\_\_\_

Printed Name

Nan Pope

Signature

Nan Pope

Unit Address

502



**Crooked Creek Homeowners Association, Inc.**

**Declarations and By-Laws Amendment Ballot**

**December 2019**

Yes, I vote to amend \_\_\_\_\_

No, I vote not to amend \_\_\_\_\_

Printed Name

Ernie W Darrow

Signature

Ernie W Darrow

Unit Address

501

**Crooked Creek Homeowners Association, Inc.**

**Declarations and By-Laws Amendment Ballot**

**December 2019**

Yes, I vote to amend  \_\_\_\_\_

No, I vote not to amend \_\_\_\_\_

Printed Name

\_\_\_\_\_  
SUSAN T. BARTH

Signature

\_\_\_\_\_  
*Susan T. Barth*

Unit Address

\_\_\_\_\_  
204



**Crooked Creek Homeowners Association, Inc.**

**Declarations and By-Laws Amendment Ballot**

**December 2019**

Yes, I vote to amend   ME  

No, I vote not to amend \_\_\_\_\_

Printed Name

MARGARET CLEARY

Signature

M. Cleary

Unit Address

201 Crooked Creek Wilmington, NC 28409

**Crooked Creek Homeowners Association, Inc.**

**Declarations and By-Laws Amendment Ballot**

**December 2019**

Yes, I vote to amend  \_\_\_\_\_

No, I vote not to amend  \_\_\_\_\_

Printed Name

JOE SEME

Signature

*Joe Seme*

Unit Address

302 CROOKED CREEK LANE



**Crooked Creek Homeowners Association, Inc.**

**Declarations and By-Laws Amendment Ballot**

**December 2019**

Yes, I vote to amend   X  

No, I vote not to amend \_\_\_\_\_

Printed Name

William J. Hart

Signature

William J. Hart

Unit Address

401

**Crooked Creek Homeowners Association, Inc.**

**Declarations and By-Laws Amendment Ballot**

**December 2019**

Yes, I vote to amend  \_\_\_\_\_

No, I vote not to amend \_\_\_\_\_

Printed Name

Penny Cromer / John Cromer

Signature

Penny Cromer / John Cromer Jr

Unit Address

503 Crooked Creek Road



**Crooked Creek Homeowners Association, Inc.**

**Declarations and By-Laws Amendment Ballot**

**December 2019**

Yes, I vote to amend ✓ RMB

No, I vote not to amend \_\_\_\_\_

Printed Name

Katherine M Beams

Signature

Katherine M Beams

Unit Address

402

**Crooked Creek Homeowners Association, Inc.**

**Declarations and By-Laws Amendment Ballot**

**December 2019**

Yes, I vote to amend       ✓      

No, I vote not to amend \_\_\_\_\_

Printed Name

      Randall Broadfoot      

Signature

      *Randall Broadfoot*      

Unit Address

      504 Crooked Creek Lane





**Crooked Creek Homeowners Association, Inc.**

**Declarations and By-Laws Amendment Ballot**

**December 2019**

Yes, I vote to amend

No, I vote not to amend

Printed Name

Trent Westmoreland

Signature

Trent Westmoreland

Unit Address

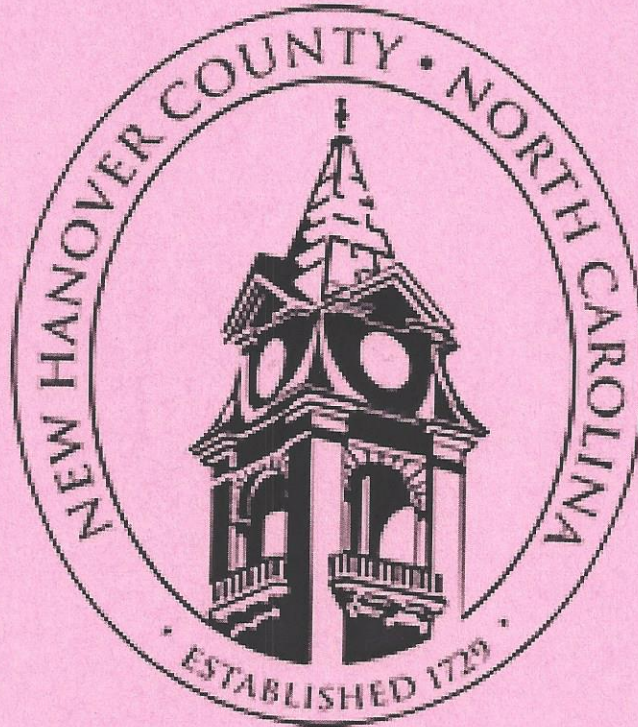
304 Crooked Creek



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 910-798-7716



\*\*\*\*\*

State of North Carolina, County of NEW HANOVER  
Filed For Registration: 12/18/2019 10:50:56 AM  
Book: RB 6271 Page: 707-743  
37 PGS \$110.00  
Real Property \$110.00  
Recorder: ANGELA ENGLISH  
Document No: 2019041465

\*\*\*\*\*

**DO NOT REMOVE!**

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.