

14
26

BK: RB 5977
PG: 1467-1481
RECORDED:
06-14-2016
10:41:02 AM
BY: CAROL HUGHLEY
DEPUTY



2016018015
NEW HANOVER COUNTY, NC
TAMMY THEUSCH BEASLEY
REGISTER OF DEEDS

NC FEE \$26.00

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HANSBROUGH FARMS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HANSBROUGH FARMS, made the 6th day of June, 2016, by JM Market, LLC, a North Carolina Limited Liability Company, hereinafter referred to as "Declarant";

WHEREAS, Declarant is the owner or contract purchaser of certain property in Wilmington, New Hanover County, North Carolina, which is more particularly described as follows:

BEING all that property shown on the plat entitled "HANSBROUGH FARMS" recorded in Map Book 61, Page 337, New Hanover Registry, reference to which map is hereby made for a more particular description.

WHEREAS, Declarant desires to provide for a uniform development of said property so as to preserve its value and to protect the present and future owners thereof;

WHEREAS, it is the desire of Declarant to subject all of the properties described above and all future Lot Owners to the North Carolina Planned Community Act, N.C. Gen. Stat. Chapter 47F;

NOW, THEREFORE, Declarant and **HANSBROUGH FARMS HOMEOWNERS ASSOCIATION, INC.**, hereby declares that all of the properties described above shall be held, sold and conveyed, from and after the date of the recordation of this document, 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, successor and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

As used herein, the following terms shall mean:

RETURN TO Hedrick Gardner

Section 1. Association shall mean and refer to HANSBROUGH FARMS Homeowners Association, Inc., a private non-profit corporation formed by the developer on September 15, 2015, prior to the sale of any lots in the Subdivision, primarily as a Homeowners Association for the Lot Owners of single-family homes in HANSBROUGH FARMS, all of whom shall be members of the Association.

Section 2. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Lot Owners, including but not limited to the wet detention basin, private road, passive recreation area, active recreation area, drainage and maintenance easements, pedestrian access easements, sidewalks, storm water drainage system, and any facilities constructed thereon, shown on the plat entitled "Hansbrough Farms" recorded in Map Book 61, Page 337, New Hanover Registry.

Section 3. Declarant shall mean and refer to JM Market, LLC, and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 4. Declaration shall mean this instrument as it may be from time to time amended or supplemented or amended.

Section 5. Lot shall mean and refer to any improved or unimproved area designated on the Plat as a numbered Lot and intended for a dwelling unit to be constructed thereon.

Section 6. Lot 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 Subdivision.

Section 7. Property or Subdivision shall mean generally means the lands being developed and known as **HANSBROUGH FARMS** located in New Hanover County, North Carolina, and being all of the property shown on map(s) thereof recorded in "Hansbrough Farms" recorded in recorded in Map Book 61, Page 337, New Hanover Registry, to which map(s) reference is hereby made for a more complete description; and any additional property which Declarant may make a part of **HANSBROUGH FARMS**, as provided for in the Declaration. The terms "Property", "Subdivision" and **HANSBROUGH FARMS** are interchangeable.

ARTICLE II PROPERTY RIGHTS

Section 1. Lot Owner's Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Area 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 impose a reasonable fine against a Lot Owner for a violation of this Declaration, or its subsequent

amendments, the Bylaws of the Association, or any rules and regulations of the Association, all in accordance with North Carolina's Planned Community Act;

- b. The right of the Association to dedicate or transfer all or 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 signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded;
- c. The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

Section 2. Delegation of Use. Lot Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III DEVELOPER'S RIGHTS

Section 1. Declarant hereby reserves the right to subject to these restrictions other real property contiguous to or within a radius of one mile from Hansbrough Farms in order to extend the scheme of this Declaration to other property to be developed and thereby bring such additional properties within the jurisdiction of the Association. Each additional parcel or tract of land, with the improvements thereon, or to be placed thereon, which is subjected to this Declaration shall be designated consecutively as "Section 2", "Section 3", and such other similar designations.

Section 2. The rights reserved by Declarant include the right to change, alter or redesignate roads, utility and drainage facilities and easement, and to change, alter or redesignate such other present and proposed amenities or facilities as may, in the sole judgment of the Declarant, be necessary or desirable, except that the Declarant shall have no right to change, alter or redesignate the character of the single family use of the Lots within the development.

ARTICLE IV EASEMENTS

Section 1. Easements are reserved as necessary in the Common Areas for installation and maintenance of underground utilities and drainage facilities.

