



Doc ID: 014049900010 Type: CRP  
Recorded: 09/26/2018 at 02:34:31 PM  
Fee Amt: \$26.00 Page 1 of 10  
Onslow County, NC  
Rebecca L. Pollard Reg. of Deeds

BK 4841 PG 691-700

STATE OF NORTH CAROLINA  
COUNTY OF ONSLOW

**SECOND AMENDMENT TO DECLARATION OF  
EASEMENTS, COVENANTS AND RESTRICTIONS  
FOR WARD FARM COMMERCIAL SUBDIVISION  
AND WARD VILLAGE RESIDENTIAL  
SUBDIVISION**

Prepared by: Gaylor Edwards & Vatcher, P.A.  
219 New Bridge Street  
Jacksonville, NC 28540

**THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR WARD FARM COMMERCIAL SUBDIVISION AND WARD VILLAGE RESIDENTIAL SUBDIVISION (the "Second Amendment"),** is made this 4th day of September, 2018, by and among **WARD FARM, L.L.C.**, a North Carolina limited liability company, being hereinafter referred to as the "**Declarant,**" **COSTA CRISTAL, LLC**, a North Carolina limited liability company, hereinafter referred to as "**Costa Cristal,**" **WARD FARM OWNERS' ASSOCIATION, INC.**, a North Carolina non-profit corporation, being hereinafter referred to as "**Commercial Association,**" and **WARD VILLAGE HOMEOWNERS' ASSOCIATION, INC.**, a North Carolina non-profit corporation, being hereinafter referred to as "**Residential Association**":

**WHEREAS,** Declarant, Costa Cristal, Swansboro Methodist Church, Inc., a North Carolina non-profit corporation, and Ward Shore Builders, Inc., a North Carolina corporation, heretofore caused to be recorded a First Amendment to the Declaration of Easements, Covenants and Restrictions for Ward Farm Commercial Subdivision and Ward Village Residential Subdivision in Book 3960, Page 459, in the Office of the Register of Deeds of Onslow County, North Carolina, the "**Declaration**";

**WHEREAS,** Article XXIV, Section 24.03 of the Declaration, authorizes the Commercial Declarant, by affirmative vote of the Owners of fifty-one percent (51.0%) of all of the votes in the Commercial Association to amend provisions in Articles III through XI, inclusive;

**WHEREAS**, Article XXIV, Section 24.04 of the Declaration, authorizes the Residential Declarant, by affirmative vote of the Owners to whom not less than sixty-seven percent (67%) of all votes in the Residential Association, to amend Articles XII through XX, inclusive, of the Declaration;

**WHEREAS**, Article XXIV, Section 24.05 of the Declaration, authorizes both Associations, by affirmative vote of the Owners of fifty-one percent (51.0%) of all of the aggregate votes in both Associations to amend provisions in Articles I, II, XXI, XXII, XXIII and XXIV.

**WHEREAS**, Declarant desires to amend the Declaration as hereinafter provided, and has received the affirmative vote of the requisite percentages of votes of both Associations;

**NOW, THEREFORE**, the Declarant, Commercial Association and Residential Association, do hereby modify and amend the Declaration as follows:

1. All references to Ward Shore Builders, Inc. in the Declaration are hereby stricken and deleted in their entirety.
2. For clarification and ease of interpretation of the Declaration, Articles I, II, XXI, XXII, XXIII and XXIV apply to and are binding upon the Commercial Subdivision and Residential Subdivision; Articles III through XI, inclusive, apply to and are binding upon only the Commercial Subdivision, and Articles XII through XX, inclusive, apply to and are binding upon only the Residential Subdivision.
3. Article I, Definitions, the following definitions are hereby amended and restated as follows:

(N) "Commercial Development Period" means the period commencing on the date on which this Second Amendment is recorded in the Office of the Register of Deeds of Onslow County, North Carolina and terminating on the earlier to occur of: (i) when Declarant no longer owns a Lot in the Commercial Subdivision; (ii) the date that Declarant relinquishes in writing Declarant's right to appoint Directors to the Commercial Board; or (iii) the occurrence of the date twenty (20) years from the date of recording this Second Amendment, renewable for an additional twenty (20) year period with the written consent of a majority of the Commercial Lot Owners, other than the Declarant.

(U) "Commercial Property" or "Commercial Subdivision" shall mean and refer to that certain real estate described in Exhibit A, as may now be, or is hereafter, subdivided and/or reconfigured by recordation of a duly authorized recorded plat and all other real estate that may be annexed into this Declaration and the Commercial Property by the Declarant.

(AA) "Dwelling Unit" shall mean and refer to an individual family living unit situated in the Residential Property or Commercial Property.

(UU) "Residential Declarant" shall mean and refer to WARD FARM, L.L.C., a North Carolina limited liability company, its successors and assigns, as the Residential Declarant, sometimes referred to as "Declarant".

(VV) "Residential Development Period" means the period commencing on the date on which this Second Amendment is recorded in the Office of the Register of Deeds of Onslow County, North Carolina and terminating on the earlier to occur of: (i) when Declarant no longer owns a Lot in the Residential Subdivision; (ii) the date that Declarant relinquishes in writing Declarant's right to appoint Directors to the Residential Board; or (iii) the occurrence of the date twenty (20) years from the date of recording this Second Amendment, renewable for an additional twenty (20) year period with the written consent of a majority of the Residential Lot Owners, other than the Declarant.

(CCC) "Residential Property" or "Residential Subdivision" shall mean and refer to that certain real estate described in Exhibit "B" as may now be, or is hereafter, subdivided and/or reconfigured by recordation of a duly authorized recorded plat and all other real estate that may be annexed into this Residential Subdivision, and the Residential Association, by the Declarant.

