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Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 4463 PG 496-508

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OLD DOCK PLANTATION
PHASE 1 and PHASE 2A

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OLD DOCK PLANTATION PHASE 1 AND PHASE 2A, made on the date hereinafter set forth by WILMINGTON WEST PROPERTIES, LLC, hereinafter referred to as "Declarant" or "Developer".

WITNESSETH:

WHEREAS, Declarant is now the owner of certain property in Onslow County, North Carolina, which is more particularly described as OLD DOCK PLANTATION, PHASE 1 as shown on that map of same recorded in Map Book 61 at Page 126 in the Onslow County Registry (hereinafter referred to as "OLD DOCK") as well as other real property located adjacent to and contiguous with OLD DOCK;

WHEREAS, the real property known as OLD DOCK was previously owned by Raintree Development Corporation who caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions for OLD DOCK PHASE 1 in Book 3607 at Page 222 in said Registry;

WHEREAS, following a foreclosure by special proceeding, Old Dock Plantation was conveyed by Trustee's Deed to JACK G. STOCKS recorded on October 2, 2014 in Book 4067, Page 59 in the Onslow County Registry; and

WHEREAS, Old Dock Plantation was sold by Jack G. Stocks to WILMINGTON WEST PROPERTIES, LLC by deed recorded on February 24, 2014 in Book 4118, Page 405 in the Onslow County Registry; and

WHEREAS, WILMINGTON WEST PROPERTIES, LLC caused to be recorded that First Amendment to Declaration of Covenants, Conditions and Restrictions and Easements of Old Dock Plantation to add Phase 2A in Book 4243, Page 611 of said Registry; and

WHEREAS, Declarant as the present owner and developer wishes and intends to restate the covenants, conditions and restrictions pertaining to OLD DOCK PLANTATION, all phases, and subject all of the lots of OLD DOCK PLANTATION, all phases to this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Declarant hereby declares that all of the properties, including all lots, described above shall be held, sold and conveyed 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 real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to OLD DOCK PLANTATION OWNERS ASSOCIATION, or its successors and assigns, a non-profit corporation formed or to be formed by the Declarant as an association for the lot owners of OLD DOCK PLANTATION, all sections and phases.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, known as OLD DOCK PLANTATION, PHASE 1, and/or such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property, if any, (including the improvements thereto) owned or maintained (subject to the authority of the Declarant) by the Association for the common use, benefit and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to those enumerated parcels of land upon which single family residences may be built as shown upon those maps recorded in the Onslow County Registry for OLD DOCK, and all future phases or sections as may hereafter be brought within the properties. As used herein, "Lot" does not include "common areas".

Section 6. "Declarant" or "Developer" shall mean and refer to WILMINGTON WEST PROPERTIES, LLC, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant or Developer for the purpose of development.

Section 7. "Undeveloped Lot" shall mean a lot which has not been subdivided or platted for sale or building purposes.

Section 8. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for OLD DOCK PHASE 1.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area (if any) now owned or owned in the future by the Association which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the Common Areas by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) vote of the members of the Association has been recorded;

(c) due to noise concerns, safety, liability and property damage reasons, no motorized, gas or electric vehicles, including dirt bikes and all terrain vehicles (ATV's) are permitted on the

common areas or grounds of the properties. Only maintenance equipment needed to maintain the grounds are exempt from this rule.

(d) the rights of the Declarant as set forth herein in these Covenants, Conditions and Restrictions for OLD DOCK PLANTATION and amendments thereto.

(e) the right of ingress, egress and regress over and across any private roads or streets, if any, shown on any recorded maps of OLD DOCK PLANTATION.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment 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. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total vote outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) on December 30, 2020.

Section 3. Management of the affairs of the Association shall be the right and responsibility of its Board of Directors in accordance with this Declaration and the By-Laws, PROVIDED, HOWEVER, that any powers and duties exercised by the Board of Directors shall not affect, reduce or impair the authority or power of the Declarant to exercise its rights as developer, including, but not limited to, matters pertaining to planning, drainage, grading and subdivision plans.

ARTICLE IV COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided and (3) such other assessments or charges as the Declarant or the Board of Directors shall determine, including penalties for late payments. The annual and special assessments, together with fines, penalties, interest, costs and reasonable attorney's fees as determined by the Declarant or Association, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such

property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of all easements, utilities and the Common Area, specifically including, but not limited to, the maintenance, repair and replacement of streets and roads, if any, utility easements, stormwater drainage facilities and easements, delegated or dedicated to the Association by the Declarant, and maintenance and repair of all other utility facilities and utility equipment not otherwise maintained and repaired by municipal, public or private utility authorities or Lot owners. The assessments shall also be used for the costs of enforcing this Declaration, and the payment of all other expenses associated with the Common Areas, including the prompt and full payment of all ad valorem property taxes and insurance for said common area(s), if any. In addition, the assessments shall also be used for doing any other thing(s) necessary or desirable in the opinion of the Association to keep the property in neat and good order, and to provide for the health, welfare and safety of the Owners and residents of OLD DOCK PLANTATION.

Section 3. Annual Assessment. A lot shall not be subject to annual assessments until the lot is sold by the Declarant to an Owner other than the Declarant, a single family residence is built upon said lot and conveyed to a person, persons or other entity who will occupy said residence.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be determined by the Declarant.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% only by a vote of two-thirds (2/3) of the members entitled to vote who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum as desired.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Insurance. The Board of Directors, on behalf of the Association, as a common expense, shall at all times keep the property, if any, of the Association insured against loss or damage by fire or other hazards and other such risks, including, but not limited to, directors' liability and public liability insurance, upon such terms and for such amounts as may be reasonably necessary from time to time to protect the Properties and Common Area, if any, which insurance shall be payable in case of loss to the Association for all members. The Association shall have the sole authority to deal with the insurer in the settlement of claims. Such insurance shall be obtained without prejudice to the right of each member to insure his personal property for his own benefit at his own expense. In no event shall the insurance coverage obtained by the Association be brought into contribution with insurance purchased by members or their mortgagees. An individual lot owner's liability for damage to the common areas shall not be absolute, but rather only that determined in accordance with North Carolina law.

Section 6. Insurance Assessments. All insurance policy premiums on the Common Areas for the benefit of the Association purchased by the Board of Directors or its designee and any

deductibles payable by the Association upon loss shall be a common expense, and the Association shall levy against the Owners equally as an additional annual assessment, (herein called "Insurance Assessment") which shall be in addition to the amounts provided for under Section 3 above, an amount sufficient to pay the annual cost of all such insurance premiums.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. No provision in this Section 7 shall operate to prevent the Declarant from enjoying and exercising the rights set forth in Article III above.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 9. Date of Commencement of Annual Assessments: Due Dates. Subject to the provisions of Section 3 hereinabove, the first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. Notwithstanding any language to the contrary herein, as long as the Developer is actively developing OLD DOCK PLANTATION then the Developer may, in its sole discretion, choose not to levy or assess any lots for assessments.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate in effect when due along with such other penalties, fines, costs, expenses and attorney's fees as determined by the Declarant or Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Failure to pay assessments does not constitute a default under any insured mortgage owed by an Owner.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Mortgagees are not required to collect assessments.

Section 12. Maintenance by Association. The Association shall be responsible for maintaining, repairing and replacing all areas, facilities, easements and other matters referred to in Article IV, Section 2 above as may be delegated, directed or assigned by the Declarant.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. No dwelling, residence, building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape,

height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, or its designee, or if applicable, the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with provided that such addition, construction or alteration is in conformity with the overall plan, design and appearance of OLD DOCK PLANTATION in general. Refusal or approval of any such plans, location or specification may be based upon any reasonable ground that in the sole and uncontrolled discretion of the Declarant or Architectural Control Committee shall be deemed sufficient. One copy of all plans and related data shall be furnished to the Declarant or Architectural Control Committee, as the case may be, for its records. Neither the Declarant nor the Architectural Control Committee shall be responsible for any structural or other defects in plans and specifications submitted to it or any structure erected according to such plans and specifications.

Section 2. Developer's Rights. All duties and responsibilities conferred upon the Board of the Architectural Control Committee by this Declaration or the Bylaws of the Association shall be exercised and performed by the Declarant or its designee, so long as Declarant shall own any lot in the Properties or any additions annexed thereto by Supplemental Declaration or Amendment to this Declaration. Declarant reserves all rights as to planning, installation and construction of all matters concerning grading and drainage and all matters involving or pertaining to engineering and architectural matters. In addition, the Declarant shall have sole authority as to matters requiring compliance or adherence to state or county planning, land use, drainage and stormwater requirements or regulations.

Section 3. Approval of Plans:

(a) No house plans will be approved unless the proposed house shall have a minimum of 1300 square feet of finished (heated) area as defined by the National Association of Home Builders Accredited Standard Committee's Proposed Standards Approved Sept. 30, 1995. The term "enclosed dwelling area" as used in the minimum requirements shall be the total finished/heated enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches and like areas.

(b) The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder, due to strikes, fires, national emergency, or natural calamities.

(c) No improvement shall be erected, altered, placed upon, or permitted to remain on any lot other than one detached single family dwelling and garage or garages (whether attached or detached to the dwelling). No detached garage shall be more than one story in height and shall never be used for living quarters of any kind, either for guests, members of the family or servants, and the construction or maintenance of so-called "garage-apartments" on any lot is expressly prohibited. Storage and utility buildings, in conformity with the dwelling constructed on said lot, may be allowed only with the express written consent of the Developer.

ARTICLE VI
EASEMENTS

Section 1. Easements are reserved and may be granted by Declarant (or the Association, once the Declarant has assigned or transferred management and control of the Association to the owners) as necessary in the Common Areas, if any, for installation and maintenance of underground utilities and drainage facilities.

Section 2. An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon the lots and Common Area in the performance of their duties.

Section 3. In case of an emergency originating in or threatening any lot or the common areas and facilities, regardless of whether any Lot Owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it, shall have the right to enter upon any lot for the purpose of remedying or abating the causes of such emergency and making any other necessary repairs not performed by the Lot Owners, and such right of entry shall be immediate.

Section 4. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground with men and equipment to erect, maintain, inspect, repair and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in, or over each lot and such other areas as are shown on the plat of the Properties recorded or to be recorded in the office of the Register of Deeds of Onslow County; provided further, that the Declarant may cut drain ways for surface water whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas, or on any residential lot now or subsequently designated for such use or to locate same upon any lot with the permission of the owner of such lot. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 5. The Declarant reserves unto itself, its successors and assigns, the right to subject the real property in this Subdivision to a contract with JONES ONSLOW ELECTRIC MEMBERSHIP COOPERATIVE for the installation of street lighting, which contract may or will require a continuing payment to JONES ONSLOW ELECTRIC MEMBERSHIP COOPERATIVE for street lighting service.

Section 6. All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof, regardless of whether or not reference to said easement is made in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration.

ARTICLE VII UTILITIES

Section 1. Water Service. Water service for OLD DOCK PLANTATION shall be provided by Onslow County. No lot owner may drill or otherwise construct a water well on any lot in OLD DOCK PLANTATION, or use any other source of water supply for household use, except for irrigation purposes, and then only with the consent of Onslow County. All charges for water service will be the responsibility of each individual lot owner.

Section 2. Sewer Service. Sewer service for OLD DOCK PLANTATION shall be provided by a septic system for each lot. No lot owner may construct or install a sewage disposal system of any type or nature on any lot in OLD DOCK PLANTATION, without the express consent of the appropriate agency of Onslow County. All charges for sewer service will be the responsibility of each individual lot owner.

ARTICLE VIII FIDELITY BONDS

Section 1. General. The Association shall maintain blanket fidelity bonds for all officers, directors, employees and all other persons handling or responsible for funds of the Association. If the Association shall delegate some or all of the responsibility for the handling of its funds to a management agent, such fidelity bonds shall be maintained by such management agent for its

officers, employees and agents handling or responsible for funds of or administered on behalf of the Association.

Section 2. Amount of Coverage. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three months aggregate assessments on all lots plus reserve funds.

Section 3. Other Requirements. Fidelity bonds required herein must meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee.

(b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.

(c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense.

(d) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association, to any insurance trustee and each Eligible Mortgage Holder.

ARTICLE IX GENERAL RESTRICTIONS

Section 1. No building or structure of any kind shall be located on any lot nearer than 25 feet from the front lot line. No building or structure of any kind shall be located on any lot nearer than 8 feet from any side or rear lot line, provided, however, if the owner of two or more adjoining lots shall elect to use them for one residence, the common boundary line or lines between the lots so used shall not be regarded as side boundary lines of the lots. Provided, that detached garages or approved storage or utility buildings may be constructed no nearer than 5 feet to the side or rear lines of any lot, provided, however, that no such structure or improvement shall encroach upon or be located within any easement shown on a recorded map. In computing the front and side setback distances called for in these restrictive covenants, measurements shall be from the base or ground level of the building or structure, and neither the overhang of eaves, not in excess of three feet, nor the establishment of uncovered stoops, patios, decks, or steps within the setback area, shall be considered a violation of this covenant. Regardless of the set back requirements set forth herein, lot owners shall comply with the greater of the building set back and separation distances established by the Onslow County Zoning and Subdivision Ordinances in effect at the time of construction of a dwelling or those set forth herein. Only with the written consent of the Developer, the front or side set back distances, exclusive of easements, as established by the Developer, herein may be waived or modified.

Section 2. The Developer reserves a 10-foot easement along the front lot line and a 5-foot easement along each side lot line and rear lot line of all lots in the subdivision for the purpose of the installation and maintenance of water, sewer, gas, electric, cable, telephone or other lines, cables, conduits, poles, pipes, and other equipment necessary or useful for furnishing electric power, gas, telephone service or other utilities, including water and sewer service, and for drainage. The 10-foot easement shall apply to all street frontages on lots having multiple street frontages. The Developer reserves the right to grant encroachment on these easements to utility companies to serve the subdivision.

Section 3. No culvert or pipe shall be placed in any street or road, ditch or drain unless it in all respects meets the standards set by the governmental authority having jurisdiction over the same.

No drainways along any lot within the subdivision shall be filled or modified except by the Developer or at the request of State, Federal or local agencies.

All driveways shall be paved with either asphalt or concrete and if applicable shall be piped with driveway pipes of not less than 20 feet in length. All lots shall be graded to provide a stable slope.

Section 4. No commercial trade or activity, or any noxious trade or activity whatsoever, shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to other lot owners. In the event yards in the subdivision are not properly maintained they may be cleaned by the Developer or Association at the owner's expense. Unsightly, inoperative junk cars and like eyesores cannot be maintained on any lot or on any street in the subdivision either prior to or after the dwelling has been erected and any such automobiles may be removed by the Developer at the lot owner's expense. This paragraph shall not be deemed to prohibit or limit in any way, the Developer or any person, company or firm approved by the Developer, from building houses or other improvements on the subject property and selling same.

Section 5. There shall not be placed or used on any lot any of the following structures: trailer, mobile home (including double-wide mobile home), tent, shack, garage apartment, barn, any other out building or any such structure of a permanent or temporary character. However, nothing herein shall be meant to prevent the construction (with Developer's consent) of storage and utility buildings as set forth in ARTICLE V above. It is the express intention of the Developer that no trailer or mobile home (including a double-wide mobile home) shall be allowed on said property. Nothing herein shall be construed to prevent the use, upon Developer's approval, as set forth in ARTICLE V above, of a prefabricated or modular home as long as same is consistent with the general development and the standards of quality of said subdivision and is not materially detrimental to the value of the subdivided lots in said subdivision.

Section 6. All buildings, structures and their appurtenances shall be maintained in a suitable state of repair, and in the event of destruction by fire or other casualty, premises are to be cleared and debris removed within ninety (90) days from date of such casualty.

Section 7. No animals, other than domesticated dogs, cats or other household pets, may be kept or housed on any lot. No dogs, cats or other household pets may be kept, bred or maintained for any commercial purposes, nor may they be kept in such numbers or of such nature as to be or become a nuisance to adjoining property owners or any residents of the subdivision. Any housing or shelter constructed for said domesticated dogs or cats shall be screened with fencing (or otherwise) that shall be approved by Declarant. Animals when not housed shall be on a leash at all times.

Section 8. No lot area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such materials may not be kept on any lots, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of construction of a dwelling, and as a part of the construction, the owner thereof shall generally landscape his lot so as to be in keeping with the yards of his neighbors. The front yard areas of all dwellings shall be generally smoothed and sodded at all street fronts. There shall be no mass clearing or stripping of trees from any lot without the written consent of the Developer. The covenant contained in this Section 8 shall not be construed to prohibit or prevent a contractor from constructing a residence or other approved improvements so long as said contractor shall dispose of all debris, unused materials or any other matter in a timely fashion.

Section 9. No fence shall be erected on any lot nearer the front property or lot line than the front corners of the house erected on said lot, and all fences erected shall not exceed six (6) feet in height and shall be constructed of wood or fiberglass type composition. Provided, however, no fencing may be allowed without written approval of Developer or an architectural committee if one has been formed.

Section 10. Except for lots upon which are located model homes constructed by builders approved by the Declarant, no signs of any type or description shall be placed on or displayed on any residential lot except signs "For Rent" or "For Sale," which signs shall not exceed six square feet in size. Model homes, including unrestricted signage, may remain in use as models as long as there are lots available for sale in said subdivision. Notwithstanding any language to the contrary, builders may erect in common areas temporary directional signs or signage not larger than six square feet in size.

Section 11. No boat, motor boat, camper, trailer, school bus, motor home, mobile home, truck rated over one (1) ton, or other vehicle similar to any of the same shall be permitted to remain on any lot, or in any parking space on or adjacent to any lot, unless written permission for the same is first obtained from the Declarant or unless the same is properly stored in an enclosed area such that no part of such vehicle is visible to anyone from the streets and roads of said subdivision. No motorized, gas or electric, motor bikes or all terrain vehicles (ATV's) shall be operated on the properties except for actual authorized maintenance purposes on an individual owner's lot.

Section 12. The following covenants are intended to ensure ongoing compliance with the State Stormwater Management Permit Number SW8110424, as issued by the Division of Water Quality under the Stormwater Management Regulations.

(a) The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.

(b) These covenants are to run with the land and be binding on all persons and parties claiming under them.

(c) The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

(d) Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Water Quality.

(e) The maximum allowable built-upon area per lot is 3700 square feet. 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.

(f) In the case of a lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that lot than is shown herein, the governing maximum built-upon area for that lot shall be the most restrictive of the two.

(g) Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons.

(h) Each lot will maintain a 30* foot wide vegetated buffer between all impervious areas and surface waters.

(i) All roof drains shall terminate at least 30* foot from the mean high water mark of surface waters.

*50 foot for projects located in the 20 coastal counties.

(j) Nothing other than grass shall be allowed or permitted to be placed within any drainage, water or sewer easement that is established on any lot by the map of said Phases referenced above. Not by way of limitation, but by way of example, shrubs, trees and other vegetation, fences, walls, storage buildings and all other structures and improvements, of whatever nature or kind, are prohibited from being located within any such easement area; and

(k) Any and all erosion from said lot occurring from or at the time of occupancy of any residence constructed on said lot must be stabilized and controlled as described hereinabove within ten (10) days of occupancy of said residence by the owner of record and it shall not be the responsibility of the Declarant; and

(l) The Declarant, its successors and assigns, shall have the absolute authority and right to design, construct and implement drainage and grading plans without the consent or approval of the Association; and

(m) Any and all other terms, conditions or restrictions contained within the Declaration which conflict with any of the provisions of this Section 12 are to be deemed and interpreted in strict accord and harmony with the provisions of this Section 12.

Section 13. No more than 3700 square feet of any lot, including that portion of the right-of-way between the edge of pavement and the front lot line, shall be covered by impervious structures, including asphalt, gravel, concrete, brick, stone, slate or similar material, not including wood decking or the water surface of swimming pools. This covenant is intended to ensure continued compliance with the stormwater permit issued by the State of North Carolina. This covenant may not be changed or deleted without the consent of the State.

Section 14. Developer shall have no responsibility for maintaining any drainage easements located on any lot. All maintenance for all easements located on any lot shall be the responsibility of the owner of said lot, his successors and/or assigns until the Class B membership ceases and converts to Class A memberships whereupon the Association shall be responsible. Within all utility and drainage easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in the easements.

Section 15. Notwithstanding any provision, covenant or language contained in the Declaration of Restrictions or any Declaration of Restrictions for any Phases of OLD DOCK PLANTATION, the undersigned hereby reserves for itself and for others as it may designate, the right to erect and use an office for construction, development and sales purposes with unrestricted signage.

Section 16. All lots in OLD DOCK PLANTATION, PHASE 1, shall be sodded in the front yards covering at a minimum from the street curb to the front property line. A minimum of five standard pallets of sod shall be used. Corner lots and lots which abut or are adjacent to two streets or roads shall be sodded in compliance with this covenant as to all sides of such lots which abut a street or road right of way.

ARTICLE X ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The Developer hereby reserves the right to annex additional land located adjacent to OLD DOCK PLANTATION which may be owned or hereafter acquired by the Declarant, without the consent of the Class A members within ten (10) years of the date of this instrument provided that HUD, the FHA, or VA determines that the annexation is in accord with the general plan hereto approved by them. Any property annexed for such purpose will be subject to and under the jurisdiction of the Association and shall be designated as consecutively numbered phases or such other similar designations for any additional phase added.

Section 2. The rights reserved by the Developer also include the power to amend this Declaration of Restrictions to subject any property described above to the jurisdiction of the Association and to the rights and obligations of this Declaration of Restrictions without the consent of Class A members, subject, however, to prior approval by the Department of HUD or the Veterans Administration.

ARTICLE XI

Section 1. Notwithstanding any provision in this Declaration of Covenants, Conditions and Restrictions the Developer has no duty or obligation to annex additional properties or develop or create additional phases to OLD DOCK PLANTATION or develop or create other subdivisions.

Section 2. In the event that the Developer does annex additional properties or create new phase(s) of OLD DOCK PLANTATION, then in that event the Developer reserves the right in its sole discretion to vary or alter the covenants contained in this Declaration as to the new sections, new subdivisions or additional properties.

ARTICLE XII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Notwithstanding any language to the contrary, the Declarant shall be authorized to amend this Declaration in its sole discretion, without the consent of any owner, at any time for a period of twenty-four (24) months next following the date of recording this instrument. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the Onslow County Register of Deeds.


Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE XIII SCOPE OF RESTRICTIONS

THESE RESTRICTIONS APPLY ONLY TO OLD DOCK PLANTATION, PHASES 1 and 2A AS THE SAME IS SHOWN ON MAPS REFERENCED ABOVE, AND NOTHING HEREIN IS INTENDED, NOR SHALL BE DEEMED, TO BE A REPRESENTATION, WARRANTY, COVENANT OR PROMISE THAT THESE RESTRICTIONS APPLY OR SHALL APPLY TO ANY OTHER REAL PROPERTY OWNED BY DEVELOPER. DEVELOPER FOR ITSELF, ITS SUCCESSORS AND/OR ASSIGNS, DECLARES THAT OLD DOCK PLANTATION, PHASES 1 and 2A ARE NOT PART OF ANY OVERALL PLAN FOR THE DEVELOPMENT OF ANY REAL PROPERTY OWNED BY DEVELOPER. NOTWITHSTANDING, DECLARANT RESERVES THE RIGHT AND OPTION, BUT NOT THE OBLIGATION, TO ADD ADDITIONAL PHASES AND LOTS AS SET FORTH HEREINABOVE.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this the 7th day of June, 2016.

WILMINGTON WEST PROPERTIES, LLC

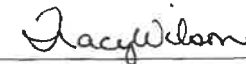
BY: 
Jeffrey P. Warner, Member Manager

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, Tracy Wilson, a Notary Public of the County of Brunswick, and State aforesaid, do hereby certify that JEFFREY P. WARNER personally came before me this day and acknowledged that he is Member Manager of WILMINGTON WEST PROPERTIES, LLC, and that, by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its Member Manager.

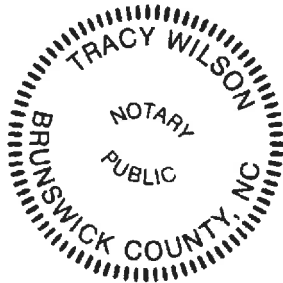
WITNESS my hand and notarial seal, this the 7th day of June, 2016.


Notary Public

My Commission Expires:

June 2, 2021

(AFFIX NOTARIAL SEAL)



BK 5393 PG 91 - 93

NORTH CAROLINA

SUPPLEMENTAL RESTRICTIONS TO
 OLD DOCK PLANTATION

ONSLOW COUNTY

PREPARED BY: F. DARRYL MILLS, ATTORNEY

THE SUPPLEMENTAL RESTRICTIONS (hereinafter "Supplemental") made and entered into this the 12th day of March, 2020 in the name of JACK G. STOCKS and RAINTREE DEVELOPMENT CORP. as it relates to the OLD DOCK PLANTATION restrictions recorded in Book 3607, Page 222 and Amended and Restated in Book 4463, Page 496 (hereinafter "Restrictions")

In conjunction with the creation of Old Dock Plantation, Storm Water Permit Number SW8 110424 was issued by the State of North Carolina Division of Energy, Mineral and Land Resources (the "Permit") to Jack Stocks on behalf of Raintree Development Corp. and the permit still resides in that name.

That the State of North Carolina has requested modifications and corrections relative to the permit, specifically relative to the maximum built-upon area per lot for Lots 5, 6 and 37, all as set forth below and the undersigned, as holder of the Permit, have agreed to cause these Supplemental Restrictions to be recorded in accordance with the request of the State of North Carolina.

NOW, THEREFORE, in consideration of the premises described above, the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, to comply with the requirement of the State of North Carolina and which shall run with the land and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. As to Article IX, Section 12 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions Old Dock Plantation Phase 1 and Phase 2A recorded in Book 4463, Page 496 same shall be restated as follows:

- A. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 110424, as issued by

Submitted electronically by "Aaron B Anderson PLLC"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Onslow County Register of Deeds.

the Division of Energy, Mineral and Land Resources under the Stormwater Management Regulations.

- B. The state of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the stormwater management permit.
- C. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- D. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources.
- E. Alteration of the drainage as shown on the approved plan may not take place without the concurrence of the Division of Energy, Mineral and Land Resources.
- F. The maximum allowable built-upon area per lot is 3,905 sf for Lot 5; 3,900 sf for Lot 6; 5,148 sf for Lot 37 and 3,700 sf for all other lots. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built-upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
- G. In the case of a lot within CAMA's regulated AEC, where the Division of Coastal Management calculates a different maximum allowable built-upon area for that lot shall be the most restrictive of the two.
- H. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons.
- I. Each lot will maintain a 30* foot wide vegetative buffer between all impervious areas and surface waters.
- J. All roof drains shall terminate at least 30* foot from the mean high water mark of surface waters.

***50 foot for projects located in the 20 coastal counties.**

2. Any conflict between the Restrictions and the Supplemental, the Supplemental shall control.

3. Except as herein amended, the Restrictions shall remain in full force and effect.

RAINTREE DEVELOPMENT CORP.

BY: Jack G. Stocks
Jack G. Stocks, President

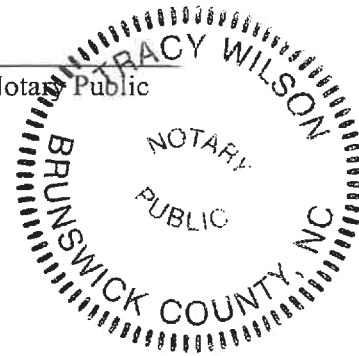
Jack G. Stocks
Jack G. Stocks

STATE OF NORTH CAROLINA; COUNTY OF NEW HANOVER

I, Tracy Wilson, a Notary Public of Brunswick County and State, do hereby certify that JACK G. STOCKS, personally appeared before me this day and acknowledged that he is President of RAIN TREE DEVELOPMENT CORP., and acknowledged on behalf of RAIN TREE DEVELOPMENT CORP., the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this the 12th day of March, 2020.

Tracy Wilson
Tracy Wilson, Notary Public



My Commission Expires:

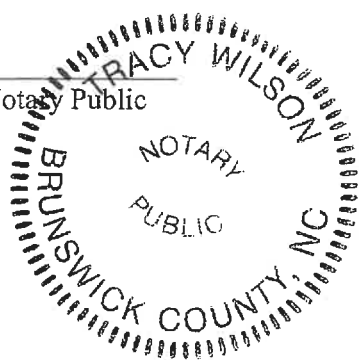
June 2, 2021
(AFFIX NOTARIAL SEAL)

STATE OF NORTH CAROLINA; COUNTY OF NEW HANOVER

I, Tracy Wilson, a Notary Public of Brunswick County and State, do hereby certify that JACK G. STOCKS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official stamp or seal, this the 12th day of March, 2020.

Tracy Wilson
Tracy Wilson, Notary Public



My Commission Expires:

June 2, 2021
(AFFIX NOTARIAL SEAL)

OWNERS CERTIFICATION AS TO WATER AND/OR SEWER
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE LANDS SHOWN ON THIS MAP AND OF ALL OF THE WATER AND/OR SEWER INFRASTRUCTURE LOCATED THEREON. I HAVE BEEN ADVISED BY THE SUBDIVISION ENGINEER THAT THE IMPROVEMENTS HAVE BEEN CONSTRUCTED WITHIN THE STREETS AND/OR UTILITY PASSENGES SHOWN ON THIS MAP IN ACCORDANCE WITH PLANS AUTHORIZED BY THE SUBDIVISION ENGINEER. I HAVE BEEN ADVISED THAT ALL SUCH WATER AND/OR SEWER IMPROVEMENTS ARE NEARLY DEDICATED AND CONVEYED TO OWNERSHIP OF THE STATE OF NORTH CAROLINA. I HAVE BEEN ADVISED THAT THE SUBDIVISION ENGINEER HAS GRANTED A PERPETUAL EASEMENT OVER ALL STREETS AND UTILITY EASEMENTS SHOWN ON THIS MAP, AND THAT THE UNDERSIGNED HAS ACCEPTED THE EASEMENT. I HEREBY ACCEPT THE DEDICATION OF THIS CERTIFICATE, THAT SUCH IMPROVEMENTS ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

THIS 20th DAY OF JANUARY, 2012.

OWNERS: Mark A. Stocks, PLS, PC
 BY: Mark A. Stocks
 TITLE: Owner

CERTIFICATE AS TO UTILITIES AND DEDICATION
 I HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE WATER AND/OR SEWER IMPROVEMENTS FOR OLD DOCK PLANTATION, PHASE 2A, SUBDIVISION HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE STREETS AND/OR UTILITY PASSENGES SHOWN ON THIS MAP, AND THAT SUCH WATER AND/OR SEWER IMPROVEMENTS HAVE BEEN CONSTRUCTED, AND THE UNDERSIGNED HAS GRANTED A PERPETUAL EASEMENT OVER ALL STREETS AND UTILITY EASEMENTS SHOWN ON THIS MAP, AND THAT THE UNDERSIGNED HAS ACCEPTED THE DEDICATION OF THIS CERTIFICATE, THAT SUCH IMPROVEMENTS ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

THIS 20th DAY OF JANUARY, 2012.

ON-SLOW WATER AND SEWER AUTHORITY
 BY: Mark A. Stocks

CERTIFICATE OF IMPROVEMENTS INSTALLATION / GUARANTEE
 I HEREBY CERTIFY THAT ALL IMPROVEMENTS HAVE EITHER BEEN DETAILLED OR GUARANTEED BY A LICENSED PROFESSIONAL ENGINEER AND THAT THE FILING FEE FOR THIS PLAN HAS BEEN PAID.

DATE: 1-20-12
 SEAL: [Signature]
 TITLE: PROJECT AUTHORIZED AGENT

NOTE:
 UTILITIES EXISTING INSPECTIVE BARRIERS ARE CUSTOMER'S RESPONSIBILITY TO SHOW AND DESCRIBE ON THIS PLAN AND TO BE DEDICATED IN USE BY WETLANDS AND WATERS JURISDICTION PURSUANT TO THE US ARMY CORPS OF ENGINEERS REGULATIONS. THE SUBDIVISION ENGINEER HAS BEEN ADVISED THAT SUCH IMPROVEMENTS ARE NEARLY DEDICATED AND CONVEYED TO OWNERSHIP OF THE STATE OF NORTH CAROLINA. I HAVE BEEN ADVISED THAT THE SUBDIVISION ENGINEER HAS GRANTED A PERPETUAL EASEMENT OVER ALL STREETS AND UTILITY EASEMENTS SHOWN ON THIS MAP, AND THAT THE UNDERSIGNED HAS ACCEPTED THE DEDICATION OF THIS CERTIFICATE, THAT SUCH IMPROVEMENTS ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

STREET DISCLOSURE STATEMENT - PUBLIC STREETS
 ALL STREETS HEREON HAVE BEEN OFFERED TO THE STATE FOR ACQUISITION BY THE STATE OF NORTH CAROLINA. THE DEVELOPER SHALL IMMEDIATELY NOTIFY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY OF ANY CHANGES TO THE LOCATION OR CHARACTER OF THE STREETS AND SATISFACTION OF THE DEPARTMENT'S REQUIREMENTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION OF RIGHTS-OF-WAYS UNTIL SUCH STREETS ARE ACCEPTED INTO THE STATE ROAD SYSTEM. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREETS AND SHALL GUARANTEE FOR THESE PURPOSES.

DATE: 1-30-12
 OWNER: [Signature]

CERTIFICATE OF OWNERSHIP, DEDICATION AND JURISDICTION
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE STATE OF NORTH CAROLINA. I HAVE BEEN ADVISED THAT THE SUBDIVISION ENGINEER HAS GRANTED A PERPETUAL EASEMENT OVER ALL STREETS AND UTILITY PASSENGES SHOWN ON THIS MAP, AND THAT THE UNDERSIGNED HAS ACCEPTED THE DEDICATION OF THIS CERTIFICATE, THAT SUCH IMPROVEMENTS ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

DATE: 1-20-12
 BY: Mark A. Stocks
 TITLE: OWNER



UNIVERSITY OF NORTH CAROLINA
 PROFESSOR OF ENGINEERING
 PROPOSED ENGINEERING ROAD
 CONSTRUCTION MAINTENANCE CERTIFICATE
 APPROVED: Mark A. Stocks
 DISTRICT ENGINEER
 DATE: 1/20/12

CALLS ALONG WETLAND LINE FROM "A" TO "B"		
LINE	BEARING	LENGTH
L6	N82°28'27"E	0.71
L7	S58°41'04"E	62.22
L8	S15°51'56"E	99.91



SHEET 2 OF 2

PHASE 2A
OLD DOCK PLANTATION
 STUMP SOUND TOWNSHIP ONSLOW COUNTY, N.C.

9/4/12 Physical DOCK PLANTATION THE UNRECORDED PLAN PHASE 2A.dwg

MARK A. STOCKS, PLS, PC
 PROFESSIONAL
 LAND SURVEYOR
 4706 SOUTHPOLE SUMMIT RD, #4
 SUITE 201, NC 27411
 PHONE: (703) 457-6200
 EMAIL: mark@stocksworld.com

SCALE: AS SHOWN
 LICENSE # 67081

OWNERS CERTIFICATION AS TO UTILITIES AND DEDICATION

I HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE WATER IMPROVEMENTS FOR OLD DOCK PLANTATION, PHASE 2B, SUBDIVISION HAVE BEEN CONSTRUCTED AND ACCEPTED BY THE ONSLOW WATER AND SEWER AUTHORITY HEREBY ACCEPTS THE DEDICATION OF THE WATER IMPROVEMENTS ALONG WITH ASSOCIATED EASEMENTS.

THIS 23 DAY OF March 2016
OWNER: V/L Mung H. Vay x Properties LLC
BY: [Signature]

CERTIFICATE AS TO UTILITIES AND DEDICATION

I HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE WATER IMPROVEMENTS FOR OLD DOCK PLANTATION, PHASE 2B, SUBDIVISION HAVE BEEN CONSTRUCTED AND ACCEPTED BY THE ONSLOW WATER AND SEWER AUTHORITY HEREBY ACCEPTS THE DEDICATION OF THE WATER IMPROVEMENTS ALONG WITH ASSOCIATED EASEMENTS.

ONSLOW WATER AND SEWER AUTHORITY
BY: [Signature M. Ray]
DATE: 10-16-15

CERTIFICATE OF IMPROVEMENTS INSTALLATION / GUARANTEE

I HEREBY CERTIFY THAT ALL IMPROVEMENTS HAVE EITHER BEEN INSTALLED OR GUARANTEED BY AN APPROVED SECURITY FOR THE PHASE 2B OLD DOCK PLANTATION SUBDIVISION AND THAT THE FILING FEE FOR THIS PLAN HAS BEEN PAID.

10-12-15 DATE
OWNER / AUTHORIZED AGENT [Signature]

NOTE:

NETLANDS CAUTION: PROSPECTIVE BUYERS ARE CAUTIONED THAT PORTIONS OF THE LOTS SHOWN ON THIS PLAN ARE RESTRICTED IN USE BY FEDERAL AND STATE WATER JURISDICTION PURSUANT TO THE US ARMY CORPS OF ENGINEERS SECTION 404 REGULATIONS. INDIVIDUAL LOT REVIEWS TO ENSURE COMPLIANCE WITH THEIR FEDERAL LAWS AND REGULATIONS ARE ENCOURAGED. VERIFICATION OF FEDERAL AND RESTRICTIONS SHOULD BE MADE PRIOR TO INDIVIDUAL LOT DEVELOPMENT.

CERTIFICATION OF SOIL SCIENTIST

I, WALTER D. GESS, HEREBY CERTIFY THAT I AM A LICENSED SOIL SCIENTIST IN THE STATE OF NORTH CAROLINA AND EVALUATED THIS SUBDIVISION AND FOUND THAT THE SUBSURFACE WAS TYPICAL OF LOCAL SOILS AND TO ACCOMMODATE THE HERON, PRIOR TO THE ISSUANCE OF BUILDING PERMITS, THE ONSLOW COUNTY HEALTH AS APPLICABLE, FOR THE LOTS SHOWN ON THIS PLAN.

Walter D. Gess, M.S.
12 Oct 2015 DATE
SOIL SCIENTIST



CERTIFICATE OF OWNERSHIP, DEDICATION AND JURISDICTION:

I, [Signature], HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE COUNTY OF ONSLOW AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT ESTABLISH THE MINIMUM BUILDING LINES AND DEDICATION OF ALL UTILITIES TO THE PUBLIC OR PRIVATE USES, IMPROVEMENTS, PERPETUALLY RESERVE AND EASEMENTS TO PUBLIC OR PRIVATE USES, IMPROVEMENTS, PERPETUALLY PUBLIC UTILITY PURPOSES, FURTHER, I WILL CERTIFY THE LAND AS SHOWN HEREON IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF ONSLOW COUNTY, NORTH CAROLINA.

10-12-15 DATE
BY: [Signature]
OWNERS

STREET DISCLOSURE STATEMENT - PUBLIC STREETS

ALL STREETS HEREON HAVE BEEN OFFERED TO THE STATE FOR DEEDING AND ACCEPTED BY THE STATE AS OF THIS DATE. THE DEEDING SHALL BE IMMEDIATELY PETITION THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION TO ACCEPT THE NORTH STREET UPON CONSTRUCTION OF THE STREETS AND SATISFACTION OF THE DEEDING. THE RESPONSIBILITY FOR MAINTENANCE OF ALL STREETS SHALL BE PROTECTION OF RIGHTS-OF-WAYS UNTIL SUCH STREETS ARE ACCEPTED INTO THE STATE ROAD SYSTEM. THE DEVELOPER HAS PROVIDED THE COUNTY WITH A MAINTENANCE GUARANTEE FOR THESE PURPOSES.

OWNER: [Signature]
10-12-15 DATE

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION AS SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH SUBDIVISION REGULATIONS OF THE COUNTY OF ONSLOW, NORTH CAROLINA, AND THAT THIS PLAN HAS BEEN APPROVED BY THE ONSLOW COUNTY PLANNING DEPARTMENT FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF ONSLOW COUNTY.

3/31/16 DATE
SUPERVISOR ADMINISTRATOR [Signature]

Table with columns: LINE, BEARING, LENGTH, CALLS FROM 'A' TO 'B', CALLS FROM 'C' TO 'D'. Contains 31 rows of survey data.

OCTOBER 2, 2015 4.76 AC. ±



PHASE 2B
OLD DOCK PLANTATION
STUMP SOUND TOWNSHIP ONSLOW COUNTY, N.C.



SHEET 2 OF 2

MARK A. STOCKS, PLS. PROFESSIONAL LAND SURVEYOR. License No. 10-02-15. Includes contact information and a small diagram of the site.

BK 72 PG 216

OWNER'S CERTIFICATION AS TO WATER AND/OR SEWER

I HEREBY CERTIFY THAT I AM THE OWNER OF THE LANDS SHOWN ON THIS MAP... I HEREBY CERTIFY THAT ALL IMPROVEMENTS HAVE EITHER BEEN INSTALLED OR...

THIS 7 DAY OF DEC 2016 OWNERS: WILMINGTON WEST PLANTATION, LLC BY: [Signature] TITLE: MEMBER, MANAGER

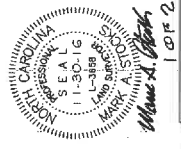
CERTIFICATE AS TO UTILITIES AND DEDICATION

I HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE WATER IMPROVEMENTS FOR OLD DOCK PLANTATION, PHASE 3, SUBDIVISION HAVE...

ONSLOW WATER AND SEWER AUTHORITY BY: [Signature]



By Rebecca Z Pelland Cabinet (Deputy) By Emilee Gorman (Deputy)



MARK A. STOCKS, PLS PROFESSIONAL LAND SURVEYOR 4725 SOUTH FORK SUPPLY RD. SE SUITE # 206 SOUTH FORK, GA 30086-1451 Phone: (770) 457-4710 License No. 11-30-16

Old Dock Plantation Dock Plantation Plat Final 3.dwg SHEET 2 OF 2

CERTIFICATE OF IMPROVEMENTS INSTALLATION / GUARANTEE

I HEREBY CERTIFY THAT ALL IMPROVEMENTS HAVE EITHER BEEN INSTALLED OR... I HEREBY CERTIFY THAT THE IMPROVEMENTS SHOWN ON THIS MAP...

DATE: 12-7-16 OWNER / AUTHORIZED AGENT: [Signature]

NOTE:

WETLANDS CAUTION: PROSPECTIVE BUYERS ARE CAUTIONED THAT PORTIONS OF THE LOTS SHOWN ON THIS PLAN ARE RESTRICTED IN USE BY WETLANDS AND...

CERTIFICATION OF SOIL SCIENTIST

I, STEVE W. GIBBS, HEREBY CERTIFY THAT I AM A LICENSED SOIL SCIENTIST IN THE STATE OF NORTH CAROLINA... I HEREBY CERTIFY THAT THE SUBDIVISION AND FLOODING...

DATE: 12-7-16 SOIL SCIENTIST: [Signature]



CERTIFICATE OF OWNERSHIP, DEDICATION AND JURISDICTION

I, STEVE W. GIBBS, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE COUNTY OF ONSLOW AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION...

DATE: 12-7-16 OWNERS: [Signature]

STREET DISCLOSURE STATEMENT - PUBLIC STREETS

ALL STREETS HEREON HAVE BEEN OFFERED TO THE STATE FOR DEDICATION TO PUBLIC USE, BUT HAVE NOT BEEN ACCEPTED BY THE STATE AS OF THIS DATE...

DATE: 12-7-16 OWNER: [Signature]

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION ACT OF THE STATE OF NORTH CAROLINA...

DATE: 3/3/17 SUBDIVISION ADMINISTRATOR: [Signature]

DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

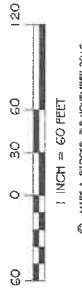
DESIGNED BY: Robert Biddle (1-5-2017)

Review Officer: [Signature] Review Date: 12-7-16

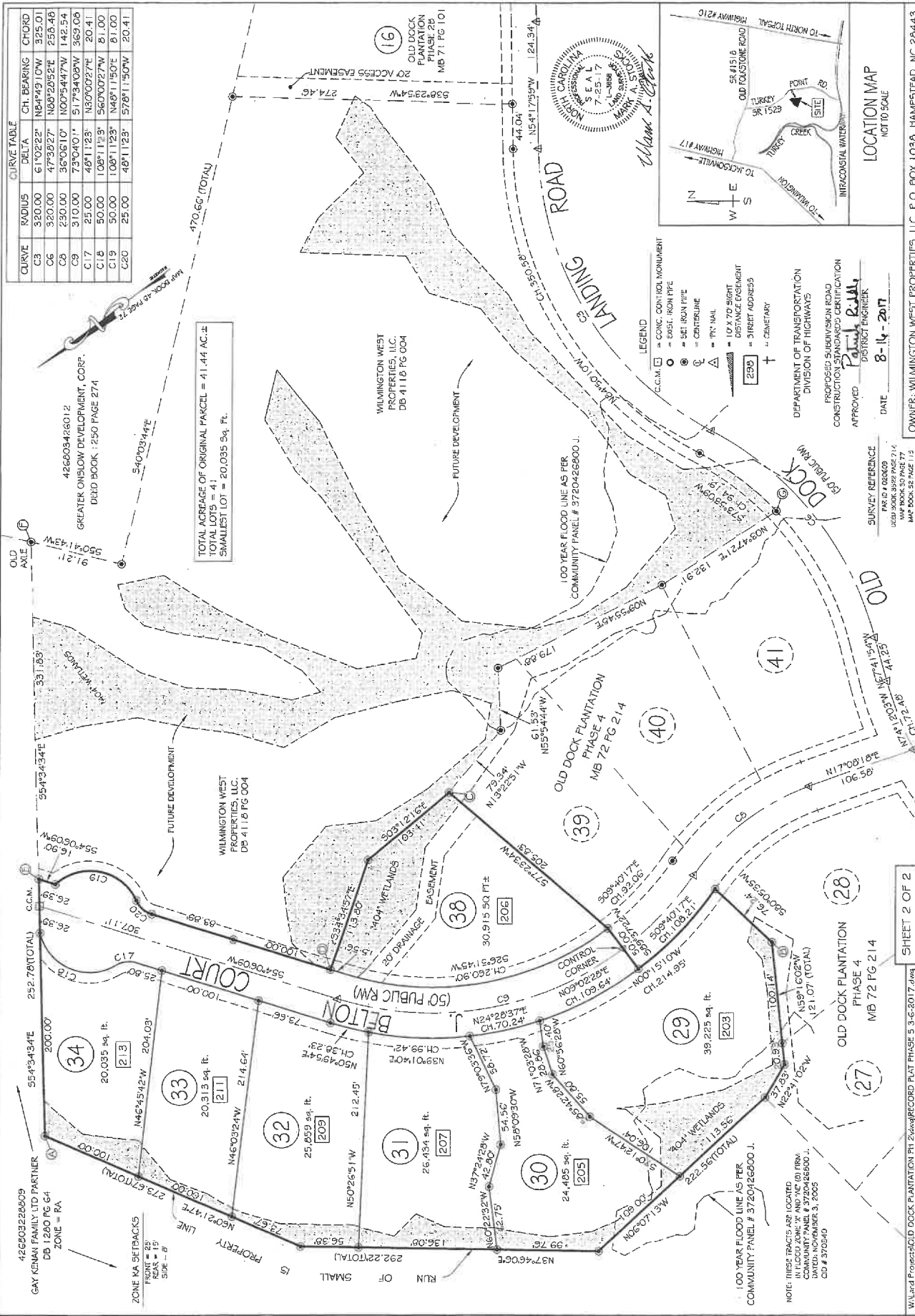
REVIEW OFFICER: [Signature] DATE: 3-3-17

OWNER - WILMINGTON WEST PLANTATION, LLC NOVEMBER 2016

OLD DOCK PLANTATION PHASE 3 STUMP SOUND TOWNSHIP ONSLOW COUNTY, N.C.



BK 73 PG 15 DA



WILMINGTON WEST PROPERTIES, LLC, P.O. BOX 1038 HAMPSHIRE, NC 28443

DATE: 8-14-2017

APPROVED: **Patrick E. Jolly**, DISTRICT ENGINEER

DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

PROPOSED SUBDIVISION ROAD
CONSTRUCTION STANDARD CERTIFICATION

DATE: 8-14-2017

PAR ID: 026600
UTCI BOOK: 3029 PAGE 714
MAY BOOK: 62 PAGE 115

WILMINGTON WEST PROPERTIES, LLC, P.O. BOX 1038 HAMPSHIRE, NC 28443

PHASE 5

OLD DOCK PLANTATION

STUMP SOUND TOWNSHIP ONSLOW COUNTY, N.C.

MARK A. STOCKS, PLS
PROFESSIONAL
LAND SURVEYOR
211 NORTH FIFTH AVE.
WILMINGTON, NC 28401
PHONE: (910) 763-0454
stocksland@earthlink.net LICENSE # 13655

WALLED Project-OLD DOCK PLANTATION PH 5-3-C-2017.dwg SHEET 2 OF 2

JULY 2017 5.06 AC. ±

60 0 30 60 120
1 INCH = 60 FEET
© MARK A. STOCKS, PLS JULY 2017

NORTH CAROLINA
 STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 I, **Mark A. Stocks**, Surveyor, do hereby certify that this plat was prepared in accordance with the provisions of Chapter 404, General Statutes of North Carolina, and that the same is a true and correct copy of the original as the same appears on the files of the Surveyor's Office.



Mark A. Stocks
 Professional Land Surveyor
 License No. 13656
 State of North Carolina

ONKLOW COUNTY
 THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

Mark A. Stocks
 MARK A. STOCKS
 REGISTER OF DEEDS
 * NORTH CAROLINA
 ONKLOW COUNTY
 Doc ID: 2017080101
 Recorded: 08/29/2017 11:08:42:01 AM
 Onklow County, NC
 Register of Deeds Page 1 of 1
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 Cabaret O
 \$/9/17

Rebecca & Richard
 By **Mark A. Stocks**
 Deputy Reg

OWNERS CERTIFICATION AS TO WATER AND/OR SEWER
 I CERTIFY (I) THAT I AM THE OWNER OF THE LANDS SHOWN ON THIS MAP AND OF ALL OF THE WATER AND/OR SEWER INFRASTRUCTURE LOCATED ON SUCH LANDS, (II) THAT ALL REQUIRED WATER AND/OR SEWER UTILITY EASEMENTS SHOWN ON THIS MAP IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY ONKLOW WATER AND SEWER AUTHORITY (ONWSA), (III) THAT ALL SUCH WATER AND/OR SEWER IMPROVEMENTS ARE HEREBY DEDICATED AND CONVEYED TO ONWSA, (IV) THAT I AGREE TO WAIVE ALL RIGHTS AND CLAIMS TO SUCH EASEMENTS SHOWN ON THIS MAP, AND (V) THAT THE UNDERSIGNED WARRANTS TO ONWSA FOR A PERIOD OF 12 MONTHS FROM THE DATE OF RECORDATION OF THIS MAP THAT SUCH IMPROVEMENTS ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

THIS 22ND DAY OF August 2017.
 OWNER: **Walter & Rebecca**
 BY: **Walter & Rebecca**
 TITLE: **Walter & Rebecca**

DATE: 8/19/17
 OWNERS

CERTIFICATE AS TO UTILITIES AND DEDICATION
 I HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE WATER IMPROVEMENTS FOR OLD DOCK PLANTATION, PHASE 5, SUBDIVISION HAVE BEEN REVIEWED AND APPROVED BY ONKLOW WATER AND SEWER AUTHORITY, ONKLOW COUNTY, NORTH CAROLINA. THE WORK HAS BEEN CONSTRUCTED AND THE ONKLOW WATER AND SEWER AUTHORITY HAS REVIEWED AND APPROVED THE WATER IMPROVEMENTS ALONG WITH ASSOCIATED EASEMENTS.

THIS 30TH DAY OF August 2017.
 ONKLOW WATER AND SEWER AUTHORITY
 BY: **Walter & Rebecca**

STATE OF NORTH CAROLINA
 COUNTY OF ONKLOW
 I, **Walter & Rebecca**, REVIEW OFFICER OF ONKLOW COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: 8/19/17
 REVIEW OFFICER

DATE: 8/19/17
 SUBDIVISION AGENT

DATE: 8/19/17
 DATE



WALTER & REBECCA LLC
 14 August 2017
 DATE

WALTER & REBECCA LLC
 14 August 2017
 DATE

WALTER & REBECCA LLC
 14 August 2017
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 14 August 2017
 DATE

WALTER & REBECCA LLC
 14 August 2017
 DATE

LINE	BEARING	DISTANCE	LINE	"D" TO "E"	DISTANCE	BEARING	DISTANCE
L501	N54°34'34"E	35.01	L534	N54°06'09"E	16.40	S26°55'34"W	56.20
L502	S71°17'25"E	50.59	L535	N51°18'12"E	30.36	S40°04'49"E	25.28
L503	S44°00'19"W	54.84	L536	S63°00'17"E	30.87	S69°48'41"E	50.00
L504	S59°02'33"W	49.10	L537	S59°29'25"E	34.48	S69°49'44"E	54.02
L505	S59°09'16"W	30.59	L538	S13°24'33"E	65.65	S69°23'16"E	60.97
L506	S59°30'55"W	30.98	L539	S30°32'17"W	49.34	N02°53'36"E	36.77
L507	S53°20'06"W	46.66	L540	S04°39'55"W	59.25	S44°38'56"E	59.01
L508	S59°25'43"W	70.46	L541	S03°42'21"E	73.83	S40°02'35"E	50.25
L509	S50°43'11"E	43.01	L542	S44°04'18"E	35.53	S67°01'03"W	66.30
L510	S03°44'31"E	30.58	L543	N59°43'31"E	40.36	N59°32'48"W	61.42
L511	S61°09'13"W	30.90	L544	N25°22'23"E	51.12	N59°29'11"W	65.33
L512	S58°41'04"W	49.16	L545	N22°16'16"E	66.74	S79°25'22"W	14.30
L513	S52°21'20"W	55.53	L546	N06°14'09"E	57.69	S42°17'47"W	72.61
L514	S29°49'28"W	26.31	L547	N43°47'28"E	43.36	S20°56'32"W	47.56
L515	S13°39'40"W	41.84	L548	N43°47'28"E	43.36	S04°25'12"W	51.14
L516	S01°20'37"E	55.87	L549	N47°50'07"E	51.73	S19°27'56"E	61.01
L517	S54°14'52"E	55.87	L550	N29°01'46"E	55.23	S69°12'44"E	74.62
L518	N76°31'53"E	44.01	L551	N20°43'23"E	47.29	S16°27'56"E	33.95
L519	N41°33'04"E	6.74	L552	N54°34'34"W	137.36	N67°45'36"E	41.55
L520	S29°43'43"W	45.73	L553	N54°34'34"W	137.36	N67°45'36"E	46.55
L521	S29°43'43"W	45.73	L554	N54°34'34"W	137.36	N67°45'36"E	46.55
L522	S09°22'24"W	59.51	L555	N54°34'34"W	137.36	N67°45'36"E	46.55
L523	S57°35'58"E	73.26	L556	S69°44'12"W	80.69	N07°54'14"E	93.00
L524	S62°38'25"E	30.99	L557	S59°12'33"W	80.69	N53°33'39"E	52.73
L525	N87°46'44"E	22.16	L558	S59°12'33"W	80.69	N53°33'39"E	53.03
L526	S37°35'49"E	17.68	L559	S47°11'55"W	55.89	S68°17'36"E	42.70
L527	S60°05'39"W	25.74	L560	S21°10'27"W	49.36	N39°03'33"E	54.00
L528	S77°23'34"W	15.43	L561	N27°03'22"E	27.41	S29°05'27"E	36.00
L529	N14°25'39"W	65.22	L562	N67°16'53"E	44.59	S08°54'33"E	44.10
L530	N44°59'26"W	62.06	L563	N46°54'29"E	52.72	N02°54'33"E	44.10
L531	N13°37'30"W	78.30	L564	N44°20'01"E	36.25	S29°15'27"E	48.70
L532	N03°25'54"W	9.96	L565	N51°04'26"E	29.72	S72°09'33"W	18.70
L533	N53°37'15"E	26.91	L566	N78°24'24"E	25.18	N53°35'27"W	13.20
L567	S70°34'33"E	24.66	L606	N77°54'05"W	24.66	S69°09'33"W	88.00
L568	S69°34'01"W	63.62	L607	S59°54'33"W	46.19	N77°54'05"W	48.10
L569	S63°11'51"W	57.49	L608	N33°55'27"W	40.80	S69°09'33"W	80.10
L570	S56°51'11"W	50.39	L609	S04°09'33"W	60.40	S69°09'33"W	80.10
L571	S59°27'20"W	40.49	L610	S63°09'33"W	80.10	S69°09'33"W	80.10
L611	S67°09'33"W	64.40	L611	S67°09'33"W	64.40	S69°09'33"W	80.10
L612	S34°24'33"W	21.60	L612	S34°24'33"W	21.60	S69°09'33"W	80.10
L613	S24°39'49"W	15.20	L613	S24°39'49"W	15.20	S69°09'33"W	80.10
L614	S76°10'21"W	70.88	L614	S76°10'21"W	70.88	S69°09'33"W	80.10

CERTIFICATE OF APPROVAL FOR RECORDING
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS REVIEWED AND APPROVED BY THE SURVEYOR OF ONKLOW COUNTY, NORTH CAROLINA, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS ON THE FILES OF THE SURVEYOR'S OFFICE OF ONKLOW COUNTY.

DATE: 8/19/17
 SUBDIVISION AGENT

DATE: 8/19/17
 DATE

DATE: 8/19/17
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DATE: 8/19/17
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DATE: 8/19/17
 DATE



OWNER: WILMINGTON WEST PROPERTIES, LLC, P.O. BOX 1035 HAMPSTEAD, NC 28443

PHASE 5
 OLD DOCK PLANTATION
 STUMP SOUND TOWNSHIP ONKLOW COUNTY, N.C.

MARK A. STOCKS, PLS
 PROFESSIONAL
 LAND SURVEYOR
 211 NORTH PINE AVE.
 WASHINGTON, NC 27888
 Phone: (919) 763-6124
 Fax: (919) 763-6156
 stockslane@bellsouth.net
 LICENSE NO. 13656

ONSLOW COUNTY
 NORTH CAROLINA
 THIS PLAT IS A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 MARK A. STOCKS
 N.C. PLS NO. L-3659
 OCTOBER 17, 2017



REGISTER OF DEEDS
 NORTH CAROLINA
 ONSLOW COUNTY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 MARK A. STOCKS
 N.C. PLS NO. L-3659
 OCTOBER 17, 2017

CERTIFICATE OF APPROVAL FOR RECORDING
 I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COME WITH SUBDIVISION REGULATIONS OF THE COUNTY OF ONSLOW, NORTH CAROLINA, AND THAT THE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY PLANNING DEPARTMENT FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF ONSLOW COUNTY.
 DATE: 11/14/17
 SIGNATURE: [Signature]
 SUBDIVISION ADMINISTRATOR

CERTIFICATE OF OWNERSHIP, DEDICATION AND JURISDICTION
 I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE JURISDICTION OF THE COUNTY OF ONSLOW AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT ESTABLISHING THE MINIMUM BUILDING LINES AND DEDICATION OF ALL RESERVE, AND EASEMENTS TO PUBLIC OR PRIVATE USE, AS DESIGNATED AND NOTED.
 DATE: 11-16-17
 SIGNATURE: [Signature]
 OWNER(S)

CERTIFICATE OF SOIL SCIENTIST
 I, THE UNDERSIGNED, SOIL SCIENTIST, THAT I AM A LICENSED SOIL SCIENTIST IN THE STATE OF NORTH CAROLINA AND HAVE EXAMINED AND FOUND THAT THE SOILS WITHIN THIS SUBDIVISION PROPERTY ARE SUITABLE TO ACCOMMODATE THE SUBSIDIARY WASTEWATER DISPOSAL SYSTEM NEEDS OF EACH OF THE LOTS DEPICTED HEREON. I HAVE REVIEWED THE PLANS AND FOUND THAT THE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY PLANNING DEPARTMENT AND I HAVE REVIEWED THE PLANS AND FOUND THAT THE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY PLANNING DEPARTMENT AS APPLICABLE, FOR THE LOTS SHOWN ON THIS PLAT.
 DATE: 11-16-17
 SIGNATURE: [Signature]
 SOIL SCIENTIST

CERTIFICATE AS TO UTILITIES AND DEDICATION
 I HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE UTILITIES AND DEDICATION FOR OLD DOCK PLANTATION, PHASE 6, SUBDIVISION, HAVE BEEN REVIEWED AND APPROVED BY ONSLOW WATER AND SEWER AUTHORITY, THAT SUCH WATER IMPROVEMENTS HAVE BEEN CONSTRUCTED, AND THE ONSLOW WATER AND SEWER AUTHORITY HEREBY ACCEPTS THE DEDICATION OF THE WATER IMPROVEMENTS ALONG WITH ASSOCIATED EASEMENTS.
 THIS 17th DAY OF November, 2017.
 ONSLOW WATER AND SEWER AUTHORITY
 BY: [Signature]
 DATE: 11-16-17

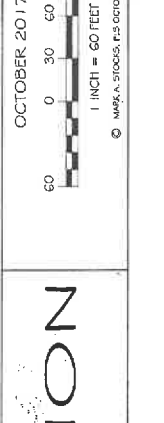
REVIEW OFFICER
 I, [Signature], REVIEW OFFICER OF ONSLOW COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS REFERRED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 DATE: 11-16-17



NOTE:
 VETLANDS CAUTION: PROSPECTIVE BUYERS ARE CAUTIONED THAT PORTIONS OF THE PLAT SHOWN HEREON MAY BE SUBJECT TO FEDERAL, STATE AND LOCAL WATER QUALITY REGULATIONS PERTINENT TO THE US ARMY CORPS OF ENGINEERS SECTION 404 REGULATIONS. INDIVIDUAL LOT BUYERS TO ENSURE COMPLIANCE WITH THEIR FEDERAL LAWS AND REGULATIONS ARE ENCOURAGED. VERIFICATION OF LOCATION AND RESTRICTIONS SHOULD BE MADE PRIOR TO INDIVIDUAL LOT DEVELOPMENT.

PHASE 6
OLD DOCK PLANTATION
 STUMP SOUND TOWNSHIP
 ONSLOW COUNTY, N.C.

OWNER: WILMINGTON WEST PROPERTIES, LLC, P.O. BOX 1036 HAMPSTEAD, NC 20443



LINE	BEARING	DISTANCE	LINE	DISTANCE	LINE	BEARING	DISTANCE
L501	S54°34'41"E	35.01	L534	N54°06'09"E	L572	S26°25'34"W	56.20
L502	S77°17'22"W	50.59	L535	N81°18'12"E	L573	S40°00'49"E	25.28
L503	S41°00'13"W	54.84	L536	S63°00'17"E	L574	S69°48'41"E	50.00
L504	S47°02'33"W	49.10	L537	S69°29'25"E	L575	S69°49'44"E	54.02
L505	S64°09'01"E	36.59	L538	S132°43'31"E	L576	S69°23'11"E	60.97
L506	S64°30'55"W	30.96	L539	S30°31'17"W	L577	N82°45'36"E	36.77
L507	S53°20'02"W	46.66	L540	S04°39'55"W	L578	S84°36'35"E	39.01
L508	S38°22'55"W	70.46	L541	S03°42'24"E	L579	S40°02'55"E	50.25
L509	S50°37'33"W	49.01	L542	S44°04'18"E	L580	S67°01'03"W	66.30
L510	S08°44'44"E	30.58	L543	N55°43'31"E	L581	N79°01'56"W	83.92
L511	S61°00'31"W	30.90	L544	N25°22'23"E	L582	S75°29'11"W	65.33
L512	S38°41'10"W	46.16	L545	N06°16'16"E	L583	S75°29'11"W	65.33
L513	S45°12'10"W	55.53	L546	N06°14'09"E	L584	S79°25'22"W	14.30
L514	S29°49'28"W	41.84	L547	N52°43'03"E	L585	S42°17'47"W	72.61
L515	S13°39'41"W	26.31	L548	N43°47'28"E	L586	S20°56'32"W	47.56
L516	S01°20'37"E	55.67	L549	N47°50'07"E	L587	S04°25'12"W	51.14
L517	S54°14'53"E	47.29	L550	N29°01'40"E	L588	S13°27'56"E	74.62
L518	N1°53'15"W	44.01	L551	N20°24'32"E	L589	S69°12'44"E	33.95
L519	N41°19'30"E	6.74	L552	N54°03'34"W	L590	S69°12'44"E	33.95
L520	S28°43'43"W	45.73	L553	N54°03'34"W	L591	S67°57'33"E	46.55
L521	S24°24'23"W	60.71	L554	N54°03'34"W	L592	N86°25'00"E	27.60
L522	S09°22'24"W	53.51	L555	S52°15'16"W	L593	N79°41'45"E	92.00
L523	S57°35'56"E	79.26	L556	S69°44'12"W	L594	N87°35'22"E	53.73
L524	S62°36'25"E	30.99	L557	S55°12'33"W	L595	N53°33'39"E	53.03
L525	N87°46'44"E	22.18	L558	S47°19'54"W	L596	S08°17'36"E	42.70
L526	S37°35'46"E	17.68	L559	S47°11'55"W	L597	N38°39'33"E	54.00
L527	S00°03'35"W	25.74	L560	S47°11'55"W	L598	N39°09'33"E	49.00
L528	S77°23'34"W	15.43	L561	N87°02'22"E	L599	S25°50'27"E	36.00
L529	N14°37'53"W	56.22	L562	N67°16'53"E	L600	S04°05'02"E	62.50
L530	N41°45'09"W	62.06	L563	N42°42'20"E	L601	N84°46'43"E	44.10
L531	N13°37'30"W	78.30	L564	N14°20'01"E	L602	S91°15'27"E	44.30
L532	N02°37'54"W	9.96	L565	N17°04'26"E	L603	S72°39'53"W	16.70
L533	N53°37'15"E	26.91	L566	N17°04'26"E	L604	N65°39'52"W	13.20
			L567	S70°43'43"E	L605	S69°09'33"W	68.00
			L568	S95°06'05"W	L606	N77°50'27"W	48.10
			L569	S69°44'12"W	L607	S64°54'33"W	46.10
			L570	S63°11'31"W	L608	N83°35'27"W	40.60
			L571	S56°21'11"W	L609	S64°09'33"W	60.40
			L572	S56°27'20"W	L610	S63°09'33"W	90.10
			L573		L611	S63°09'33"W	64.40
			L574		L612	S34°24'33"W	21.60
			L575		L613	S60°39'40"W	15.20
			L576		L614	S76°10'21"W	70.68

NOTES:
 1. THESE PLATS ARE SUBJECT TO ALL UTILITY EASEMENTS, RESTRICTIONS, OR COVENANTS OF RECORD.
 2. NO ACCESS MONUMENT FOUND WITHIN 2000 FEET.
 3. AREA DETERMINED BY COORDINATE METHOD.
 4. ALL DISTANCES ARE GROUND HORIZONTAL.
 5. MAINTENANCE FOR EASEMENTS OUTSIDE OF NC DEPARTMENT OF TRANSPORTATION RIGHTS OF WAY ARE THE RESPONSIBILITY OF THE PROPERTY OWNER OR F.O.A.
 6. SIGHT DISTANCE EASEMENTS SHOWN HEREON SHALL REMAIN FREE OF ALL STRUCTURES, TREES, FENCES, SIGNAGE, LIGHTS, AND TRAFFIC CONTROL SIGNS.
 7. THIS TRACT IS SUBJECT TO ALL NEIGHBORHOOD AND LOCAL REGULATIONS AND ORDINANCES CONCERNING THE USE AND MAINTENANCE OF ENVIRONMENTAL CONCERN.
 8. FIRE DISTRICT - TUSSETT CREEK.
 9. ISO RATING - 6.
 10. NO STRUCTURE OR VEGETATION (EXCEPT GRASS) CAN BE LOCATED WITHIN THE JEREMY EASEMENT.
 11. VOLUNTARY ASSESSMENT TO BE WITHIN 1/2 MILE OF THE PLAT.
 12. THIS PARCEL IS NOT LOCATED WITHIN THE FLIGHT PATH OVERLAY DISTRICT.
 13. PRELIMINARY FLOOD MAPS DO NOT SHOW AN INCREASE IN THE AREAS THAT COULD POSSIBLY BE AFFECTED BY FLOOD.