Section 2. The Association, acting through its officers, agents, servants, and/or employees shall have the right of unobstructed access at all reasonable times to all properties as may be reasonably necessary to perform the maintenance called for in Article IX of this Declaration.

Section 3. Each Lot and all Common Areas and facilities are hereby subjected to an easement for the repair, maintenance, inspection, removal, or other service of or to all electricity, television, telephone, water, sewer, utility and drainage, whether or not the cause of any or all of those activities originates on the Lot on which the work must be performed.

Section 4. Ingress and egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks, and lanes as the same from time to time may exist upon the Common Areas and facilities; and, for vehicular traffic over, through and across all streets as from time to time may be paved and intended for such purposes, for all Lot Owners in the Hansbrough Farms, their guests, families, invitees and lessees, the Association, the Declarant, its successors and assigns. Declarant hereby reserves alienable easements over all streets and Common Areas as necessary to provide access for future development by Declarant or its successors and assigns of any properties adjoining the Hansbrough Farms.

Section 5. 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 6. In case of any emergency originating in or threatening any structure or building on any Lot or the Common Areas and facilities, regardless whether the 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 any Lot for the purpose of remedying or abating the cause of such emergency and making any other necessary repairs not performed by the Lot Owner, and such right of entry shall be immediate. If necessary repairs are not performed by the Lot Owner, the Association shall perform the repairs and charge the cost of making the repairs back to the Lot Owner's account.

Section 7. The 20' storm drainage and pedestrian easement that runs between Lots 5 and 6 must be maintained by the owner of each Lot over which the 20' storm drainage easement runs, in accordance with the Stormwater Management Plan accepted by New Hanover County and on file in the office of the County Engineer, and the recorded subdivision plat, including:

- a. Open ditches and swales shall be kept free of undesirable growth and maintained in a mowed condition to prevent erosion and a reduction in capacity of the stormwater system. Grass on slopes and bottom shall not exceed a height of 8 inches.
- b. Landscaping of the area within the 20' storm drainage easement shall not reduce the capacity or hinder operation and/or maintenance of the stormwater system.
- c. All drainage easements must remain free of obstructions including fences.
- d. All drainage easements must drain to the engineered stormwater system.

Section 8. 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 V
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Lot Owner 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:

- a. CLASS "A": Class A members shall be all Lot 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 among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- b. CLASS "B": Class B member(s) shall be the Declarant and shall be entitled to four (4) 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:
 - (1) when the total votes outstanding in Class A membership equals the total votes outstanding in Class B membership; or
 - (2) on January 1, 2023.
- c. For purposes of this Section only, those Lots owned by the undersigned parties other than the Declarant shall be deemed to be owned by Declarant and the memberships represented by all of said Lots shall be Class "B" memberships.

ARTICLE VI
COVENANTS FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. Each Lot Owner, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges;
- b. Special assessments for capital improvements, such assessments be established

and collected as hereinafter provided; and

c. a Transfer Fee charged to a Lot Owner upon acceptance of a deed.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each 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 Lot 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.

The Transfer Fee of \$200.00 is a one-time fee charged to Lot Owners to be paid to the Association by the Lot Owner at the real estate closing on the Lot, upon acceptance of the deed by the Lot Owner. The Transfer Fee shall be paid each time each Lot is conveyed to a new Lot Owner.

Section 2. PURPOSE OF ASSESSMENTS. The assessments and Transfer Fee levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area, including the active open space, passive open space and pedestrian easement, the monthly expenses associated with the operation of the street lights situated in the Hansbrough Farms, and the repair, maintenance and upkeep of all private streets situated in the Hansbrough Farms.

Section 3. INITIAL ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the initial annual assessment payable by each Lot Owner shall be \$300.00 per Lot per calendar year. This assessment will be prorated on a calendar year basis from the date title to each Lot for which an assessment is payable is transferred to the Lot Owner.

Section 4. INCREASE OF ANNUAL ASSESSMENT. From and after January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the initial annual assessment may be increased each year not more than five percent (5%) above the annual assessment for the previous year without a vote of the membership. From and after January 1 of the year immediately following the conveyance of the first Lot to a Lot Owner, the annual assessment may be increased above five percent (5%) above the annual assessment for the previous year by a vote of 2/3 of each class of members who are voting in person or proxy, at a meeting of the Association duly called for this purpose.

Section 5. 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 the 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. Any special assessments not set forth in the Association Bylaws shall require assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for

this purpose.