4. Article IV, Section 4.07, Maintenance Obligation of the Commercial Lot Owners, is amended as follows:

Section 4.07(C) is modified and restated to read: Not to change the paint color or otherwise alter, decorate or change the appearance of any exterior portion of his/her Improvements, without the prior written consent of the Commercial Association.

Section 4.07(E) is modified by deleting the references to Section 5.03 and Section 10.07 in paragraph (E), and substituting therefore Section 5.04.

5. Article V, Section 5.01, Commercial Regular Assessments is amended as follows:

Section 5.01(A) is amended by deleting the terms and provisions set forth therein and substituting the following in its entirety:

(A) The **annual** Commercial Regular Assessments for the payment of Stormwater Maintenance and other Commercial Common Expenses shall be made in the manner provided herein. The Commercial Regular Assessment is established for the benefit and use of the Commercial Association and shall be used to pay all Commercial Common Expenses. The annual initial minimum Commercial Regular Assessment for each Commercial Lot Owner for Stormwater Maintenance, and all other Commercial Common Expenses shall be as set forth in Section 5.03, below. The Commercial

Owner's first Regular Assessment (or prorated portion thereof for a partial calendar year) as determined in accordance with Section 5.03 is to be paid upon the closing of the sale and purchase of the Commercial Owner's Lot. The Declarant shall not be obligated to pay Commercial Regular Assessments, but shall pay the balance due for Commercial Stormwater Maintenance and other Common Expenses not covered by the Commercial Regular Assessments paid or payable by Lot Owners.

6. Article V, Sections 5.03(A) is deleted in its entirety, Sections 5.03(B) and (C), are hereby modified and amended, and new Section 5.03(D) is added, as follows:

(A) Deleted.

(B) Stormwater Maintenance Assessments. All Commercial Common Expenses relating to maintenance, repair, upkeep and compliance with the Commercial Stormwater Permit and Retention Pond and any drainage areas in the Commercial and Residential Subdivisions shall be divided among the Commercial Lot Owners, Residential Association, Hotel and Church in accordance with the following percentage shares:

<u>Lot #</u>	<u>BUA (square ft)</u>	<u>% Share</u>	<u>Initial Annual Amount</u>
1	7,600	1.00%	\$ 26.00
2	7,000	1.00%	\$ 24.00
3	16,500	3.00%	\$ 57.00
4	8,200	1.50%	\$ 29.00
5	8,000	1.50%	\$ 29.00
6	42,000	7.00%	\$ 146.00
7	46,700	8.00%	\$ 162.00
8	34,000	6.00%	\$ 118.00
9	35,800	6.00%	\$ 124.00
Residential Ass'n	276,600	39.00%	\$ 785.00
Hotel Property**	93,793	16.00%	\$1,500.00
Church Property***	72,500	10.00%	\$ 500.00
TOTAL	717,572	100.00%	\$3,500.00

\*\*The Hotel Property shall be responsible for the annual fee of \$1,500.00 or thirty-one percent (31.0%) of the total maintenance costs, whichever is greater, pursuant to the Agreement recorded in Book 3382, Page 687, Onslow County Registry.

\*\*\*The Church Property shall be responsible for the annual fee of \$500.00 or its percentage share as calculated above, whichever is greater, pursuant to the Agreement recorded in Book 4821, Page 714-721, Onslow County Registry.

(C) All other Commercial Common Expenses shall be divided amount the Commercial Lot Owners in accordance with the percentage shares as follows:

Lot#	% Share	Initial Annual Amount
Hotel Property*		\$ 1,000.00
1	4.00%	\$ 185.00
2	3.00%	\$ 170.00
3	8.00%	\$ 400.00
4	4.00%	\$ 200.00
5	4.00%	\$ 194.00
6	20.00%	\$ 1,020.00
7	23.00%	\$ 1,135.00
8	17.00%	\$ 826.00
9	17.00%	\$ 870.00
TOTAL	100.00%	\$ 6,000.00

\*The Hotel Property is obligated to pay \$1,000.00 for Common Area maintenance costs pursuant to the Agreement recorded in Book 3382, Page 687, Onslow County Registry.

Section 5.03(D) Computations for Subdivided Commercial Lot or Lots In the event a Commercial Lot or Lots is or are subdivided in accordance with Section 8.06 of the Declaration, the Built Upon Area ("BUA"), Stormwater Maintenance Assessments and all other Commercial Common Expenses for such subdivided Commercial Lots shall be equal to the pro rata portion of the area of the original Commercial Lot or Lots.

7. Article V, Section 5.14. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses is amended by deleting the provisions set forth therein and substituting the following it its entirety:

When the holder of a first mortgage or first deed of trust of record or grantee of a Commercial Lot acquires title to the Commercial Lot as a result of a foreclosure of the first mortgage, first deed of trust, or by deed in lieu of foreclosure, such grantee of title shall not be liable for Commercial Regular or Special Assessments charged to said Commercial Lot which became due prior to the recordation of the deed of conveyance to such Commercial Lot in the Onslow County Registry. This provision shall not relieve such grantee from payment of all assessments and charges accruing after the date of recordation of said deed.

8. Article XI, Commercial Association Insurance, is hereby amended by deleting the entire Article and substitution of the following:

Section 11.01. General Insurance. The Commercial Association shall carry a master policy of fire and extended coverage, vandalism, malicious mischief and liability insurance, and if required by law, workmen's compensation insurance with respect to the Commercial Subdivision and the Commercial Association's administration thereof in accordance with the following provisions:

