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ASSISTANT

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NEW HANOVER COUNTY, NC

TAMMY THEUSCH BEASLEY

REGISTER OF DEEDS

NC FEE \$26.00

**STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER**

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF WILLOW GLEN ESTATES AT BEAU RIVAGE
PLANTATION SECTION TWO-A**

This Amendment is made and entered into as of the 14th day of January, 2020 by WILLOW GLEN ESTATES AT BEAU RIVAGE PLANTATION HOMEOWNERS' ASSOCIATION II, INC., a North Carolina non-profit corporation operating in New Hanover County.

WITNESSETH:

WHEREAS, WILLOW GLEN ESTATES AT BEAU RIVAGE PLANTATION HOMEOWNERS' ASSOCIATION, II, INC. ("Association"), is the homeowner's association for a real estate development located in New Hanover County, North Carolina, which is more particularly described as shown upon a map recorded in Map Book 50 at Page 185, Map Book 60, Page 83 and Map Book 60, Page 117 of the New Hanover County Registry and all successive phases in Section Two; and

WHEREAS, Sanders Road Developers, LLC ("Declarant") caused the Declaration of Covenants, Conditions and Restrictions of Willow Glen Estates at Beau Rivage Plantation Section Two-A (the "Declaration") to be recorded in Book 5096, Page 2396 of the New Hanover County Registry; and

WHEREAS, Declarant, Stephen Barry Sandman ("SBS"), and Andrew K. Sandman and wife, Jennifer Patch Sandman ("Andrew and Jennifer Sandman") caused the First Amendment to Declaration of Covenants, Conditions and Restrictions of Willow Glen Estates at Beau Rivage Plantation Section Two-A (the "First Amendment to Declaration") to be recorded in Book 5615, Page 1380 of the New Hanover County Registry;

at Beau Rivage Plantation Section Two-A (the "First Amendment to Declaration") to be recorded in Book 5615, Page 1380 of the New Hanover County Registry;

WHEREAS, Declarant assigned its rights and obligations as Developer, Owner, Declarant and Successor Declarant to WGNH, LLC ("WGNH") by written Assignment recorded in Book 5810, Page 319 of the New Hanover County Registry; and

WHEREAS, WGNH and the Association caused the Supplement To Declaration of Covenants, Conditions and Restrictions of Willow Glen Estates at Beau Rivage Plantation Section Two-A (the "Supplement") to be recorded in Book 5863, Page 2946 of the New Hanover County Registry; and

WHEREAS, WGNH and the Association caused the Supplement To Declaration of Covenants, Conditions and Restrictions of Willow Glen Estates at Beau Rivage Plantation Section Two-A (the "Second Supplement") to be recorded in Book 5864, Page 1436 of the New Hanover County Registry; and

WHEREAS, WGNH assigned its rights and obligations as Developer, Owner, Declarant and Successor Declarant to Ralph Huff Holdings, LLC by written Assignment recorded in Book 5866, Page 512 of the New Hanover County Registry; and

WHEREAS, Ralph Huff Holdings, LLC and Dominion Land Corporation, a North Carolina corporation, caused to be recorded a Supplemental Declaration in Book 5872, Page 2074 of the New Hanover County Registry; and

WHEREAS, Ralph Huff Holdings, LLC, Great Oaks Property Holdings, LLC and Pelican Property Holdings, LLC, caused to be recorded an Amendment to Declaration of Covenants, Conditions and Restrictions of Willow Glen Estates at Beau Rivage Plantation Section Two-A (the "Third Amendment") to be recorded in Book 5992, Page 1860 of the New Hanover County Registry; and

WHEREAS, Article 32 of the Declaration permits amendment of the Declaration by an instrument executed by the owners of not less than two-thirds (2/3) of the lots to which the restrictions apply and North Carolina General Statute 47F-2-117 permits amendment of the Declaration by affirmative vote or written agreement signed by owners of lots to which at least 67% of the votes in the association are allocated.

WHEREAS, on November 6, 2019, the annual meeting of the Members of the Association was held at which a quorum was present. At the meeting, these amendments were presented and signatures were collected at the meeting and following the meeting. Sixty-seven percent (67%) of the Owners have signed the following amendments to the Declaration.