Section 6. INSURANCE AND TAXES. The Association shall purchase such insurance as is required to be maintained pursuant to Chapter 47F of the North Carolina General Statutes and shall carry liability insurance with respect to the Common Areas, and if required by law, workmen's compensation insurance with respect to the subdivision and the Association's administration thereof. The Association, may, at its discretion, choose to purchase additional insurance, fidelity bonds, or errors and omissions insurance for its directors and officers. All premiums upon insurance purchases by the Association shall be Common Expenses. Taxes the Association may owe for any property owned by the Association, including the Association's Common Areas, shall also be Common Expenses.

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 Sections 3 and 4 shall be sent to all Lot Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) per cent of all the votes shall constitute a quorum. If a quorum is not present, the meeting shall be adjourned and a subsequent meeting called without notice other than announcement at this meeting. The required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND DUE DATES. The annual assessments provided for herein shall commence as to all Lots at the time title is conveyed to a Lot Owner. 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 the annual meeting of the Association, and such annual assessment shall be approved by the membership at the annual meeting. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto, and for this purpose, the due date shall be deemed to be the first of each month. The due dates shall be established by the board of Directors and the Board of Directors shall have the authority to require the assessments to be paid in pro rata monthly installments. 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.

Section 10. EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION. The Board of Directors is authorized to charge a ten percent (10%) late fee for any assessment installment not paid within ten days of the due date. In addition, any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the property. No Lot

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.

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.

Section 12. WORKING CAPITAL ASSESSMENTS. At the time title is conveyed to a Lot Owner, each Lot Owner shall contribute to the Association as a working capital reserve an amount equal to a two months estimated common area assessment. Such funds shall be used solely for initial operating and capital expenses of the Association, such as pre-paid insurance, supplies and the Common Area and facilities, furnishings and equipment, etc. Amounts paid into the working capital fund are not to be considered as advance payment of regular assessments. Any working capital funds remaining at the end of the first full operating year shall be transferred to and become part of the general funds of the Association, in the discretion of the Board of Directors.

Section 13. FINE ASSESSMENTS. In addition to the assessments specified hereinabove, the Association, through the Board of Directors, or an adjudicatory panel established by the Board of Directors, may levy a reasonable "Fine Assessment," as a fine or penalty for violation of this Declaration, the Bylaws, and the Rules and Regulations, all in accordance with the Planned Community Act. A lien may be filed for this Fine Assessment and this Fine Assessment may be enforced by foreclosure. An individual assessment or "Fine Assessment" may also be levied against a particular Lot or Lots to cover costs incurred in bringing the Lot or Lots into compliance with the terms of these Declarations, all applicable Supplements and Amendments hereto, the Articles of Incorporation of the Association, the Bylaws of the Association and the Rules and Regulations including any Design Guidelines established by the Association, or costs incurred as a consequence of the conduct of the Lot Owner or occupant of a Lot, their lessees, licensees, invitees, or guests; provided the Board of Directors, or an adjudicatory panel established by the Board of Directors shall give the Lot Owner prior written notice and an opportunity for a hearing before levying a fine assessment under this section.

ARTICLE VII ARCHITECTURAL CONTROL

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

location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association. An Architectural Committee composed of three (3) or more representatives appointed by the Board may initially review requests and plans and provide its recommendation to the Board; however the Board has the final decision to approve or disapprove the request or plans. Neither the Board nor the Committee shall be responsible for any structural or other defects in plans and specifications submitted to it or in any structure erected according to such plans and specifications. The Board or the Committee may require additional data from any Lot Owner, including data relating to adjacent and related Lots and related matters, and may include in its approvals reasonable terms and conditions to apply to groups of Lots and to apply to the construction site sanitary maintenance and clean up. In the event the Board fails to approve or disapprove such request or plans 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. However, the thirty (30) day period shall not begin to run until all requested data is received by the Committee and presented to the Board. The Board's decision to refuse to approve any request or plans may be based on any ground, including purely aesthetic and environmental considerations, that it, in its sole and uncontrolled discretion, shall deem sufficient. Without prior written consent of the Board, no changes or deviations in or from the approved plans shall be made.

Section 2. No house plans will be approved unless the proposed house shall have a minimum of 1,200 square feet of enclosed dwelling area. The term "enclosed dwelling area" as used in the minimum requirements shall be the total enclosed area within a dwelling; provided, however, that such term does not include garages, terraces, decks, open porches, and like areas; provided, further, that shed type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area."

Section 3. Since the establishment of inflexible building setback lines for the location of houses on Lots tends to force construction of houses directly to the side of other homes with detrimental effects on privacy, view, preservation of important trees and other vegetation, ecological and related considerations, no specific setback lines are established by the Declarations. In order to assure, however, that the foregoing considerations are given maximum effect, the site and location of any house or dwelling or other structure upon any Lot shall be controlled by and must be approved absolutely by the Architectural Committee. Also, any initial privacy fences erected on the Lots shall be deemed to comply with all survey requirements until such time as they are replaced.

Section 4. In the case of the destruction or damage to a home, by fire or some other natural calamity, reconstruction or repair of the same shall be completed within twelve (12) months after the construction of the same shall have commenced, or should reasonably have been commenced except where such completion or repair is impossible or would result in great hardship to the owner or builder, due to strikes, fires, national emergency or natural calamities.

Section 5. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling not to exceed one (1) story in height, and

one (1) or more small accessory buildings (which must be contained within privacy fences and whose height cannot exceed the height of the privacy fence) provided the use of such dwelling or accessory building does not in the opinion of the architectural control committee overcrowd the site, and provided further, that such buildings are not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

Section 6. All service utilities, fuel tanks, wood piles and trash and garbage accumulations are to be enclosed within a fence, wall, or plant screen of a type and size approved by the Architectural Committee, so as to preclude the same from causing an unsightly view from any highway, street or way within the subdivision, or from any other residence within the subdivision.

Section 7. Off street parking for not less than two (2) and not more than three (3) passenger vehicles must be provided on each Lot, which parking areas and the driveways thereto shall be a paved surface approved by the Committee. In the interest of safety and security, no overnight street parking is authorized.

Section 8. All garages must be constructed of the same material and in the same color as the dwelling house on the Lot.

ARTICLE VIII USE RESTRICTIONS

Section 1. LAND USE AND BUILDING TYPE. All lots shall be used for residential purposes only and no commercial or business use, whether for profit or non-profit, is permitted unless approved in advance in writing by the Board of Directors of the Association. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed one story in height. Any building erected, altered, placed or permitted to remain on any Lot shall be subject to the provisions of Article VIII of this Declaration.

Section 2. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No solicitations, commercial or otherwise, will be permitted within Hansbrough Farms without written permission from the Board of Directors.

Section 3. JUNK VEHICLES. No inoperable vehicle or vehicle without current registration and insurance will be permitted on the premises. The Association shall have the right to have all such vehicles towed away at the owner's expense.

Section 4. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot any time as a residence either temporarily or permanently.

Section 5. RECREATIONAL OR COMMERCIAL VEHICLES. No boat, motor boat, camper, trailer, motor or mobile homes, or similar type vehicle, nor any vehicle with commercial signage

shall be permitted to remain on any Lot, or in parking spaces, at any time, unless by consent of the Association, or if properly stored out of sight in garages.

Section 6. ANIMALS. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and provided further that they are not allowed to roam free and are at all times properly leashed and personally escorted.

Section 7. OUTSIDE ANTENNAS. No outside radio antennas shall be erected on any Lot or dwelling unit unless and until permission for the same has been granted by the Board of Directors of the Association or its Architectural Committee.

Section 8. EXTERIOR LIGHTS. All light bulbs or other lights installed in any fixture located on the exterior of any building or any Lot shall be clear, white, or non-frost lights or bulbs.

Section 9. OCCUPANCY. In accordance with the Uniform Residential Building Code for New Hanover County, no more than three (3) unrelated persons shall occupy one dwelling.

Section 10. CLOTHESLINES. No clotheslines are allowed.

Section 11. ABOVE GROUND POOLS. No above ground pools are allowed. Children's pools may be used during the day, but are not allowed to remain outside overnight.

Section 12. FENCES. No chain link fences are allowed. Fences must be of the same quality as the home on each Lot and shall be of consistent materials within the subdivision. No fences shall be constructed within the 20' storm water drainage easements.

Section 13. RESTRICTIONS ESTABLISHED BY DIVISION OF WATER QUALITY. The following covenants and restrictions are intended to ensure ongoing compliance with the **State Management Permit Number SW8 141012** as issued by the Division of Water Quality under NCAC 2H.1000. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit. The following covenants are to run with the land and be binding on all persons and parties claiming under them and may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral and Land Resources:

a) **The maximum allowable built-upon area per Lot in square feet is shown in the table below:**

Lot No.	Allowable BUA
1-2	3,300
3	3,967

4-7	3,300
8-9	3,967
10-12	3,300

This allotted amount includes any built-upon area constructed within the Lot 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, coquina and parking areas, but does not include raised, open wood decking, or the water surface of swimming pools.

- b) Alteration of the drainage as shown on the approved plans may not take place without the concurrence to the State of North Carolina, Division of Energy, Mineral and Land Resources.
- c) All affected Lots shall provide a 50-foot-wide vegetative buffer adjacent surface waters, measured horizontally from and perpendicular to the normal pool of impounded structures, the top of bank of both sides of streams and rivers, and the mean high water line of tidal waters.
- d) All runoff on the Lot must drain into the permitted system. This may be accomplished through providing roof drain gutters which drain to the street, grading the Lot to drain toward the street, or grading perimeter swales and directing them into the pond or street.
- e) Built-upon area in excess of the permitted amount will require a permit modification.
- f) Any individual or entity found to be in noncompliance with the provisions of a stormwater management permit or the requirements of the Stormwater rules is subject to enforcement procedures as set forth in G.S. 143, Article 21.

ARTICLE IX GENERAL PROVISIONS

Section 1. MUNICIPAL WATER AND SEWER SERVICE. Municipal sewer service and water service for the development shall be provided by Cape Fear Public Utility Authority, and no private well shall be permitted on any Lot except for irrigation purposes, and then only with the consent of the utility company, its successors or assigns.

Section 2. STREET LIGHTS. The Declarant has subjected, and reserves the right to further subject, the real property in this Subdivision to a contract with Duke Energy Progress for the installation of street lighting, which requires a continuing monthly payment to Duke Energy Progress by each Lot Owner.

Section 3. ENFORCEMENT. The Association, or any Lot Owner, shall have the right to enforce,

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

Section 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

Section 5. LOTS SUBJECT TO DECLARATION. All present and future owners, tenants and occupants of Lots and their guests or invitees; shall be subject to, and shall comply with the provisions of the Declaration, and as the Declaration may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the altering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration are accepted and ratified by such owner, tenant or occupant. The covenants and restrictions of the Declaration shall inure to the benefit of and be enforceable by the Association, or any Lot Owner, their respective legal representatives, heirs, successors and assigns, and shall run with and bind the land and shall bind any person having at any time any interest or estate in any Lot as though such provisions were made a part of each and every deed of conveyance or lease.

Section 6. AMENDMENT OF DECLARATION. The covenants and restrictions of this Declaration may be amended by an instrument duly recorded in the Office of the Register of Deeds of New Hanover County signed by not less than sixty-seven (67%) per cent of the Lot Owners; provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS THEREOF, JM MARKET, LLC, the Declarant, has caused this instrument to be executed by its proper corporate members, this the 6th day of June, 2016, and the individual members have hereunto set their hands and seals all the day and year first above written.

DECLARANT:
JM MARKET, LLC

By: Joe A. McKinney
(Member-Manager)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Bianca Ganey, a Notary Public for the County and State aforesaid, certify that Joseph Maloney personally appeared before me this day and acknowledged that he is the Member-Manager of JM MARKET, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the Limited Liability Company, he signed the foregoing instrument in its name as Member-Manager. Witness my hand and official seal, this the 6th day of June, 2016.

Commission Expiration:

12/01/2018

Bianca M Ganey
Notary Public
**Bianca M Ganey
NOTARY PUBLIC
New Hanover County, NC**

ATTEST:
McAdams Homes, LLC

By: [Signature]
(Member-Manager)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Bianca Ganey, a Notary Public for the County and State aforesaid, certify that Adam Sosne personally appeared before me this day and acknowledged that he is the Member- Manager of MCADAMS HOMES, LLC, a North Carolina Limited Liability Company, and that by authority duly given and as the act of the Limited Liability Company, he signed the foregoing instrument in its name as Member-Manager. Witness my hand and official seal, this the 6th day of June, 2016.

Commission Expiration:

12/01/2018

Bianca M Ganey
Notary Public
**Bianca M Ganey
NOTARY PUBLIC
New Hanover County, NC**

TAMMY THEUSCH
BEASLEY
Register of Deeds

New Hanover County

Register of Deeds

320 CHESTNUT ST SUITE 102 • WILMINGTON, NORTH CAROLINA 28401
Telephone 910-798-4530 • Fax 910-798-7751



State of North Carolina, County of NEW HANOVER
Filed For Registration: 06/14/2016 10:41:02 AM
Book: RB 5977 Page: 1467-1481
15 PGS \$26.00
Real Property \$26.00
Recorder: CAROL HUGHLEY
Document No: 2016018015

DO NOT REMOVE!

This certification sheet is a vital part of your recorded document. Please retain with original document and submit when re-recording.