



LOCKWOOD
FOLLY

Master Declaration of Covenants, Conditions and Restrictions

2004
Amended 2009

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LOCKWOOD FOLLY**

ARTICLE NINE

Administration of the Common Areas

Amendment 09-02 10 / 8 / 2009

Section 5. RULES AND REGULATIONS: The Association acting through its Board of Directors may make and enforce reasonable rules and regulations, and establish appropriate penalties and/or fines for non-compliance in governing the use of the Development. *Such as, but not limited to, Pool Policy and Rules, Fitness Center Policy and Rules, Tennis Court Policy and Rules, Clubhouse Policy and Rules, Boat Storage Area Policy and Rules, Boat Ramp and Docks Policy and Rules, Use of Common Areas, Feeding of Alligators and Wildlife, Speed Limits, etc.*

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOCKWOOD FOLLY

ARTICLE TEN

Architectural and Landscaping Standards and General Prohibitions

Amendment 09-01 10 / 8 / 2009

Section 22. Signs: Except as may be required by legal proceedings, a maximum of two (2) signs no larger than (18" X 24") may be maintained and permitted within a window (inside or outside) a window on any house for sale. All signs must be maintained at the homeowner's expense. Real estate open houses will be permitted to post one (1) open house sign on the front lawn of the residence for sale and one (1) directional sign at each intersection between the front gate and the residence. Signs can only be in place for the duration of the advertised event and never overnight. The sign shall be no larger than those permitted for display in a window. A licensed real estate agent or the home owner in the case of a home for sale by owner must be on site for the duration of the open house. No other signs or advertising posters of any kind shall be maintained or permitted within any window, on the exterior of any improvements or on a Lot or Parcel located within the Development. In addition the Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas. Notwithstanding the forgoing, however, the ASC may allow (a) temporary signs during construction displaying the name of the General Contractor, the Architect and the Landscaper. All signs must be removed within 30 days after construction is completed and (b) a permanent identification sign displaying the name of the homeowner and (c) two (2) signs 48" X 96" max, attached to the real estate sales office.

ARCHITECTURAL STANDARD GUIDELINES

FOR LOCKWOOD FOLLY

SECTION VI - SITE STANDARDS

Amended July 9, 2009

6.14 LANDSCAPING: *A landscape plan must be submitted to the ASC no later than 30 days after the day the home is dried –in (roof on and door installed).* A successful landscape plan is composed of a number of elements that with quality design and execution contribute to a unified marriage of the natural environment and man-made elements introduced to the site. *The best landscape plan will not survive without proper irrigation therefore irrigation of the lawn and planting areas is required. The irrigation plan must be clearly designated on the landscape plan or attached sheet.* These introduced elements will be reviewed by the ASC for effectiveness in solving some of the issues outlined below.

Perhaps the most important aspect of a successful landscape plan, the planting budget, is money well spent to increase the value and appeal of your new home. The landscape improvement budget should be five to six percent of total home cost.

Your landscape plan can be practical as well as attractive. On your wooded site, protecting existing trees and planting additional trees decreases temperature impacts of seasonal extremes, while at the same time providing privacy and beauty.

The planting plan itself should sufficiently screen utility areas, break up the foundation of the building, buffer driveways and parking areas adjacent to property lines, and provide cover for areas disturbed during construction. Plants for screening should be appropriate and of sufficient size to ensure an adequate buffer within a year or two.

The natural landscaping approach should concentrate your planting efforts adjacent to the house, especially near the entry. Ornamental plants, if used correctly, will provide a transition from the natural character of the site to the man-made structure of the home. Ground cover should begin this transition, which should progress to larger shrubs closer to the house. For maximum appeal, try to mix textures and color, but do keep the plan simple. A better effect can be achieved from using quantities of a few species rather than a few plants of many species. Straight line planting is discouraged. Planting should achieve a staggered, grouped effect as if grown naturally. See Sheet K for a listing of suggested plants. All of the landscaping of lots must be completed within sixty (60) days of occupancy or substantial completion of the dwelling, whichever date shall first occur, unless an extension is granted, in writing, by the ASC.

Amended May 14, 2009

BY-LAWS OF
LOCKWOOD FOLLY PROPERTY OWNERS ASSOCIATION, INC.
A Non-Profit Corporation

ARTICLE VI

BOARD OF DIRECTORS: POWERS AND DUTIES

Section 1; POWERS. The Board of Directors shall have the power to:

(E) No individual Director or Officer is authorized to incur the POA for any amount over One Hundred dollars (\$100). No individual Director or Officer, with approval of the Treasurer, is authorized to incur the POA for any amount over Five Hundred dollars (\$500). All incumbrances' over Five Hundred dollars (\$500) require approval, by vote, of a majority of the Board of Directors.

Amended February 12, 2009 (retroactive to January 1, 2009)

MDC, Article X

Section 12. Maintenance of Unoccupied Lots: All unoccupied lots or parcels shall be well maintained, and no unattractive growth or accumulation of rubbish or debris shall be permitted. All unoccupied lots or parcels shall be mowed or bush hogged as needed to maintain an appearance commensurate with Lockwood standards. An easement reserved to and in favor of the Association, its agents and employees for the purpose of entry into each lot or parcel in order to perform the required lot maintenance. The owner of each lot subject to this Declaration shall, in addition to fees required by Article 5 Section 4, pay to the association an annual maintenance fee reflective of the cost associated with the required maintenance. The provisions regarding the right to assess an amount based on actual cost in carrying out these duties shall be the same as those contained in Article 5 Section 4 of the Master Declaration.

Lot owners, upon written request and compliance with the following policy the POA Board may, at its discretion, grant an exemption for lot owners to perform their own maintenance and thereby avoid the annual fee provided they maintain the unoccupied property within community standards. Lot owners requesting fee waivers must submit to the Association a reasonable and workable plan that identifies who will maintain the lot and with what frequency. Permanent full time residents with adjacent or non-adjacent lots whose plan is to perform their own maintenance will be approved upon request, subject to the appearance standard. Non-residents and part time residents are encouraged to participate in the Association sponsored maintenance program, but if they elect to request fee waivers, their maintenance plans must demonstrate a clearly effective procedure consistent with the Association's program. If the lot owner's maintenance is not kept within established standards, the Association may intercede, and after proper notification, bring the lot to standard at the owner's cost and revoke his/her fee waiver. *Fee waivers are granted at the discretion of the board and may be approved, denied or revoked with a majority vote.*

Amended December 3, 2008

ARCHITECTURAL STANDARD GUIDELINES

FOR LOCKWOOD FOLLY

SECTION VI - SITE STANDARDS

6.22 SOLAR COLLECTORS

Solar Collectors are permitted as restricted by NCGS Session Law 2007-279, Section 3 Article 3 Chapter 22B-20

Amendment 08-04 October 9, 2008

**SUPPLEMENTAL DECLARATION CONTAINING
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MULTI-FAMILY DWELLINGS WITHIN LOCKWOOD FOLLY**

WHEREAS, on or about the 16th of June, 1987, Channel Side Corporation (“The Company”) a North Carolina Corporation, executed as “Declarant” its “Master Declaration of Covenants, Conditions and Restrictions for Lockwood Folly, (the “Master Declaration”); and

WHEREAS, by and through the execution and recording of the Master Declaration in Deed Book 695 at page 968 of the Brunswick Registry, the Company has placed those certain Covenants, Conditions and Restrictions embodied in the Master Declaration on the real property described therein; and

WHEREAS, the Company has assigned, transferred and delegated its rights under the Covenants in the Master Declaration to LOCKWOOD FOLLY PROPERTY OWNERS’ ASSOCIATION, INC., (“The Association”) by document dated _____ and recorded _____;

WHEREAS, pursuant to the provisions of Article II, Section 3 of the Master Declaration, the Company and/or the Association has reserved the right to further restrict the development of any portion of the real property encumbered by the Master Declaration by placing such additional Covenants, Conditions and Restrictions on any such real property as it deems necessary; and

WHEREAS, as shown on the plats of Lockwood Folly Community, The Association desires that the development of the property is consistent with the quality desired of the neighborhood and that the property as Detached Single and Multi-Family Residential Lots and/or Dwellings be developed, then in order to establish a unique, superior and integrated community within The Property, protect the value of individual Lots and to assure the architectural environment within The Property in keeping with the high standards of Lockwood Folly, The Association desires to subject The Property to the Covenants, Conditions and Restrictions set forth herein.

NOW, THEREFORE, The Association submits and subjects The Property within the Lockwood Folly Subdivision to this SUPPLEMENTAL DECLARATION CONTAINING COVENANTS, CONDITIONS AND RESTRICTIONS FOR MULTI FAMILY DWELLINGS WITHIN LOCKWOOD FOLLY, supplementing the Master Declaration of Covenants, Conditions and Restrictions and the Architectural Standards Guidelines for Lockwood Folly including, but not limited to, the following:

1. Submission of Property to the Supplemental Declaration. Pursuant to the provisions of Article II, Section 3 of the Master Declaration, The Association submits and subjects The Property within Lockwood Folly Subdivision to the Covenants, Conditions and Restrictions contained herein which shall constitute equitable servitude’s which shall run with the land. Every grantee of every interest in any Lot within The

Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the Covenants, Conditions and Restrictions contained herein. All land within The Property which is not shown on the Plat as Residential Lots shall remain property of The Association unless otherwise sold, transferred, or conveyed. Such retained property shall include all roads, traffic islands, lakes, ponds, wildlife areas, lagoons, golf course holes and easements, if any, contained within The Property.

2. Submission of Additional Property. The Association may at any time subject other real property to the Covenants, Conditions and Restrictions contained herein by recording a plat which recites on the face thereof that the lots thereon are subject to this Supplemental Declaration.

3. Membership in Association. Owners of Lots and/or Dwellings within The Property shall automatically be members of the Lockwood Folly Property Owners Association, Inc. As members of The Association, the owners of Lots and/or Dwellings within The Property shall be subject to the Rules, Regulations and By-laws of The Association as contained in the Master Declaration. Owners of Lots and/or Dwellings within The Property shall, in addition to their rights of membership in The Association, be liable for the payment of all dues, assessments and fines imposed by said Association.

4. Building Restrictions. No dwelling shall be constructed on any Lot which has a height exceeding 50 feet above the elevation of the finished surface of the first floor of such dwelling or existing grade, whichever is greater. All dwellings must comply with County, State and Federal Regulations. In addition, all residential structures constructed on a Lot shall: (a) have as a minimum first floor elevation the 100-year flood elevation as designated on the official Brunswick County Flood Plain Maps, on file with the Brunswick County Planning Department; and (b) be designed and constructed in compliance with the requirements of CAMA and the Brunswick County Building Code for residential construction in flood hazard areas; and (c) be constructed according to the architectural and landscaping plans which have been approved as to architectural style, exterior materials, color schemes, placement on the Lot and landscaping by the Architectural Standards Committee.

5. Amendment. This Supplemental Declaration may be amended by the Declarant at any time prior to turnover, provided such amendment does not alter the basic plan of development. After turnover, as described in the Master Declaration, the Board of Directors of The Association may amend this Supplemental Declaration provided such amendment does not materially alter the basic plan of development.

