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Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK 3382 PG 682-686

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS,
made this the 2nd day of April, 2010 by WARD FARM, LLC., a North Carolina Limited
Liability Company, hereinafter called "Declarant".

WITNESSETH:

THAT WHEREAS, the Declarant is the owner of the real property described in
paragraph 1 of this declaration and is desirous of subjecting said real property to the protective
covenants hereinafter set forth, and shall inure to the benefit of and pass and run appurtenant to
said property, and shall apply to and bind each and every successor in interest and owner thereof;
and

WHEREAS, Declarant, for the use and benefit of itself, its successors and assigns, does
hereby declare, encumber, place and impose upon the Property the following conditions,
covenants, reservations, easements and restrictions to ensure the proper use, appropriate
development and improvement of such Property; to enhance the value, desirability and
attractiveness of the Property; and to provide for a method for the maintenance and continued
improvement of certain facilities within the Property and other properties contiguous to such;

NOW, THEREFORE, the Declarant declares that the real property described in Paragraph
1, shall be held, transferred, sold, conveyed, leased, rented, encumbered, used and occupied
subject to the easements, covenants, restrictions, and conditions (sometimes referred to as

“Covenants and Restrictions”) all of which are for the purpose of protecting the value and desirability of, and which shall run with title to the property hereinafter set forth.

1. DESCRIPTION OF REAL PROPERTY

The real Property which is, and shall be held, transferred, sold and conveyed subject to the restrictive and protective covenants set forth in the articles of this Declaration is located in the Town of Swansboro, County of Onslow, State of North Carolina and is more particularly described as follows:

BEING all that land shown as Tract Two and being approximately 3.09 Acres as shown and defined on a Map titled “Ward Farm, LLC Tracts One and Two” prepared by Charles A. Rawls & Associates, PA as recorded in Book 59 Page 156, Slide M 1470 as recorded on the 25th day of February, 2010 at 08:33:07 AM in the Onslow County Register of Deeds Office, Onslow County , North Carolina. Said recorded Map is being incorporated herein by this reference for the purpose of providing a particular description.

2. EASEMENTS

Easements for installation and maintenance of utilities, sidewalks, and drainage facilities are served as shown on the recorded plat map as referenced and inure to the benefit of Declarant and/or its assigns or successors in interest. Within these easements, no structure, improvement, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through a drainage channel in the easements. The easement area and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

The Declarant reserves for itself, its successors, or assigns the easements upon, across, over, through and under all as shown on the plat for the ingress, egress, drainage, installation, replacement, repair, and maintenance of poles, line conduits, pipes and other equipment necessary to or useful for furnishing electric power, gas, telephone service, sidewalk installation and maintenance, drainage or other utilities including, but not limited to, water and sewer services.

3. GENERAL PROVISIONS

Section 1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for a successive period of ten (10) years, perpetually.

Every purchaser, grantee or assignee of any interest in the Property herein subject to this Declaration, by acceptance of a deed or other instrument of conveyance therefore, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property herein as provided hereby. Notwithstanding anything to the contrary contained in this Declaration, any easements granted or reserved hereunder are and shall be perpetual and non-exclusive in nature and shall run with the Property except to the extent, if any, otherwise provided in this Declaration.

Section 2. Enforcement. In the event of a violation or breach of any of these restrictions or covenants by any owner of said property, Declarant or its successors or assigns shall have the right to proceed at Law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, or condition contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar its enforcement.

Section 3. Partial Invalidity. Any invalidation of any one or more of the restrictions set forth in this Declaration by judgment, court order, or statute or failure on the part of Declarant or its successors or assigns to enforce any of said restrictions shall in no way affect any of the other provisions hereof or be deemed a waiver of the right to enforce such restrictions any time after the violation thereof.

Section 4. Chain of Title. Each grantee, lessee or other person in interest or occupancy accepting a conveyance, leasehold interest or other demise of an interest in or to or in connection with the property, whether or not the same incorporates or refers to this Declaration, covenants for himself or itself, his or its heirs, successors and assigns to observe and perform and be bound by this Declaration and to incorporate this Declaration by reference in any conveyance or leasehold estate of all or any portion of his or its interest in any real property subject hereto.

Section 5. Binding Effect: . Except as otherwise specifically provided herein, this Declaration shall bind and inure to the benefit of and be enforceable by Declarant and its successors and assigns (as Declarant), and the Owner and their respective heirs, successors and assigns.

Section 6. Rights Assignable. The rights, powers, easements and reservations of Declarant herein contained may be assigned to any person(s), corporation(s), Declarant(s) or other legal entity(ies) which will assume the duties of Declarant pertaining to the rights, powers, easements and reservations assigned, and upon any such person(s), corporation(s), Declarant(s) or other legal entity(ies) evidencing his or its consent in writing to accept such assignment and assume such duties, he or it shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant," as used herein, includes all such assignees. Any assignment or appointment made under this Section 6 shall be in recordable form and shall be recorded in the appropriate land record offices for the jurisdiction in which the Property is located, and shall not be effective unless and until so recorded.

Section 7. Modification of Restrictive Covenants. Except as to specific rights and easements retained by the Declarant, the covenants may only be altered, modified, cancelled, or changed at any time only with the expressed written consent of the Declarant and the owner of the property. The Stormwater Management Restrictions, i.e. the maximum built upon area, may be altered, modified, or changed by successor owners upon approval by and the written consent of the State of North Carolina, Division of Water Quality. This does not impose an affirmative duty to comply with this section on any other party whose approval must be secured before changes are made.

Section 8, RESERVED FUTURE MODIFICATION

Section 9. Governing Law. This Declaration shall be governed by, construed under and enforced in accordance with the laws of the State of North Carolina.

4. STORMWATER MANAGEMENT RESTRICTIONS

(A) The following covenants and restrictions set forth in this Article are intended to insure continued compliance with State Stormwater Management Permit Number SW* 091001 and Permit Number SW8 091208 as issued by the Division of Water Quality, under 15NCAC 2H.1000.

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

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

(E) The maximum allowable built-upon area ("BUA") for Tract Two (the property described in Paragraph 1, in square feet, is ninety three thousand nine hundred seventy-three (93,973).

These allotted amounts include any built-upon area, including buildings, parking, sidewalks and other impervious materials incorporated into development of the property, constructed within the 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, coquina and parking areas, but does not include raised, open wood decking or the water surface of swimming pools.

(F) All runoff from the built-upon areas on the property must drain into the permitted system. This may be accomplished through a variety of means, including: a piped collection system, which ultimately discharges into the stormwater facility; appropriate

grading of the property such that the built-upon surfaces drain into the stormwater facility; or graded swales which collect runoff and direct it into the stormwater facility.

(G) Successor or assigns of ownership, is required to submit a separate stormwater permit application to the Division of Water Quality and receive a permit prior to construction.

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

(I) This lot shall maintain a fifty (50) foot wide vegetated buffer between all impervious areas and surface waters.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its Manager with authority duly given, as of the day and year first above written.

DECLARANT: WARD FARM LLC,
a North Carolina limited liability company

(SEAL)

By: John Freshwater, its Manager
JOHN FRESHWATER

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

Before me personally appeared John Freshwater who acknowledged to me that he is the Manager of WARD FARM LLC., a North Carolina limited liability company and that he executed the foregoing instrument on behalf of said limited liability company, with authority duly given by its member, as the act of said limited liability company and for the purposes therein stated, in the capacity indicated.

Witness my hand and official stamp or seal, this 2nd day of April 2010.

Melesia Goodman
Notary Public in and for the County
and State aforesaid
Printed Name: Melesia Goodman

My commission expires: 30 May 2011

