

W. Walton



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

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STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

PREPARED BY: DONALD G. WALTON, JR ATTORNEY AT LAW
722 NEW BRIDGE STREET JACKSONVILLE, NC

DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS FOR

AMBER RIDGE (the "Declaration")

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, made this the 25 day of October, 2012 by HOBBS BUILDERS, INC., a North Carolina corporation, hereinafter(called "Declarant")

WITNESSTH

THAT WHEREAS, the Declarant and the Owners are the owners of the real property described in Article I of this Declaration and are desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall inure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors in interest and any owner thereof; and

NOW, THEREFORE, the Declarant and Owner hereby declare that the real property described in Article I hereof, together with such additional property as may be annexed by the Declarant as hereinafter provided, is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

ARTICLE I
SUBJECT PROPERTY

The real property which is, and shall be held, transferred, sold and conveyed subject to the protective covenants set forth in the Articles of this Declaration is located in the Township of Stump Sound, County of Onslow, State of North Carolina, and is more particularly described as follows:

BEING ALL OF THAT PROPERTY AS SHOWN ON THAT MAP ENTITLED,
"FINAL PLAT SHOWING AMBER RIDGE, PREPARED FOR HOBBS
BUILDERS, INC., STUMP SOUND TOWNSHIP, ONSLOW COUNTY,
NORTH CAROLINA" PREPARED BY JOHN L. PIERCE AND ASSOCIATES,
INC. AND RECORDED IN MAP BOOK 63, PAGE 104, ONSLOW COUNTY
REGISTRY.

ARTICLE II
DEFINITIONS

- Section 1. Declaration shall mean the covenants, conditions, restrictions and easements and all other provisions set forth in this entire document, as may from time to time be modified or amended.
- Section 2. Declarant shall mean and refer to **HOBBS BUILDERS, Inc.**, a North Carolina corporation or any successor in title or any successor in interest of Declarant to all of the property then owned by HOBBS BUILDERS, Inc., or if it is provided in writing by the Declarant that the successor in title or successor in interest is to assume the rights and obligations of Declarant, then to any successor in title or successor in interest any portion of the real property then subject to this Declaration.
- Section 3. Lot shall mean any separately described parcel of land, other than streets, roadways or areas designated as easements, shown on any recorded subdivision map of the Subdivision.
- Section 4. Permit shall mean the State of North Carolina Stormwater Management Permit number **SW8 111104** as issued and modified by the Division of Water Quality under NCAC 2H.1000, and any subsequent modification thereto or other Stormwater management permit hereafter issued for any property annexed to the Subdivision by the Declarant.

ARTICLE III
PURPOSES

No Lot or Lots shall be put to any use other than for residential purposes, except that any Lot, including, but not limited to a Reserved By Owner Lot, which is owned by Declarant may be used by the Declarant for a street or roadway or off-site sanitary sewer disposal system.

ARTICLE IV
LAND USE AND BUILDING TYPE

No building shall be used except for residential purposes. No structure shall be erected, placed, altered, or permitted to remain on any such lot other than single family dwellings not to exceed two and one-half stories in height, a private garage which may contain living quarters for occupancy by domestic servants of the lot occupant only, and such other outbuildings as may be reasonably appurtenant to the dwelling, provided that the same are constructed in line with

general architectural design and construction standards used as the dwelling itself. This covenant shall not be construed as prohibiting the use of a new single family dwelling as a model home for sales purposes.

ARTICLE V
DWELLING QUALITY AND SIZE

The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 650 square feet for a dwelling of more than one story.

ARTICLE VI
BUILDING LOCATION

No building shall be located nearer than 50 feet from the front lot line as shown on the recorded plat. No building shall be located with respect to interior side lot lines so as to be nearer than 8 feet to either such line. No dwelling shall be located nearer than 15 feet to the rear lot line, and no garage or other permitted access or building shall be located nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps, open porches, and carports shall not be considered as part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. An error of not more than 10 percent in the location of a building on the lot with respect to the minimum set back line shall not be considered a violation of this covenant.

ARTICLE VII
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.

ARTICLE VIII
EASEMENTS

Easements for installation and maintenance of utilities, including sanitary sewer, and drainage facilities including ditches, are reserved as shown on the recorded plat and over the rear ten feet of each Lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain in which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot 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 and assigns, an easement and right at any time in the future to grant a right of way under, over and along the side, rear and front property lines of each and every Lot in the Subdivision

described herein, for the installation and maintenance of poles, lines, conduits, pipes, and other equipment necessary to or useful for furnishing electric power, gas, telephone service, ditches, drainage or other utilities, including water and sewer services.

ARTICLE IX
LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Any and all pets shall not be allowed on the premises unless same are under the direct control of the owner at all times and are not creating a nuisance to the other owners within the Subdivision.

ARTICLE X
BUILDING PLANS AND SPECIFICATIONS

No dwelling or other building shall be erected upon any lot unless the plans and specifications thereof meet or exceed the requirements of "minimum property standards for one and two living units" (FHA. No.300), Federal Housing Administration.

ARTICLE XI
ERECTION OF FENCES

Fences, not to exceed six (6) feet in height may be constructed between the front of the primary dwelling and the back lot line. No fence shall be erected between the front of the primary dwelling and the street right of way, unless such fence shall be of an ornamental nature. Brick and split-rail shall be deemed to meet the requirements of this restriction.

ARTICLE XII
GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XIII
TEMPORARY STRUCTURES

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

ARTICLE XIV
DRAINAGE

All driveways shall have drainage tile in the street ditches installed and sized in accordance with the N.C. State Highway recommendations.

ARTICLE XV
MISCELLANEOUS RESTRICTIONS

(A) No boat or boat trailer shall be parked in any area other than the driveway of a residence.

(B) No portable basketball goals shall be permitted within the right of way adjacent to any Lot.

(C) No trampoline(s) shall be permitted in the area between the front of the dwelling situated on any Lot and the street right of way.

(D) Pets shall not be restrained by any chains, ropes or other leash type device anchored or fastened to a temporarily or permanently immovable object or structure.

(E) The shared driveways shall be governed by that Driveway Maintenance Agreement for Amber Ridge as found in Deed Book 3841, Page 339, Onslow County Registry.

ARTICLE XVI
STORMWATER MANAGEMENT

(A) The following covenants and restrictions set forth in this Article XVI are intended to insure continued compliance with State Stormwater Management Permit Number SW8 111104 as issued by the Division of Water Quality, under NCAC 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 XVI 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") per lot is 4,947 square feet as shown in the Attachment A of the Permit application. 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, coquina and parking areas, but does not include raised, open wood decking or the water surface of swimming pools.

(F) In case of a Lot within CAMA's regulated Area of Environmental Concern, where the Division of Coastal Management calculates a different maximum allowable built-upon area ("BUA") for any Lot different than that provided above, the governing maximum built-upon area ("BUA") for that Lot shall be the most restrictive of the two.

(G) Filling in or piping of any vegetative conveyances (such as ditches, swales, etc.) associated with the development, except for the minimum amount necessary under driveways to provide access to lots and the minimum amount necessary to direct runoff beneath an impervious surface such as a road is strictly prohibited by any person.

(H) Each Lot will maintain a fifty (50) foot wide vegetated buffer between and adjacent to impounded structures, rivers, and streams, and tidal waters.

(I) All roof drains shall terminate at least fifty (50) feet from the normal pool of impounded structures, the bank of each side of rivers and streams, and the mean high water line of tidal waters.

(J) Built upon area in excess of the permitted amount requires a state Stormwater permit modification prior to construction.

(K) These covenants are to run with the land and be binding on all persons and parties claiming under them. All permitted runoff from future development of the Subdivision shall be directed into the permitted Stormwater control system. These connections to the Stormwater control system shall be performed in a manner that maintains the integrity and performance of the Stormwater control system as permitted.

Declarant, the State of North Carolina and their respective successors and assigns, reserve and retain the right to go upon any Lot to inspect for the compliance of such Lot with the Permit and to maintain, repair, replace and construct ditches and devices necessary to insure that such Lot is in compliance with the Permit.

ARTICLE XVII
RESERVATION OF EASEMENTS AND RIGHTS BY DECLARANT

Declarant hereby reserves for itself, its successors and assigns, for any purposes it deems useful to its development of the Subdivision, the development of other property now owned or which may be owned in the future by Declarant, or the development of other property to which Declarant may grant the benefit of such easements, those easements shown on any recorded map of the Subdivision, or subsequently annexed property, and the following additional easements and rights:

(A) A perpetual easement for ingress, egress, regress, access, the installation and maintenance of utilities, including sanitary sewer, further subdivision, over, under and upon all streets and ditch, drainage and utility easements as shown on any recorded map of the Subdivision or lying within the Subdivision and the water and sewer easements lying within the Subdivision;

(B) The right to grant easements for the purposes of ingress, egress, regress, access, the installation use and maintenance of utilities and further subdivision, over, under and upon (i) all streets shown on any recorded map of the Subdivision and (ii) the ditch drainage and utility easements and easements for the water and sewer systems located within the Subdivision, to any property outside the Subdivision to which Declarant deems the grant of such easements desirable, whether or not the property to which the easements are granted is owned by Declarant;

(C) A perpetual easement over, under and upon all streets and ditches, drainage, utility, including, but not limited to sanitary sewer and access, easements shown on any recorded map of the Subdivision for the purpose of establishing, constructing and maintaining any underground utility, conduits and wires for telephone, electric power and other purposes and of laying, installing and maintaining facilities for sewage, potable and non potable water, gas, storm

drainage and other utilities therein. This reservation shall not be construed as an obligation of Declarant to provide or maintain any such activity or services;

(D) A perpetual access easement over, under and upon the Lots to trim, cut and remove any trees and brush necessary for the installation, operation and maintenance of utility lines, gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto;

(E) A perpetual and exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way easement areas reserved and defined above.

ARTICLE XVIII
OWNER'S MAINTENANCE OBLIGATIONS AND RIGHT OF
DECLARANT TO PERFORM CERTAIN MAINTENANCE.

(A) On each Lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the Lot owner and no structure, plantings or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with the installation or maintenance of ditches and utilities, or which may change the direction of the flow of water through ditch and drainage channels in the easements, or which damage or interfere with established slope ratios or which create erosion problems. It is provided, however, that where the existing location of an easement, ditch or drainage channel reserved in this Declaration or shown on any recorded map of the Subdivision would hinder the orderly development of the Lot on which the easement is located. Declarant may relocate the easement, ditch or drainage channel. Improvements within such areas also shall be maintained by the Lot owner except for those for which a public authority or utility is responsible,

(B) In the event the Owner of any Lot shall fail to maintain the Lot, and/or the improvements situated thereon, in a manner in keeping with this Declaration, or any federal, state or local law, ordinance, rule or regulation, in addition to any other rights set forth herein or provided by law, the Declarant shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot, and clear, clean, repair, maintain and restore the Lot, together with the exterior of any building and any other improvement erected or situated thereon. There is included in the authority herein granted the power to clear Lots of undergrowth, rubbish, debris, weeds or grass. In the event the owner of any Lot shall damage or through negligent failure to act allow damage to occur to any Stormwater Management Facilities located on said owner's Lot or fail to comply with all applicable North Carolina Sedimentation and Erosion Control Permits, in addition to any other rights set forth herein or provided by law, the Declarant, shall have the right, but not the obligation, through their agents and employees, to enter upon said Lot and clear, clean, repair, maintain and restore the Stormwater Management Facilities and to bring the Lot into compliance with the applicable North Carolina Sedimentation and Erosion Control Permits.

The costs of the maintenance or repair authorized by this Article shall be considered the legal obligation of the Lot Owner. The Declarant may maintain an action in court having jurisdiction for such costs, together with all collection costs, including reasonable attorney's fees, and expenses incurred in

pursuing such action.

The costs shall not constitute a lien on said Lot unless and until the final judgment of such court to the contrary shall be entered in the office of the Clerk of Court of Onslow County. Any such lien obtained shall be subordinate to any first deed of trust.

**ARTICLE XIX
REMEDIES**

In the case of failure of a Lot owner to comply with the terms and provisions contained in this Declaration, the following relief shall be available:

a. The Declarant (whether or not the Declarant is the owner of any Lot), any Lot owner and any party to whose benefit this Declaration inures, including but not limited to the State of North Carolina, or its assignees, with respect to the Permit may proceed at law and in equity to prevent the violation of any term or provision of this Declaration, and also recover damages for such violation and the court in any such action may award the successful party said party's reasonable expenses and costs in prosecuting such action, including reasonable attorney's fees.

b. The remedies hereby specified are cumulative and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity or under any statute. No delay or failure on the part of the Declarant or an aggrieved party to invoke an available remedy with respect to a violation of any of this Declaration shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to that party upon the reoccurrence or continuation of said violation or the occurrence of a different violation.

**ARTICLE XX
COMPLIANCE WITH DEPARTMENT OF TRANSPORTATION TRAFFIC
MAINTENANCE STANDARDS**

Driveway headwalls, fences, mailboxes, newspaper delivery boxes, basketball goals or other roadside obstructions constructed or placed within the right of way of any street as shown on the recorded plat of the Subdivision in a location or out of materials determined to be a traffic safety hazard by the North Carolina Department of Transportation or the Declarant, shall not be permitted. It shall be the duty of the Owner of any Lot to remove such obstruction at the Owner's sole expense, within thirty (30) days following written notification of such objection by the North Carolina Department of Transportation or Declarant.

**ARTICLE XXI
STREET LIGHTING AGREEMENT**

The Declarant reserves the right to subject the real property in this Subdivision to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, and/or

entrance sign lighting, either or all of which may require an initial payment and/or a continuing monthly payment to an electric company by the owner of each dwelling.

ARTICLE XXII
ENFORCEMENT

The Declarant (whether or not the Declarant is the owner of any Lot), any Lot owner and any party to whose benefit this Declaration inures, including but not limited to the State of North Carolina or its assignees with respect to the Stormwater Management Permit, may proceed at law and in equity to prevent the violation or attempted violation of any term, covenant or provision of this Declaration either to restrain violation or to recover damages for such violation and the court in any such action may award the successful party said party's reasonable expenses and costs in prosecuting such action including reasonable attorney's fees.

ARTICLE XXIII
MODIFICATION

These restrictions are subject to being altered, modified, canceled or changed at any time as to said Subdivision as a whole, or as to any subdivided lot or part thereof, by written document executed by the Declarant or its successors in title and by the owners of not less than sixty percent (60%) of the subdivided lots in the Subdivision to which these restrictions apply, and recorded in the Office of the Register of Deeds of Onslow County, North Carolina. If the Declarant owns sixty (60%) percent or more of the subdivided lots, the Declarant may alter or amend these covenants without the consent of any other owner.

ARTICLE XXIV
ANNEXATION

The Declarant reserves the right to annex additional property to the Subdivision by recordation of a subdivision map and covenants, conditions and restrictions substantially similar to those set forth in the Declaration.

ARTICLE XXV
PROVISIONS RELATING TO WETLANDS

All areas of the Subdivision, if any, designated 404 Wetlands as shown and delineated on the recorded map of the Subdivision which have been verified by the US Army Corps of Engineers, shall be maintained in perpetuity in their natural or mitigated condition unless otherwise approved by the US Army Corps of Engineers. The Declarant shall not be liable for any violation of this restriction by any Lot owner or other person.

**ARTICLE XXVI
TERM**

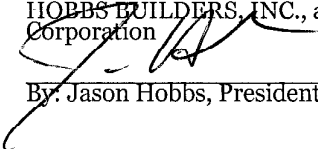
These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which such time such Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said Covenants in whole or in part, with the exception of Article XVI.

**ARTICLE XXVII
SEVERABILITY**

Invalidation of anyone of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its President, with authority duly given by its board of directors and the Owner has hereto set his/her hand and seal, the day and year first above written.

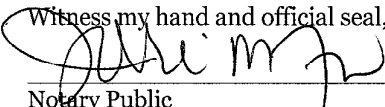
HOBBS BUILDERS, INC., a North Carolina Corporation


By: Jason Hobbs, President (SEAL)

STATE OF NC
COUNTY OF Onslow

I, Jerrri M Fox, the undersigned a Notary Public for the County of Onslow State of North Carolina for the county and state aforesaid, certify that Jason Hobbs, personally came before me this day and acknowledged that (s)he is the President of HOBBS BUILDERS, INC, and that he President, being authorized to do so, executed the foregoing on behalf of HOBBS BUILDERS, INC.

Witness my hand and official seal, this the 25 day of October, 2012.


Notary Public
My Commission Expires
March 4, 2014