6. Use of Lots and Dwellings. Each Lot shall be used exclusively for Single or Multi-family residential purposes as designated. No trade or business that requires customers and/or clients on the premises are permitted in any dwelling. The lease or rental of any Single or Multi-family dwelling **constructed after January 1, 2009**, within The Property for a period of less than three (3) consecutive months is prohibited. All lessees or tenants of dwellings within The Property shall in all respects be subject to the terms and conditions of this Supplemental Declaration.

7. Cumulative Effect. All of the Covenants, Conditions and Restrictions contained in this Supplemental Declaration shall encumber the Property in addition to those contained in the Master Declaration. Wherever a provision of this Supplemental Declaration conflicts with specific provisions of the Master Declaration, the provisions of the Master Declaration shall prevail.

8. Binding Effect and Duration. These Covenants, Conditions, and Restrictions shall run with the land and shall be binding on all parties owning any portion of The Property, their heirs, successors and assigns, for the same period of time as the Master Declaration including extensions thereof.

9. Enforcement. The Association or any owner of a Lot within The Property shall have the right (but not the affirmative obligation) to enforce, by proceedings at law or in equity, all the Restrictions, Conditions, Covenants, Easements and Reservations now or hereinafter imposed by the provisions of this Declaration; however, the failure to do so shall not be deemed a waiver of the right to do so in the future. Furthermore, The Company reserves for itself and The Association and their agents and employees the right to enter upon any Lot for inspection.

IN WITNESS WHEREOF, This Supplemental Declaration has been signed and executed by the Lockwood Folly Property Owners Association Board of Directors. Approval is recorded in the minutes of the October 9, 2008, Board of Directors meeting.

**LOCKWOOD FOLLY PROPERTY
OWNERS ASSOCIATION, INC.**

[CORPORATE SEAL]

By: _____
Gordon Ackley, President

ATTEST:

Linda Issit, Secretary

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, _____, a Notary Public of the County and State aforesaid, certify that **Linda Issit** personally came before me this day and acknowledged that she is Secretary of LOCKWOOD FOLLY PROPERTY OWNERS ASSOCIATION, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing Supplemental Declaration Containing Covenants, Conditions and Restrictions for Multi Family Dwellings within Lockwood Folly was acknowledged and signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary.

Witness my hand and official stamp or seal this the ____ day of _____, 200____.

Notary Public

My Commission Expires:

Amendment 08-03 September 29, 2008

**SUPPLEMENTAL DECLARATION of COVENANTS
CONTAINING IMPERVIOUS SURFACE RESTRICTIONS
FOR ALL DEVELOPEMANT WITHIN LOCKWOOD FOLLY**

This Supplemental Declaration made and entered into this the 30 day of April, 2008, by Channel Side Corporation and Lockwood Folly Property Owners Association, Inc., by order of The North Carolina Department of Environmental and Natural Resources (NCDENR).

W I T N E S S E T H

WHEREAS, Channel Side Corporation as the developer of Lockwood Folly Subdivision in Brunswick County, North Carolina, in conjunction with the Lockwood Folly Property Owners Association, Inc., hereby submits and subjects the Property within Lockwood Folly Subdivision to this Supplemental Declaration.

NOW, THEREFORE, all development of any lot or open area, within Lockwood Folly Subdivision, including, but not limited to, the golf course, is hereby subjected to the use of the allowable impervious surface square footage permitted by NCDENR Certificate SW8 900225. As shown on Exhibit A attached to this Supplemental Declaration

For the purposes of this NCDENR Certificate, impervious surfaces include all areas covered by roofs; hard surface driveways (such as concrete, asphalt, brick, interlock pavers); concrete, brick, or interlock-pavers patios or decks; any other built-upon areas using any of these hard surfaces; and any other built upon areas of the house or landscape which seals the ground surface from percolating rain water. Wood decks with spaces between boards are considered pervious surfaces.

Adjustments may be made among individual lots and/or open areas by the Lockwood Folly Property Owners Association acting through its ASC, provided that the total impervious surface coverage allowed shall not exceed Four Million Nine Hundred Sixty Six Thousand square feet (4,966,076 sq. ft.) as shown on Exhibit A, which is Twenty Four and Eighty Three one hundredths percent (24.83%) of the total project area.

In addition to the foregoing impervious surface restrictions, no built-upon surfaces or creation of any impervious surface within 30' of Mean High Water (2.7' Elev.) shall be allowed. In addition all roof drains shall terminate at least 30 foot from the mean high water mark of surface waters.

The State of North Carolina is the beneficiary of these restrictive covenants. NCDENR Certificate SW8 900225 is attached here to and incorporated by referance.

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument to be executed in their respective names by authority duly given the day and year first above written.

CHANNEL SIDE CORPORATION

LOCKWOOD FOLLY PROPERTY
OWNERS ASSOCIATION

By: _____
Mason H. Anderson, President

By: _____
Gordon J. Ackley, President

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, a Notary Public of the State and County aforesaid, do hereby certify that Mason H. Anderson, President of Channel Side Corporation, personally appeared before me and being duly sworn says that he is a duly authorized agent of Channel Side Corporation and as such has the authority to act in and for said corporation. I have personal knowledge of the identity of the above named authorized agent and that he signed the foregoing or annexed instrument on behalf of Channel Side Corporation in the capacity herein stated and acknowledged the said writing to be the act of Channel Side Corporation.

WITNESS my hand and official seal or stamp, this 30 day of April, 2008.