NOW, THEREFORE, the undersigned officers of the Association do hereby certify the following amendments have been properly adopted by the Members as indicated by the written agreement of owners of lots to which at least 67% of the votes in the Association are allocated:

Amendment 1:

The last sentence of the second paragraph of Section 4, TEMPORARY STRUCTURES AND OTHER STRUCTURES, shall be deleted and replaced with the following:

“No Permitted structure, permanent or temporary, shall encroach on any Common Area, easement or property owned by another Lot Owner.”

Amendment 2:

A new paragraph shall be added to the end of Section 4:

“Permanent structures or additions to any home must be approved by the ARC prior to construction. These structures or additions must be integral to the house and consistent in design, architecture, color(s), and building materials. Examples include room additions or extensions, garage extensions, and storage structures.”

Amendment 3:

A new paragraph shall be added to the end of Section 4:

“Outside structures such as pergolas, gazebos and the like are permitted only with prior approval of the ARC. All such structures shall be painted or stained in a color consistent with that of the house with the approval of the ARC, unless constructed of natural cedar.”

Amendment 4:

Section 5 shall be deleted and replaced with the following:

“The addition of any structure, permanent or temporary (e.g. shed, outside structure, porch enclosure, patio, curbing, and the like) as well as substantial addition(s) or change(s) to landscaping plans is subject to prior approval of the ARC. All such plans shall be submitted by the Lot Owner to the ARC for review and approval PRIOR to commencement of any work. Any such additions made without ARC approval may be subject to removal by the Lot Owner and/or subject to fines. All ARC requests submitted by the Lot Owner shall include full architectural and/or landscaping site plans, drawings, constructions specifications and other such documents the ARC may request. The ARC shall comply with the Declaration when evaluating such requests. When considering elements not clearly addressed by the Declaration, the ARC decision will reflect the spirit and intent of the Declaration, as interpreted by the ARC.

The ARC shall have Thirty (30) days from the verified date of receipt of the required plans, within which to review, discuss, approve, disapprove, or hold any request in

abeyance. If such request is to be held in abeyance, the Lot Owner shall be notified in writing. In the event of failure to approve or disapprove any such verified and received plans and requests within thirty (30) days, the Lot Owner may proceed as if approved. However, all such proposed plans and landscaping must be consistent with that of this community.

Lot Owners may appeal ARC disapproved or denied requests to the Board of Directors (BOD) for review and adjudication. The Board of Directors, or an appointed judicial committee, shall investigate, communicate, and render final judgment of all such appeals. The judgment ruling shall be communicated to the Lot Owner, in writing, within sixty (60) days of the verified receipt date of the appeal.

The Association assumes no responsibility for any damages arising from any approved project. That responsibility belongs solely to the Lot Owner.

Amendment 5:

The first sentence of Section 7A shall be deleted and replaced with the following:

“Lot Owners and/or current occupants (including lessees) of any Lot will assume sole responsibility to keep the Lot well maintained. This includes the main residence, any structure attached or unattached to a main residence, any yard improvements, grounds, drainage easements and/or right -of-way areas. All Lots must be maintained in a manner consistent with the standards contained herein and with other Lots in the Willow Glen subdivision.”

Amendment 6:

The following shall be added as a fifth paragraph of Section 7A:

“Any exterior damage repairs, as well as improvements to any structure on the Lot shall be made in a reasonable time frame mutually agreed to by the Lot Owner and the ARC. Exteriors of all structures, driveways and walkways shall be kept clean and free of mold and mildew. Right-of-Way areas on the front and sides of individual Lots shall be maintained by the Lot Owner. Storm drains shall be kept clear of debris. Wood and siding surfaces shall be cleaned and painted to replace chipping, peeling and fading paint. A change of paint color(s) requires prior approval from ARC.”

Amendment 7:

Section 7F., RECREATIONAL VEHICLE/BOATS shall be deleted and replaced with the following:

F. RECREATIONAL VEHICLE(S)/BOATS/TRAILERS

The open storage of boats, motorboats, personal watercraft, campers, trailers, recreational vehicles, motor homes, or similar type vehicles is prohibited in Willow Glen Estates. Any

such equipment stored at Willow Glen Estates must be completely housed in a garage, or an ARC approved and attached storage structure, with the containment door(s) closed. These items must not be visible to persons on other Lots, the roadways of Willow Glen Estates, adjacent properties, or common areas. Exceptions and Other Conditions are noted below:

- a. Given this is a coastal community, vehicles and boats may be TEMPORARILY parked along the street, or on the driveway, for the purpose of occasional transfer or routine, simple maintenance and cleaning tasks. Maintenance tasks such as engine repair, hull repair, oil changes, painting, sanding, and other similar work is prohibited in Willow Glen Estates unless performed wholly within the garage. This temporary privilege applies only to those vehicles and boats that are the legal property of Willow Glen residents.
- b. If the resident desires that their vehicle or boats (as defined above) be kept between midnight and 6AM in Willow Glen Estates, he or she must contact the Board or the HOA Management Company (email or telephone call) for approval to do so. If the request is approved, the resident must park the equipment in their driveway and the temporary open parking shall not exceed two (2) nights.

Amendment 8:

Section 7G., **GARAGE SALES/YARD SALES/RUMMAGE SALES** shall be deleted and replaced with the following:

G. GARAGE SALES/YARD SALES/RUMMAGE SALES

1. There shall be one (1) annual yard/garage sale for the community, the date of which to be determined by the Association's Board of Directors, and giving residents at least 60 days' notice of such event. On such date provided, the main gate to the subdivision will remain open from 8AM to 5PM.
2. No additional "garage sales", "yard sales" or the like shall be allowed on any Lot in the subdivision.

Amendment 9:

Section 7I. **POOLS/OUTDOOR SHOWERS/HOT TUBS** shall be added:

I. POOLS/OUTDOOR SHOWERS/HOT TUBS

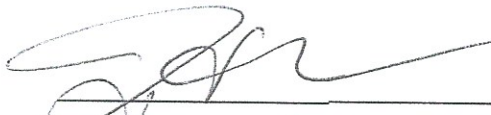
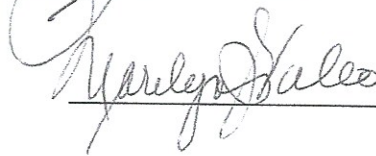
1. Above ground swimming pools are strictly prohibited on any Lot.
2. All in ground swimming pools are subject to ARC approval and the decking and landscaping must bring the total build upon area for the Lot under the maximum allocated for the Lot pursuant to the Subdivision's Stormwater permit.

3. Outdoor showers are permitted, subject to ARC approval
4. Hot Tubs may be permitted with prior ARC approval with the following guidelines- Must NOT be visible from the street and located in what is defined in these Amendments as a Lot's backyard. -Must be within 10 feet of the closest part of the home. -Must be installed on a load bearing patio or other hard surface, all of which require an ARC request and approval. -Must be securely covered when not in use. -Maintenance and security are of paramount importance and are the Owner's responsibility.

IN TESTIMONY WHEREOF, for the purpose of certifying the adoption of the amendments aforesaid, this document has been executed on behalf of the Association by its President, attested by its Secretary, and its seal affixed hereto, all by order of the Board of Directors and the membership of the Association first duly given.

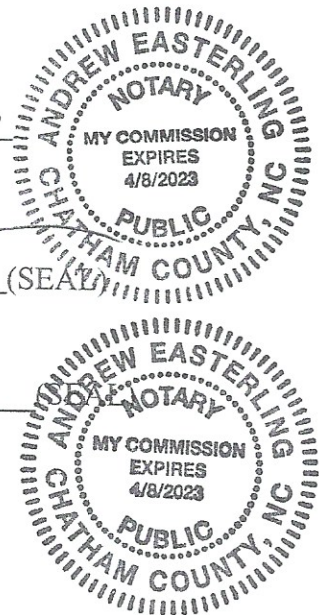
WILLOW GLEN ESTATES AT BEAU RIVAGE PLANATION HOMEOWNERS' ASSOCIATION II, INC.

By: Hunter Brown, President


 _____ (SEAL)


Attested By: Marilyn Valeo, Secretary


CORPORATE SEAL:



State of North Carolina - County of New Hanover

I, the undersigned Notary Public of the County and State aforesaid, certify that Hunter Brown personally came before me this day and acknowledged that she is the President of WILLOW GLEN ESTATES AT BEAU RIVAGE PLANATION HOMEOWNERS' ASSOCIATION II, INC., a North Carolina non-profit corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 14 day of January, 2020.

My Commission Expires: 4/8/2023



 Notary Public

SEAL:

