

*Karen S. Hardesty*

Prepared by and Return to:  
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Jacksonville, N.C. 28540

**NORTH CAROLINA**

**CARTERET COUNTY**

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR BRIDGE VIEW, A PLANNED RESIDENTIAL DEVELOPMENT**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR BRIDGE VIEW, A PLANNED RESIDENTIAL DEVELOPMENT, is  
made this the 12<sup>th</sup> day of March, 2024, by Cedar Point Developers, LLC, hereinafter  
called "Declarant."

RECITALS:

WHEREAS, Declarant caused a Declaration of Covenants, Conditions, and Restrictions  
for Bridge View to be recorded in Book 1761, Page 157, Carteret County Registry (the  
"Declaration"); and

WHEREAS, the Declaration expressly allows the Declarant, during the Declarant's  
control period, to amend the terms of the Declaration by recording a written amendment in the  
Register of Deeds of Carteret County, North Carolina; and

WHEREAS, the Declarant's control period for Bridge View is still ongoing; and

WHEREAS, the Declarant desires to amend certain sections of the of the Declaration;

Submitted electronically by "Mewborn & DeSelms, Attorneys at Law"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Carteret County Register of Deeds.

NOW THEREFORE, the Declarant does hereby make the following amendments to the Declaration:

1. Article III, Section 11 of the Declaration is amended to read as follows:

**Section 11. Community Septic System.** Lot 49 as shown on the Subdivision Map shall use and be subject to an off-Lot community septic system to be maintained by the Association in the Common Area. The Owners of said Lot shall be required to contribute to the maintenance and upkeep of the community septic system by payment of a Septic Assessment as defined and provided in Article VI of this Declaration.

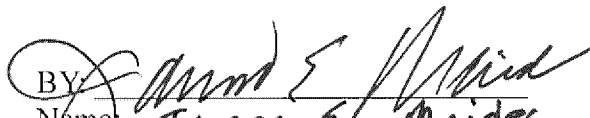
2. Article VI, Section 3 of the Declaration is amended to read as follows:

**Section 3. Minimum Annual Assessment.** The initial minimum annual assessment shall be \$700.00 per year. Assessments shall commence beginning the first day of the month following conveyance of the first Lot in the Subdivision improved by the construction of a single-family residence thereon to an Owner, or following conveyance of the Common Area to the Association, whichever shall occur first. So long as there exists Class B Lots, the Declarant shall pay no dues or assessments.

The Owners of any Lots connected to the Community Septic System, including Lot 49 as shown on the Subdivision Map, shall be required to pay in addition to the initial assessment a pro-rata share of any costs associated with the community septic system (the "Septic Assessment"). The Septic Assessment shall be calculated by dividing the full cost of maintaining and repairing the Community Septic System by the number of lots connected to the Community Septic System. Any amounts paid as part of the Septic Assessment which are not used in a given fiscal year for the maintenance and upkeep of the Community Septic System shall be carried over to the following fiscal year and used to offset the costs of maintenance and upkeep for the Community Septic System.

IN WITNESS WHEREOF, as of the date first stated above, the Declarant, by the signature below of its duly authorized representative as the act of Declarant, has set their hand and seal.

CEDAR POINT DEVELOPERS, LLC

BY:   
 Name: JAMES E. MAIDES  
 Title: MANAGING MEMBER

STATE OF NC  
 COUNTY OF Onslow

I, a Notary Public of the State and County aforesaid, certify that James E. Maide personally appeared before me this day and acknowledged that he executed the foregoing document for the purposes stated therein and in the capacity indicated on behalf of Cedar Point Developers, LLC.

Witness my hand and official seal, this the 12, day of March,  
 2024.

Sarah E. Dail  
 Notary Public  
 My Commission Expires: 7/30/2028