Notary Public Official Signature

(Seal or Stamp)

Notary Printed or Typed Name
My Commission Expires:_____

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the State and County aforesaid, do hereby certify that Gordon J. Ackley, President of Lockwood Folly Property Owners Association, Inc., personally appeared before me and being duly sworn says that he is a duly authorized agent of Lockwood Folly Property Owners Association, Inc., and as such has the authority to act in and for said corporation. I have personal knowledge of the identity of the above named authorized agent and that he signed the foregoing or annexed instrument on behalf of Lockwood Folly Property Owners Association, Inc., in the capacity herein stated and acknowledged the said writing to be the act of Lockwood Folly Property Owners Association, Inc.

WITNESS my hand and official seal or stamp, this 5 day of May 2008.

Notary Public Official Signature

(Seal or Stamp)

Notary Printed or Typed Name
My Commission Expires:_____

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF WATER QUALITY**

**STATE STORMWATER MANAGEMENT PERMIT
LOW DENSITY DEVELOPMENT**

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules and Regulations

PERMISSION IS HEREBY GRANTED TO
Gordon Ackley and Lockwood Folly POA
Lockwood Folly Subdivision
NCSR 1122 and NCSR 1119, near Varnum, Brunswick County
FOR THE

construction, operation and maintenance of a 25% low density subdivision in compliance with the provisions of 15A NCAC 2H .1000 (hereafter referred to as the "stormwater rules") and the approved stormwater management plans and specifications, and other supporting data as attached and on file with and approved by the Division of Water Quality and considered a part of this permit.

The Permit shall be effective from the date of issuance until rescinded and shall be subject to the following specific conditions and limitations:

I. DESIGN STANDARDS

1. Each of the 607 lots is limited to a maximum amount of built-upon area as indicated in Section 11.11 of this permit and as indicated in the approved plans. CAMA regulations may reduce the allowable built-upon area for those lots within the AEC.
2. The overall tract built-upon area percentage for the project is not being increased with this modification, and must be maintained at 25% or less per the requirements of Section .1005 of the stormwater rules.
3. Approved plans and specifications for projects covered by this permit are incorporated by reference and are enforceable parts of the permit.
4. Projects covered by this permit will maintain a minimum 30 foot wide vegetative buffer between all impervious areas and surface waters.
5. The only runoff conveyance systems allowed will be vegetated conveyances such as swales with minimum side slopes of 3: 1 (H:V) as defined in the stormwater rules and approved by the Division.
6. All roof drains must terminate at least 3D' from the mean high water mark.
7. Swales shall discharge into wetlands or surface waters at a non-erosive velocity.

II. SCHEDULE OF COMPLIANCE

1. Swales and other vegetated conveyances shall be constructed in their entirety, vegetated, and be operational for their intended use prior to the construction of any built-upon surface.
2. During construction, erosion shall be kept to a minimum and any eroded areas of the swales or other vegetated conveyances will be repaired immediately.
3. The permittee shall at all times provide the operation and maintenance necessary to operate the permitted stormwater management systems at optimum efficiency to include:
 - a. Inspections
 - b. Sediment removal.
 - c. Mowing, and re-vegetating of the side slopes.
 - d. Immediate repair of eroded areas.
 - e. Maintenance of side slopes in accordance with approved plans and specifications.
 - f. Level spreaders.
4. The permittee shall submit to the Director and shall have received approval for revised plans, specifications, and calculations prior to construction, for any modification to the approved plans, including, but not limited to, those listed below:
 - a. Any revision to any of the items shown on the approved plans, including the stormwater management system, design concept, built-upon area, details, etc.
 - b. Project name change.
 - c. Transfer of ownership.
 - d. Redesign or addition to the approved amount of built-upon area or to the drainage area.
 - e. Further subdivision, acquisition, or selling of the project area.
 - f. Filling in, altering or piping any vegetative conveyance shown on the approved plan.
5. The Director may determine that other revisions to the project should require a modification to the permit.
6. The permittee shall submit all information requested by the Director or his representative within the time frame specified in the written information request.
7. No additional piping beyond that shown on the approved plans shall be allowed except that minimum amount necessary to direct runoff beneath an impervious surface such as a road and that minimum amount needed under driveways to provide access to lots.
8. Unless specified elsewhere, permanent seeding requirements for the swales must follow the guidelines established in the North Carolina Erosion and Sediment Control Planning and Design Manual.
9. The permittee is responsible for verifying that the proposed built-upon area does not exceed the allowable built-upon area. Once the lot transfer is complete, the built-upon area may not be revised without approval from the Lockwood Folly HOA and the Division of Water Quality, and responsibility for meeting the built-upon area limit is transferred to the individual property owner, provided that the permittee complies with the requirements of Section 11.11 and 11.12 of this permit.

10. Within 30 days of completion of the project, the permittee must certify in writing that the project's stormwater controls, and impervious surfaces have been constructed within substantial intent of the approved plans and specifications. Any deviation from the approved plans must be noted on the Certification.
11. Deed restrictions are incorporated into this permit by reference and must be recorded with the Office of the Register of Deeds prior to the sale of any lot. Recorded deed restrictions must include, as a minimum, the following statements related to stormwater management:
 - a. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 900225, as issued by the Division of Water Quality under NCAC 2H.1 ODD.
 - 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 Water Quality.
 - e. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
 - f. The maximum built-upon area per lot is as shown on Attachment A to the permit. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
 - g. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
 - h. Lots within CAMA's Area of Environmental Concern may have the permitted built-upon area reduced due to CAMA jurisdiction within the AEC.
 - i. Each lot will maintain a 30' wide vegetated buffer between all impervious areas and surface waters.
 - j. All roof drains shall terminate at least 30' from the mean high water mark.
12. The permittee shall submit a copy of the recorded deed restrictions within 30 days of the date of recording.
13. If the permittee sets up an Architectural Review Committee or Board (ARC or ARB) to review plans for compliance with the restrictions, the plans reviewed must include all proposed built-upon area (BUA). Any approvals given by the ARC or ARB do not relieve the lot owner of the responsibility to maintain compliance with the permitted BUA limit.
14. The Director may notify the permittee when the permitted site does not meet one or more of the minimum requirements of the permit. Within the time frame specified in the notice, the permittee shall submit a written time schedule to the Director for modifying the site to meet minimum requirements. The permittee shall provide copies of revised plans and certification in writing to the Director that the changes have been made.
15. All stormwater conveyances will be located in dedicated rights-of-way (public or private), recorded common areas or recorded drainage easements. The final plats for the project will be recorded showing all such required easements, in accordance with the approved plans.

III. GENERAL CONDITIONS

1. Failure to abide by the conditions and limitations contained in this permit may subject the Permittee to an enforcement action by the Division of Water Quality, in accordance with North Carolina General Statutes 143-215.6A to 143-215.6C.
2. The permit issued shall continue in force and effect until revoked or terminated.
3. The permit may be modified, revoked and reissued or terminated for cause. The filing of a request for a permit modification, revocation and re-issuance, or termination does not stay any permit condition.
4. The issuance of this permit does not prohibit the Director from reopening and modifying the permit, revoking and reissuing the permit, or terminating the permit as allowed by the laws, rules, and regulations contained in Title 15A of the North Carolina Administrative Code, Subchapter 2H.1000; and North Carolina General Statute 143-215.1 et. al.
5. The permit is not transferable to any person or entity except after notice to and approval by the Director. The Director may require modification or revocation and re-issuance of the permit to change the name and incorporate such other requirements as may be necessary. A complete Name/Ownership Change Form, signed by both parties, must be submitted to the Division of Water Quality accompanied by the appropriate documentation as listed on page 2 of the form. The approval of this request will be considered on its merits, and may or may not be approved.
6. The permittee is responsible for compliance with all permit conditions until such time as the Division approves the permit transfer request. Transfers to third parties by the permittee where the required documentation has not been submitted to and approved by the Division does not relieve the permittee of responsibility for transferring the permit.
7. The issuance of this permit does not preclude the Permittee from complying with any and all statutes, rules, regulations, or ordinances, which may be imposed by other government agencies (local, state and federal), which have jurisdiction. If any of those permits result in revisions to the plans, a permit modification must be submitted.
8. The permittee grants permission to DENR Staff to enter the property during business hours for the purposes of inspecting the stormwater management system and its components.
9. The permittee shall notify the Division of Water Quality in writing of any name, ownership or mailing address changes at least 30 days prior to making such changes.

Permit issued this the 29th day of September 2008.

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

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for Coleen H. Sullins, Director

Division of Water Quality

By Authority of the Environmental Management Commission

**Exhibit A: Impervious Surface Data SW8-900225**

Location and Maximum Allowable Square Footage of Impervious Footage (in parentheses) per Lot

Phase 1 (5200) Lots P1-001 thru P1-055

Phase 1 (4500) Lots P1-056 thru P1-106

Phase 1 (5200) Lots P1-107 thru P1-178

Phase 2 (5200) Lots P2-200 thru P2-299

Phase 2 (7000) Lot P2-299A&B

Phase 3 (7000) Lots P3-300 thru P3-348

Phase 3 (4500) Lots P3-349 thru P3-365

Phase 4 (5200) Lots P4-001 thru P4-058

SPRING BRANCH (4500) SB-001 thru SB-070

North Point (5200) Lots NP-001 thru NP-064

WINDWARD VILLAGE (4500) Lots WV-001 thru WV-057

Proposed Tr. 6 Condos (75000)

Genoa Pt. Tr. 2 (101-103) (11640)

SALES OFFICE (23509)

Links Townhomes (35458)

Channelside Condo Lot (8000)

Genoe's Point Condos (91-93) (17791)

POA Clubhouse (9084)

PRO Shop I Cart Barn (79506)

Proposed Clubhouse Expansion (9000)

Pool Deck Expansion (5400)

MAINT. AREA (27892)

ROADWAYS (991,773)

CART PATHS (218,891)

Reserved for POA Redistribution (340,547)

ALL OTHER (Common Areas, Golf Course, Ponds, ect.) (9,207,206)

TOTALS 2,809,829 Sq. Ft. of Impervious Surface at full build out

Lots with square footages that are over the allotted square footage for the neighboring lots were developed before the current DENR certificate SW\*-900225 and are grandfathered at their current total. August 2008

Amendment 08-02 7/10/2008

**BY-LAWS OF LOCKWOOD FOLLY PROPERTY ASSOCIATION, INC.  
ARTICLE IV**

**BOARD OF DIRECTORS; TERM OF OFFICE. REMOVAL**

PURSUANT TO ARTICLE XI of the By-Laws of "Lockwood Folly Property Owners Association, Inc.", entitled "AMENDMENTS", and at a duly called meeting of the members of the Executive Board of Lockwood Folly Property Owners Association, Inc., the following Amendments to the By-Laws was adopted:

ARTICLE IV, Section 1: Number of Directors is hereby deleted in its entirety and replaced with the following which shall become ARTICLE IV, Section 1: Number of Directors: The affairs of the Association shall be managed by not less than four (4) or more than nine (9) directors, who, after Turnover, shall be duly elected by the Members of the Association from among the Members.

ARTICLE IV, Section 2: Term of Office is hereby deleted in its entirety and replaced with the following which shall become ARTICLE IV, Section 2: Term of Office: Directors shall serve three(3) year terms and until their successors are duly appointed or elected, as the case may be.

IN WITNESS WHEREOF, the Board of Directors has hereunto set its hand and seal this the 10 day of July, 2008.

BOARD OF DIRECTORS OF LOCKWOOD FOLLY PROPERTY OWNERS  
ASSOCIATION, INC.

BY: \_\_\_\_\_  
Director

BY: \_\_\_\_\_  
Director

BY: \_\_\_\_\_  
Director

Master Declaration of Covenants Article X

**Section 22.** Signs: Except as may be required by legal proceedings, a maximum of two (2) signs no larger than (18" X 24") may be maintained and permitted within a window on any house for sale. *Real estate open houses will be permitted to post one (1) open house sign on the front lawn of the residence for sale and one (1) directional sign at each intersection between the front gate and the residence. Signs can only be in place for the duration of the advertised event and never overnight. The sign shall be no larger than those permitted for display in a window. A licensed real estate agent or the home owner in the case of a home for sale by owner must be on site for the duration of the open house.* No other signs or advertising posters of any kind shall be maintained or permitted within any window, on the exterior of any improvements or on a Lot or Parcel located within the Development. In addition the Board of Directors shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas. Notwithstanding the forgoing, however, the ASC may allow (a) temporary signs during construction displaying the name of the General Contractor, the Architect and the Landscaper. All signs must be removed within 30 days after construction is completed and (b) a permanent identification sign displaying the name of the homeowner and (c) two (2) signs 48" X 96" max, attached to the real estate sales office.

Master Declaration of Covenants Article X

**Section 23.** Antennas/Satellite Dish Antennas: No television (UHF/VHF) or radio (FM/XM/Short-wave/Amateur/HAM) antennas or other similar device shall be attached or installed on any Dwelling (except as noted below) or located within any portion of the Development, unless contained entirely within the interior of a Dwelling or other building. *Digital Satellite System (DSS) antenna may be installed so long as they are located in the least obtrusive location possible within the dwelling roof line or if on the lot be either covered, hidden, surrounded, camouflaged, or screened with appropriate shrubs and vegetation so as to be the least visible from the street or neighbors view.* The objective is to be the least “obtrusive” as possible in any location. Each Dwelling will be limited to one (1) 18" round or oval satellite dish type antenna. The Recreational Amenity may install, with prior ASC approval, antennas and associated equipment for the purpose of operating a lightning safety warning system, a golf cart positioning system or other similar types of systems associated with operating and managing a golf course.

**AMENDMENT to Architectural Standards Guidelines  
of LOCKWOOD FOLLY PROPERTY ASSOCIATION, INC.**

**SECTION IV - PLAN SUBMISSION PROCEDURES**

- 4.1** Three (3) sets of all plans (site, building, and landscape) must be submitted along with completed application form (see section XV, item A and B in guidelines). One set of plans will be returned to the applicant. Note: If the topography has more than a 3 foot fall, a topographical plan must be submitted and will serve as the "site plan".
- 4.2** Plans must be submitted by the 1st of the month to be eligible for review on the 3rd Wednesday of the month. This will allow the ASC enough time for a thorough examination of the plans prior to the meeting.
- 4.3** Plans are to be submitted to the Chairperson's residence, or another ASC member's residence between nine o'clock (9:00) AM and five o'clock (5:00) PM by the 1st of the month (phone inquiries will be accepted Monday thru Friday between 9 AM and 5 PM).
- 4.4** Plans will be stamped on the date of receipt by the ASC.
- 4.5** Architectural renderings or photographs of the proposed design may be submitted to the ASC (at the discretion of the applicant) in addition to plans in order to determine the suitability of a particular style or design for construction in Lockwood Folly.
- 4.6** Review plans must include as a minimum the following:
- A.** Information sheets included at the end of this section.
  - B.** Health department septic tank *final permits* (not site evaluation).  
Be sure that the permit has not expired and will be effective for the duration of the construction period.
  - C. Drawings:**
    - 1.** Site plan at 1" = 20' (minimum) clearly showing:
      - a. North arrow
      - b. Property lines with dimensions and bearings
      - c. If lot falls more than 3', a topographical plan with trees 6" or greater in diameter delineated
      - d. Location of the Septic System, as approved by Brunswick County
      - e. Location of dwelling on site with entry area, stairs and decks delineated and roof lines shown as dashed lines
      - f. First Floor Elevation (FFE) above Sea Level must be indicated
      - g. Setback lines shown

h. Driveway, walks and street shown with drainage swale and pipe under driveway indicated, if needed. (*see Sheet P*)

i. Service yard and screening shown

j. HVAC screening shown

k. Fences shown

l. Post lamp shown a maximum of 25' from the street

m. **Total Sq. Ft. of Impervious Surface Area and % of Lot**

n. **Engineering required to control stormwater run off (per code) to include a minimum of Swales and the Locations and Length of French Drains. (Down spouts must connect to French Drains)**

o. Roof plan, either on house footprint or submitted separately

**2.** Landscape plans at 1"=20'(min.) are required. Please refer to section 5.12 Sheet **K**

**3.** Floor plans to scale 1/4" = 1'. These should be included for each floor. See sheet **I**, a foundation plan must also be submitted.

a. Walls shown

b. Windows and doors shown (*min. of 1 window in garage*)

c. Overhangs and roof shown

d. Dimension overall limits of plans

f. Decks and patios

g. Heated square footage in dwelling

**4.** Elevations - front, rear, right and left sides See sheet **I**.

a. Show how building relates to ground level

b. Show screening type and location

c. Indicate overall height from FFE to ridge of roof and indicate the roof pitches

d. Indicate overall height from grade to FFE. (*min. 36 inches*)

e. Show trim and corner decoration (4 inch min.) on all four sides *gable ends must have returns*

f. If brick show details of siding quoins, row lock sills, header course, water table course.

**5.** Wall section -1" = 1 '0" and other appropriate details showing exterior materials and eave fascia components / trim. See Sheet **M**.

**6.** Color board - with samples must be submitted - See Sheet **H**

7. Mail box - will conform to standard as reflected on Sheet J (Lockwood Folly

Mailbox sketch)

- 4.7** COMPLETED SUBMISSION: Any submission that does not include all plans, materials, applications, and other items as required by this section will be rejected.
- 4.8** Rejected submissions must be resubmitted as defined in section 4.2 and 4.3.

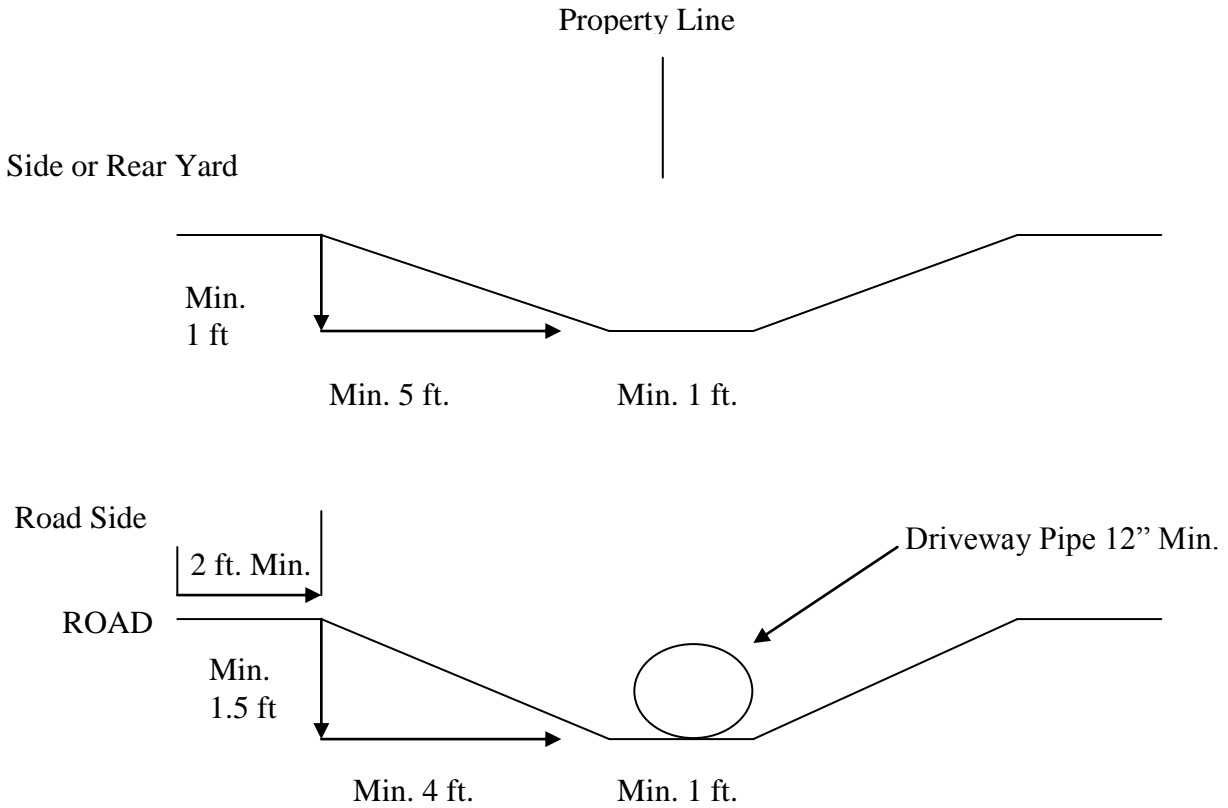
**ARCHITECTURAL STANDARD GUIDELINES  
FOR LOCKWOOD FOLLY**

**Road Side and Property Line Swales in Lockwood Folly**

In accordance with the recommendations of HDR Engineering in preparation of the Lockwood Folly Storm Water Master Plan and the authority granted the POA Board of Directors in the Master Declaration of Covenants, Conditions and Restrictions (MDC Article X Section 6. C., Architectural Standards Guidelines Section XIII and Section VI 6.18). The following requirements for Road Side and Property Line Swales, identified as **sheet P** in the Architectural Standards Guidelines Section XV, are hereby adopted and added to the Lockwood Folly Master Declaration of Covenants, Conditions and Restrictions, Architectural Standards Guidelines Section VI Site Standards 6.23.

IN WITNESS WHEREOF, the Board of Directors has hereunto set its hand and seal this the 26 day of March, 2007.

**Lockwood Folly Minimum Requirements for Property Line and Road Side**



Notes:

1. Elevation of the pipe under the driveway and the road side swale are to match the elevation of the road for the extent of both.
2. A vigorous stand of permanent grass cover shall be established as soon as possible along the center line and banks of the channel. Where banks cannot be adequately stabilized with vegetation, an artificial liner such as rip-rap shall be used to protect the banks.
3. Where the slope of the channel bottom exceeds 1.5%, jute thatching, or other effective channel lining material, as well as grass sod shall be used to protect the channel center line to a point 4 ft. each side of center.

**AMENDMENT TO BY-LAWS  
OF LOCKWOOD FOLLY PROPERTY ASSOCIATION, INC.**

PURSUANT TO ARTICLE XI of the By-Laws of "Lockwood Folly Property Owners Association, Inc.", entitled "AMENDMENTS", and at a duly called meeting of the members of the Executive Board of Lockwood Folly Property Owners Association, Inc., the following Amendment to the By-Laws was adopted:

ARTICLE III, Section 5: PROXIES is hereby deleted in its entirety and replaced with the following which shall become ARTICLE III, Section 5: PROXIES:

Section 5: PROXIES: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Recording Secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by him of his Lot or Living Unit.

