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NEW HANOVER COUNTY,

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REGISTER OF DEEDS

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ELECTRONICALLY RECORDED

DECLARATION OF STORMWATER COVENANTS, CONDITIONS AND RESTRICTIONS

Prepared by: SCHELL BRAY PLLC
 230 N. Elm Street, Suite 1000, Greensboro, NC 27401

NORTH CAROLINA

NEW HANOVER COUNTY

THIS DECLARATION OF STORMWATER COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made effective this 12th day of June, 2024, by **COMET SCOTTS HILL, LLC**, a North Carolina limited liability company ("Comet Scotts Hill"), and **COMET SCOTTS HILL MOB, LLC**, a North Carolina limited liability company, ("Comet MOB") as the owners of the property described herein and desires to establish certain covenants, conditions and restrictions upon and such to which the property described herein shall be improved, held, leased, sold and/or conveyed. Comet Scotts Hill and Comet MOB are sometimes collectively referred to herein as the "Declarants").

WITNESSETH:

WHEREAS, Comet Scotts Hill is the owner of all of Tract 3-A consisting of approximately 11.73 acres and shown on plat named "Comet Scotts Hill MOB, LLC, Scotts Hill Tract 3" on a plat thereof which has been duly recorded in Map Book 71, Page 175 of the New Hanover Register of Deeds (the "Tract 3-A"); and

WHEREAS, Comet MOB Hill is the owner of all of Tract 3-B consisting of approximately 3.14 acres and shown on plat named "Comet Scotts Hill MOB, LLC, Scotts Hill Tract 3" on a plat thereof which has been duly recorded in Map Book 71, Page 175 of the New Hanover Register of Deeds (the "Tract 3-B");

WHEREAS, Tract 3-A and Tract 3-B are collectively referred to herein as the ("Property"); provided, however, Comet Scotts Hill is the owner of Tract 3-A and is considered the Declarant for Tract 3-A, and Comet Scotts Hill MOB is the owner of Tract 3-B and is considered the Declarant for Tract 3-B; and

WHEREAS, Declarants declares that all the Property is held and shall be held, conveyed, encumbers, leased, rented, used, occupied and improved subject to the following covenants, conditions,

submitted electronically by "Schell Bray PLLC"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the New Hanover County Register of Deeds.

restrictions and easements, which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the Property or any part or parts thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW THEREFORE, Declarant hereby subjects the Property to the following restrictions:

A. Stormwater Run Off Rules. The Property is subject to the State of North Carolina rules and regulations concerning stormwater runoff as these rules and regulations may be amended from time to time. Without limiting the foregoing, each Declarant or its designee, reserves the right to impose additional restrictions upon the Property as to the extent required by the terms of the stormwater permit for the Property issued by the State of North Carolina. Such additional restrictions may be imposed by Declarant by the recording of a Supplemental Declaration, and no joinder or consent of the Association or any other owner or person shall be required on such Supplemental Declaration.

(a) This covenant is intended to ensure ongoing compliance with State Stormwater Management Permit Number **SW8 080624** as issued by the Division of Energy, Mineral and Land Resources (the "Division") under Title 15 NCAC 2H.1000 and S.L. 2006-24) (the "Stormwater Management Regulations") (the "Master Permit"), and to ensure ongoing compliance with State Stormwater Management Permit Number **SW8 230401** as issued under the Master Permit by the Division, and any subsequently issued permits or modifications.

(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 Division.

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

(f) The maximum allowable built-upon area for the property (in square feet) is as follows:

Lot/Tract #	Map Book/Page (if applicable)	Maximum Built Upon Area – Sq. Ft
Tract 3-A	71/175	183,315 SF
Tract 3-B	71/175	100,932 SF

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 lines 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. As and to the extent additional property is annexed to this Declaration, the maximum built-upon area for such properties shall be recorded in the Supplemental Declaration annexing the same.

(g) All runoff from the built-upon areas on the lot must drain into the permitted system. This may be accomplished through a variety of means including roof drain gutters which drain to the street, grading the lot to drain toward the street, or grading perimeter swales to collect the lot runoff and directing

them into a component of the stormwater collection system. Lots that naturally drain into the system are not required to provide these additional measures.

(h) The project and each lot shall maintain a 50' foot wide vegetated buffer between all impervious areas and surface waters.

(i) Each Lot within the Property whose ownership is not retained by the original permittee, shall submit a separate stormwater management permit application package to the Division and receive a permit prior to any construction on the Lot.

(j) Declarant reserves the right in its sole discretion as state stormwater permits are modified to recalculate and redesignate maximum built upon areas as set forth in (f) above, provided such recalculations and redesignations are in accordance with state stormwater permits. In addition, if any property as finally constructed does not use its allocated built upon area, Declarant shall have the sole right to reclaim such excess allotment and reallocate it to remaining properties in its sole discretion, provided such recalculations and redesignations are in accordance with state stormwater rules.”

- SIGNATURE PAGES FOLLOW -

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of the day and year first above written.

COMET SCOTTS HILL, LLC,
a North Carolina limited liability company

By: [Signature]
Name: J. Seth Coker
Title: Manager

NORTH CAROLINA

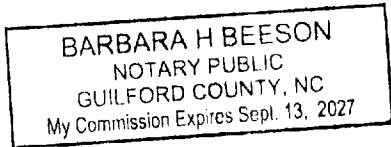
COUNTY OF Guilford
(County where acknowledgement taken)

I, Barbara H. Beeson, a Notary Public, certify that the following person(s) personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: J. Seth Coker, Manager of Comet Scotts Hill, LLC

Witness my hand and official seal or stamp, this 12th day of June, 2024.

[Signature]
Notary Public Barbara H. Beeson

My commission expires: 09-13-2027



[Insert Seal in the space above]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of the day and year first above written.

COMET SCOTTS HILL MOB, LLC,
a North Carolina limited liability company

By: *J. Seth Coker*
Name: J. Seth Coker
Title: Manager

NORTH CAROLINA

COUNTY OF Guilford
(County where acknowledgement taken)

I, Barbara H. Beeson, a Notary Public, certify that the following person(s) personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: J. Seth Coker, Manager of Comet Scotts Hill MOB, LLC

Witness my hand and official seal or stamp, this 12th day of June, 2024.

BARBARA H BEESON
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires Sept. 13, 2027

Barbara H. Beeson
Notary Public Barbara H. Beeson
My commission expires: 09-13-2027