Returned Proxies may be assigned to any Lockwood Folly Property Owner or without designation, will be voted by the POA President. All ballots not returned will be cast in a proportion consistent with the votes directed by the voting Lockwood Folly Property Owners.

IN WITNESS WHEREOF, the Board of Directors has hereunto set its hand and seal this the 26 day of March, 2007.

**ARCHITECTURAL STANDARD GUIDELINES  
FOR LOCKWOOD FOLLY**

**SECTION VIII - FEES**

**8.2 POA FEES**

- A.** An impact fee of \$1,000.00, payable by check made out to the Lockwood Folly Property Owner's Association. Check must accompany plan submission. This fee is intended to defer expenses associated with repairing the general wear and tear on Lockwood roads caused by the heavy construction equipment. Edges of roads damaged immediately adjacent to construction sites will be repaired by the contractor as a final step in completing construction. Damaged asphalt will be removed and a 6" deep concrete patch installed. This road repair work must be completed by the end of the project.
- B.** A General Contractors cash Performance Bond in the amount of \$1000.00 to be held against the contractors performance to the covenants for as long as they are building in Lockwood Folly
- C.** Mailbox Fee Property owners will submit a mailbox fee of \$150.00
- D. CHANGES**

Fees may change. Please check with the ASC before submitting plans to avoid delays. Note: the Project Completion fee, or a decrement portion, will be returned to the property owner upon completion of the project. Please keep your lot clean!

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR LOCKWOOD FOLLY**

**ARTICLE TEN**

**Architectural and Landscaping Standards and General Prohibitions**

**Section 2. ARCHITECTURAL STANDARDS COMMITTEE (ASC):** The Board of Directors, at its first meeting, shall establish an Architectural Standards Committee (ASC). The ASC shall consist of not less than three (3) nor more than eight (8) members. The members of the ASC shall serve at the pleasure of the POA Board of Directors. The ASC is authorized to enforce compliance, by assessing fees, fines or penalties, to this Master Declaration of Covenants and Restrictions and the Architectural Standards Guidelines for Lockwood Folly and to retain the services of consulting architects, landscape architects, engineers, inspectors, attorneys and or any other professionals it deems appropriate in order to advise and assist it in performing its functions under this Article.

**ARCHITECTURAL STANDARD GUIDELINES  
FOR LOCKWOOD FOLLY**

**SECTION VI - SITE STANDARDS**

**6.15**

- D.** Ground cover minimum:
  - 1.** Front yard minimum 40% of coverage to be sod.
  - 2.** Rear yard a minimum 50% of coverage to be sod.
  - 3.** All ground cover must be maintained and weeds controlled on a continuous basis.

**Architectural Standards Guidelines**

**6.4** FENCES: Fences can be useful design elements to screen utility areas or other objectionable site elements, stand as a planting backdrop, provide privacy for outdoor spaces, reduce wind and provide sun "pockets", and identify and emphasize entries to patios. Fences must be a minimum of six (6") inches from all property lines. Fences within 10 feet of any Lot line as shown on all plats of record shall be subject to removal should the Association need to exercise its right to said easement (MDC Article 3, Section 8). Fences may be of wood or other suitable material and must harmonize in character and color with the house. Open fences (picket, rail, etc.) with a maximum height of four feet (4') must be used in all applications except screening utility areas. Six-feet (6') is the maximum height for utility area fencing and the fence top style will be considered during approval (wood stockade and chain link fences are specifically prohibited). Likewise, gates and other features should be of compatible design and color. The fence should attempt to define and create space rather than be merely used as a property delineator. Fences running more than 50% of the property line are prohibited. No fences shall be permitted in front of the building. No fences shall be permitted in the rear of the building on lots bordering the Golf Course. These setback restrictions also apply to sections of fences.

**ARCHITECTURAL STANDARD GUIDELINES FOR LOCKWOOD FOLLY**

**SECTION II - CONTRACTOR ACCOUNTABILITY /PROPERTY OWNER RESPONSIBILITIES**

**D. Working Days and Hours**

Contractors, including but not limited to Service / Maintenance, Lawn Maintenance / Landscaping Services, etc. may work only during daylight hours Monday through Saturday unless an extension is granted, in writing, by the ASC. No contracted work other than on an emergency basis may be conducted on Sunday, or National Holidays. For the purpose of clarification, the following days are considered National Holidays: *New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.*

**SUPPLEMENTAL DECLARATION CONTAINING COVENANTS, CONDITIONS AND RESTRICTIONS FOR PATIO HOME LOTS IN SPRING BRANCH AND IN NORTH POINT**

4. Building Restrictions. For Spring Branch, no dwelling shall be constructed on any Lot which has a height exceeding 20 feet above the first finished surface of the habitable floor of such dwelling. All homes must appear to be one story with the exception of future homes along the marsh requiring construction on pilings. No dwelling along the marsh, requiring construction on pilings, shall be constructed on any Lot which has a height exceeding 35 feet above the elevation of the existing grade. For North Point homes must appear to be no more than one and one half story and not have a height exceeding 35 feet above the elevation of the first finished floor (FFE) or the existing grade which ever is greater. All dwellings must comply with County, State and Federal Regulations. All dwellings shall have a minimum of 1,200 square feet of living space (heated dwelling space). In addition, all dwellings shall: (a) have as a minimum habitable floor elevation the 100-year flood elevation as designated on the official Brunswick County Flood Plain Maps, on file with the Brunswick County Planning Department; and (b) be designed and constructed in compliance with the requirements of CAMA and the Brunswick County Building Code for residential construction; and (c) be constructed according to the architectural and landscaping plans which have been approved as to architectural style, exterior materials, color schemes, placement on the Lot and landscaping by the Architectural Standards Committee.